

REGULAR COUNCIL MEETING  
APRIL 14, 2015

Council Chamber, Municipal Building  
Irvington, N.J. – Tuesday Evening  
April 14, 2015 - 8:00 P.M.

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

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

Absent: None

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)

Elouise McDaniel, 214 Nesbit Terrace

5. Hearing of Council Members

Council President Frederic responded to the issues raised by the above referenced citizen.

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

A. Reports

1. Minutes – Directors' Meeting – 3-24-15
2. Essex County Mosquito Control Agency - Notification of Pesticides Used to Control Mosquitoes
3. Joint Meeting – 2015 Quarterly Assessment
4. Joint Meeting – 2014 Surplus and 2014 Annual Operations Report
5. Joint Meeting – 2014 User Charge Apportionment Report
6. Construction Official – Permits Issued in March

7. Reports of Committees

- A. Request for Proposals Results - IDIS and CDBG Consultant – March 18, 2015
- B. Request for Proposals Results - Sale and Redevelopment of Township Owned

Properties - March 18, 2015

C. Bid Results - Renovation of Chris Gatling Recreation Center – March 19, 2015

D. Bid Results - Roof Replacement - Municipal Building – March 18, 2015

## 8. Ordinances, Bills & Claims

### C. Bills & Claims

#### Jones – Inman 1. Bill Lists

RESOLVED THAT THE BILLS AND CLAIMS AGAINST THE TOWNSHIP OF IRVINGTON FOR A PERIOD APRIL 14, 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	\$1,532,418.67
SUPPLEMENTAL	\$ 145,191.66
TOTAL	\$1,677,610.33

Adopted

#### Jones – Inman 2. Payrolls

March 7, 2015 through March 20, 2015

REGULAR	OVERTIME	OTHER EARNED	TOTAL
\$(-3,693.75)	-0-	\$1,846.74	\$1847.01

March 21, 2015 through March 21, 2015

REGULAR	OVERTIME	OTHER EARNED	TOTAL
\$12,318.14	\$ -0-	\$ -0-	\$12,318.14

April 4, 2015 through April 17, 2015

REGULAR	OVERTIME	OTHER EARNED	TOTAL
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\$ -0-	\$ -0-	\$185,662.40	\$185,662.40
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March 7, 2015 through March 20, 2015

REGULAR	OVERTIME	OTHER EARNED	TOTAL
\$1,393,272.13	\$76,964.68	\$85,754.74	
\$1,555,991.55			

March 21, 2015 through April 3, 2015

REGULAR	OVERTIME	OTHER EARNED	TOTAL
\$1,407,488.32	\$84,439.90	\$286,150.43	
\$1,778,078.65			

Adopted

## 9. Resolutions & Motions

### A. Resolutions

Jones – Inman 1. Introduction of Camptown Business Improvement District's 2015 Budget

#### INTRODUCTION OF THE CAMPTOWN BUSINESS IMPROVEMENT DISTRICT FY 2015 ANNUAL BUDGET

WHEREAS, N.J.S.A. 40:56-84 requires that the budget for Special Improvement Districts be introduced in writing at a meeting of the Municipal Council for approval; and

WHEREAS, the Springfield Avenue Center Business Improvement District introduced its FY 2014-2015 budget with a report that explains how the budget contributes to goals and objectives for the special improvement district:

NOW, BE IT THEREFORE RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON the Municipal Council of the Township of Irvington, New Jersey does hereby approve the detailed annual budget for the Camptown Business Improvement District for 2015 and that this approval is subject to all requirements of N.J.S.A. 40:56-84, which includes public notice and hearing.

Adopted

Cox – Frederic 2. Ratify Contract for Emergency Sewer Repair at Intersection of Elmwood Avenue and Headley Terrace Based Upon Lowest Quotation - Your Way

Construction - \$102,600.00

**RESOLUTION TO AWARD AN EMERGENCY SEWER REPAIR CONTRACT  
FOR A SEWER FAILURE ON ELMWOOD AVENUE & HEADLEY TERRACE**

WHEREAS, a portion of the sanitary sewer located at the intersection of Elmwood Ave and Headley Terrace collapsed on March 16, 2015, and:

WHEREAS, the work needed to repair this sewer is beyond the current capabilities of the Department of Public Works and it is not practical for the Department of Public Works, and

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

WHEREAS, three quotes were solicited to completed the required work from Your Way Construction, Montana Construction and Shauger Property Group, and;

WHEREAS, Your Way Construction has provided the lowest quote to complete the required repairs for the total sum of \$102,600.00, and;

WHEREAS, the Asst to the Director of Public Works has concurred with the amount and recommends that an emergency contract be awarded to Your Way Construction of 404 Coit Street, Irvington NJ 07111, and;

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that it ratifies the decision of the Assistant to the Director of Public Works to authorize an emergency contract in the amount of \$102,600.00 to Your Way Construction of Irvington, NJ 07111 to repair the sanitary sewer located at the intersection of Elmwood Ave and Headley Terrace.

BE IT FURTHER RESOLVED that the required certification of funds for this expenditure will be provided by the Chief Financial Officer upon the adoption of the special emergency appropriation ordinance referenced herein.

Adopted

Cox – Burgess 3. Ratify Contract for Emergency Sewer Repair at Intersection of Stuyvesant Avenue Between the Clinton Avenue and Laurel Avenue Based Upon Lowest Quotation - Shauger Property Services, Inc. - \$50,215.00

**RESOLUTION TO AWARD AN EMERGENCY SEWER REPAIR CONTRACT FOR A  
SEWER FAILURE ON STUYVESANT AVENUE BETWEEN CLINTON AVENUE  
AND LAUREL AVENUE**

WHEREAS, a portion of the sanitary sewer located on Stuyvesant Ave between the intersection of Clinton Avenue and Laurel Ave collapsed on March 17, 2015, and:

WHEREAS, the work needed to repair this sewer is beyond the current capabilities of the Department of Public Works and it is not practical for the Department of Public Works, and

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

WHEREAS, four quotes were solicited to completed the required work from Your Way Construction, John Garcia Construction, F. Gaccione Inc. and Shauger Property Group, and;

WHEREAS, Your Way Construction and Shauger Properties Services submitted quotes to the Township request, and;

WHEREAS, Shauger Property Services Inc., has provided the lowest quote to complete the required repairs for the total sum of \$50,215.00, and;

WHEREAS, the Asst to the Director of Public Works has concurred with the amount and recommends that an emergency contract be awarded to Shauger Property Services Inc., of 429 Dodd Street, East Orange, NJ 07017, and;

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that it ratifies the decision of the Asst to the Director of Public Works to authorize an emergency contract in the amount of \$50,215.00 to Shauger Property Services Inc., of 429 Dodd Street, East Orange, NJ 07017 to repair the sanitary sewer on Stuyvesant Ave, between the intersection of Clinton Ave and Laurel Ave.

BE IT FURTHER RESOLVED that the required certification of funds for this expenditure will be provided by the Chief Financial Officer upon the adoption of the special emergency appropriation ordinance referenced herein.

Adopted

Burgess – Cox 4. Award Contract for Reverse Energy Audit Based Upon Requests for Proposals - Premier Energy Auction - No Cost to the Township

#### AWARDING A CONTRACT FOR REVERSE ENERGY AUCTION SERVICE

WHEREAS, sealed proposals were received on February 26, 2015 for reverse energy auction service in response to public advertisement in the New Jersey

Star Ledger on February 09, 2015; and

WHEREAS, two proposals were paid and picked up from the Division of Purchasing; and

WHEREAS, two proposals were received and opened by the Township Clerk and Purchasing Agent; and

WHEREAS, said qualifications were referred to the Township Green team and Qualified Purchasing Agent; and

WHEREAS, the qualifications satisfied the proposal requirements; and

WHEREAS, it is recommended that the award be made to Premiere Energy Auction, 75 Lane Road, Suite 203, Fairfield, NJ 07004 on the basis of their responsible response to the request for proposal that meets the criteria and qualifications.

NOW THEREFORE BE, IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that a contract for Reverse Energy Auction service of the Township of Irvington be awarded to Premiere Energy Auction, 75 Lane Road, Suite 203, Fairfield, NJ 07004 for one year starting on April 15, 2015 - April 16, 2016.

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

BE IT FURTHER RESOLVED, the vendor will be paid directly from the Energy companies and the vendor will disclose total compensation received to the Township. The Township will not be responsible for paying any fees to the vendor.

Adopted

Jones – Frederic 5. Reject Request for Proposals - Community Development and Planning Consultant Services

#### REJECT RFPs FOR CDBG CONSULTANT SERVICE

WHEREAS, on March 03, 2015 the Township of Irvington accepted and opened RFPs for CDBG Consultant Service; and

WHEREAS, the Township received one RFPs for this service; and

WHEREAS, the Administration wishes to reject all bids on the basis on the Township decided to abandon the project and use existing employees; and

WHEREAS, the Local Public Contract Law, 40A:11-13.2.(c) provide that a municipality may reject all RFPs when the Township decided to abandon the project and use existing employees; and

NOW THEREFORE BE IT RESOVED by the Council of Township of Irvington, in the County of Essex, that all RFPs received for CDBG service is hereby rejected in accordance with the Local Public Contracts Law, NJSA40A:11-13.2.(c).

Adopted

Jones – Burgess 6. Authorize Purchase of Street Sweeper Services Over the Pay to Play Threshold of \$17,500.00 and Under the Bid Threshold of \$36,000.00 - Northeast Sweepers, LLC

**AUTHORIZING PURCHASE OVER THE PAY TO PLAY THRESHOLD OF \$17,500.00 FOR STREET SWEEPERS SERVICE**

WHEREAS, street sweeping service will exceed the Pay to Play threshold; and,

WHEREAS, three quotes were obtained for this service from Shauger Property Services, Reilly Sweeping Inc., and Northeast Sweepers; and,

WHEREAS, Northeast Sweepers LLC of 143 Valley Street, Belleville, NJ 07109 provided the lowest quote for this service; and,

WHEREAS, the Township of Irvington intends to enter into contracts with vendors over the pay-to-play threshold of \$17,500.00 through this resolution and properly executed purchase orders as needed, which shall be subject to all the conditions applicable law of N.J.A.C. 5:34- et seq; and,

WHEREAS, in compliance with 19:44a-20.13 et., seq., Northeast Sweepers LLC of 143 Valley Street, Belleville, NJ 07109 will exceed the Pay-to-Play threshold of \$17,500.00 for Street Sweepers Service; and,

WHEREAS, vendor has completed the Township C-271, elect reports and political disclosure forms. These forms are on file in the Division of Purchasing Office and the Municipal Clerk; and

NOW, THEREFORE, BE IT RESLOVED, that the Municipal Council of the Township of Irvington hereby authorizes the Qualified Purchasing Agent to purchase certain goods or services from Northeast Sweepers LLC of 143 Valley Street, Belleville, NJ 07109 in excess of pay to play threshold \$17,500.00 but under the bid threshold of \$36,000.00; and

BE IT RESOLVED, that the required certification of availability of funds C5-00251 in

the amount of \$36,000.00 from account number 5-01-21-165-165-118 has been obtained from the Chief Financial Officer.

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 \$17,500.00.

Adopted

Burgess – Cox 7. Authorize Purchase of Street Public Works Equipment Over the Pay to Play Threshold of \$17,500.00 and Under the Bid Threshold of \$36,000.00 - Trico Equipment Services, LLC

AUTHORIZING PURCHASE OVER THE PAY TO PLAY THRESHOLD OF \$17,500.00 FOR PUBLIC WORKS EQUIPMENTS

WHEREAS, Department of Public Works requested to purchase a new Tink 720 Claw Bucket and Grapple Bucket equipment which will exceed the Pay to Play threshold; and,

WHEREAS, two quotes were obtained from Jesco Equipment and Trico Equipment Services LLC; and,

WHEREAS, Trico Equipment Services LLC of 551 N. Harding Hwy, Vineland, NJ 08360 provided the lowest quote for this good; and,

WHEREAS, the Township of Irvington intends to enter into contracts with vendors over the pay-to-play threshold of \$17,500.00 through this resolution and properly executed purchase orders as needed, which shall be subject to all the conditions applicable law of N.J.A.C. 5:34- et seq; and,

WHEREAS, in compliance with 19:44a-20.13 et., seq., Trico Equipment Services LLC of 551 N. Harding Hwy, Vineland, NJ 08360 will exceed the Pay-to-Play threshold of \$17,500.00 for Public Works equipment; and,

WHEREAS, vendor has completed the Township C-271, elect reports and political disclosure forms. These forms are on file in the Division of Purchasing Office and the Municipal Clerk; and

NOW, THEREFORE, BE IT RESLOVED, that the Municipal Council of the Township of Irvington hereby authorizes the Qualified Purchasing Agent to purchase certain goods or services from Trico Equipment Services LLC of 551 N. Harding Hwy, Vineland, NJ 08360 in excess of pay to play threshold \$17,500.00 but under the bid threshold of



\$36,000.00; and

BE IT RESOLVED, purchase order number 15-01264 in the amount of \$31,062.00 from account number C-04-56-848-014-902 has been obtained from the Chief Financial Officer

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 \$17,500.00.

Adopted

Inman – Frederic 8. Authorize Interlocal Services Agreement With Township of Union - Milling and Paving Walker Avenue - Stilo Excavation, Inc. - 49,958.00

RESOLUTION AUTHORIZING AND APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE TOWNSHIP OF IRVINGTON AND THE TOWNSHIP OF UNION FOR THE PAVING OF WALKER AVE FROM THE IRVINGTON LINE TO MILL ROAD

WHEREAS, it has been identified and determined the need for milling and paving repair of roadway on Walker Ave from the Irvington line to Mill road; and

WHEREAS, there would be a benefit to the residents of Irvington and Union to have the milling and paving on Walker Ave to Mill Road in Irvington to be completed at the same time due to certain economies and efficiencies; and

WHEREAS, the Township of Union has Publicly advertised and received bids for the milling and paving of Walker Ave; and

WHEREAS, Stilo Excavation, Inc., was the lowest, responsible, responsive bidder and has agreed to provide the milling and paving service for the approximately 700 linear feet of Walker Ave in Irvington from Union line to Mill road for the same unit prices as Union Township and in accordance with the same terms and conditions set forth in the Union's Specification ; and

WHEREAS, the total cost to mill and pave the 700 linear feet of Walker Ave in Irvington is \$47,458.00 plus asphalt price adjustment, presently set at \$2,500.00 for the total sum of \$49,958.00; and

WHEREAS, NJSA 40:8A-1 et seq. the Interlocal Service Act, provides a mechanism for making such contracts between public agencies; and

NOW THEREFORE BE IT RESOLVED, that the Mayor and Municipal Council of

the Township of Irvington hereby approves the repaving and milling of Walker Ave under the terms and conditions set forth in Interlocal agreement, herein attached; and

IT FURTHER RESOLVED, that Mayor and Municipal Clerk is hereby authorized to execute Interlocal agreement; and

IT FURTHER RESOLVED that the Agreement shall take effect upon the adoption of an appropriate resolution by Township of Union.

BE IT RESOLVED, that the required certification of availability of funds C5-00252 in the amount of \$49,958.00 from account number C-04-56-848-014-902 has been obtained from the Chief Financial Officer.

Adopted

Inman – Cox 9. Authorize Emergency Contract for Substitute Prosecutor – March 18, 2015 – John E. Cerza - \$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 March 18, 2015 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 John E. Cerza to cover the municipal court session on March 18, 2015.

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

1. The Township Attorney will hire John E. Cerza as a substitute prosecutor on an emergency basis for March 18, 2015 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 on purchase order number 15-01300.

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

Frederic – Burgess 10. Authorize Escrow Agreement for Redevelopment of 863 - 875 – 18th Avenue - Malcolm Shabazz Urban Renewal 875, LLC

**RESOLUTION AUTHORIZING THE EXECUTION  
OF AN ESCROW AGREEMENT WITH**

**MALCOLM SHABAZZ URBAN RENEWAL 875, LLC**

**WHEREAS**, the Township Council, by Resolution No. UEZ 07-0227-5, duly adopted on February 27, 2007, designated certain real property within the Township and located within the Township's Urban Enterprise Zone (the "UEZ"), including without limitation, real property within the Township known as 863-875 18<sup>th</sup> Avenue, Irvington, New Jersey, comprising Block 56 Lots 1 & 2 on the Official Tax Maps of the Township (the "**Project Area**") as an area in need of rehabilitation pursuant to the *Local Redevelopment and Housing Law, N.J.S.A. 40A: 12A-1 et seq.* (the "**LRHL**"); and

**WHEREAS**, on July 16, 2002, the Township Council duly adopted a redevelopment plan governing the Project Area, as subsequently amended by the Township Council on September 13, 2005 and September 11, 2007, respectively (the "**Redevelopment Plan**"); and

**WHEREAS**, on August 27, 2014, Malcom Shabazz Urban Renewal 875, LLC (the "Redeveloper") submitted an application seeking a payment in lieu of taxes pursuant to the *Long Term Tax Exemption Law, N.J.S.A. 40A:12A-1 et seq.* (the "**LTTE**"); and

**WHEREAS**, the Township Council, by Resolution No. UEZ-14-1125-5, designated the Redeveloper as the "Redeveloper" of the Project Area pursuant to the LRHL;

**WHEREAS**, the Redeveloper and the Township intend to negotiate a Redevelopment Agreement and/or Financial Agreement (the "**Agreement**"); and

**WHEREAS**, the Redeveloper has agreed to bear the costs for the professionals needed by the Township to review and advise the Township with

regard to the redevelopment of the Project Area and the negotiation of an Agreement, including without limitation the costs for professional planners and legal counsel to assist the Township in that review and negotiation, and in connection therewith have agreed to establish an escrow fund with the Township to provide for the payment of the Township's professional fees, costs and expenses.

**NOW THEREFORE, BE IT RESOLVED** by the Township of Irvington Municipal Council as follows:

**Section 1. Generally.** The aforementioned recitals are incorporated herein as though fully set forth at length.

**Section 2. Execution of Agreement.** The Township Council hereby authorizes the Township Administration together with redevelopment counsel, to finalize and execute the escrow agreement substantially in the form attached hereto as "Exhibit A" with such changes, deletions, and modifications as may be required to effect the transaction contemplated by this resolution, for any and all costs incurred by the Township and its professionals and consultants in reviewing and advising the Township with regard to the redevelopment of the Project Area and negotiation of an Agreement, provided however, that this resolution shall not be construed as an obligation of the Township to execute an Agreement with the Redeveloper.

**Section 3. Effective Date.** This resolution shall take effect immediately.

### **Exhibit A**

#### SHABAZZ ESCROW AGREEMENT ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("Escrow Agreement") is made as of the \_\_\_\_ day of January, 2015 by and between MALCOLM SHABAZZ URBAN RENEWAL 875, LLC (the "Redeveloper"), with an address at 7 Glenwood Avenue, Suite 311C, East Orange, NJ 07017 and THE TOWNSHIP OF IRVINGTON, a body corporate and politic of the State of New Jersey, (the "Township"), with an address at Municipal Building, Civic Square, Irvington, New Jersey 07111.

WITNESSETH:

WHEREAS, the Township Council, by Resolution No. UEZ 07-0227-5, duly adopted on February 27, 2007, designated certain real property within the Township and located within the Township's Urban Enterprise Zone (the "UEZ"), including without limitation, real property within the Township known as 863-875 18th Avenue, Irvington, New Jersey, comprising Block 56 Lots 1 & 2 on the Official Tax Maps of the Township (the "Project Area") as an area in need of rehabilitation pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A: 12A-1 et seq. (the "LRHL"); and

WHEREAS, on July 16, 2002, the Township Council duly adopted a redevelopment plan

governing the Project Area, as subsequently amended by the Township Council on September 13, 2005 and September 11, 2007, respectively (the (the “Redevelopment Plan”); and

WHEREAS, on August 27, 2014, the Redeveloper submitted an application seeking a payment in lieu of taxes pursuant to the Long Term Tax Exemption Law, N.J.S.A. 40A:12A-1 et seq. (the “LTTE”); and

WHEREAS, the Township Council, by Resolution No. UEZ-14-1125-5, designated the Redeveloper as the “Redeveloper” of the Project Area pursuant to the LRHL;

WHEREAS, the Redeveloper and the Township intend to negotiate a Redevelopment Agreement and/or Financial Agreement (the “Agreement”); and

WHEREAS, as an inducement to the Township to engage in such negotiations, and as a precondition thereto, the Redeveloper has agreed to deposit with the Township the initial amount of FIFTEEN THOUSAND and 00/100 (\$15,000.00) DOLLARS (the “Escrow Deposit”), to be deposited in an escrow account and disbursed in accordance with the provisions of this Escrow Agreement to defray certain costs incurred by or on behalf of the Township arising out of or in connection with the negotiation and preparation of the Agreement.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Escrow Deposit. The initial Escrow Deposit is separate from and in addition to all other application fees and escrow deposits that may be required by the Township pursuant to the terms of the Agreement, if the parties are successful in their negotiations and one is executed, including any applications for land use approvals that may be needed to implement the Redevelopment Plan. Additions to the Escrow Deposit may subsequently become necessary to cover all reimbursable expenses incurred by the Township pursuant to the terms of this Escrow Agreement.

2. Scope of Reimbursable Services. (a) The Township shall be entitled to be reimbursed for all professional charges incurred in connection with the selection and designation of the Redeveloper as redeveloper, and the negotiation and preparation of the Agreement; the preparation and review of all related documents and materials, including but not limited to correspondence, meetings and all communications (including by telephone and e-mail) with the Redeveloper, its professionals, Township staff or retained professional(s) in the negotiation and preparation of such Agreement and related documents or materials (collectively, the “Reimbursable Activities”). Reimbursement may include charges incurred in connection with Reimbursable Activities prior to the date of this Escrow Agreement, and is not contingent upon the outcome of the negotiations or execution of an Agreement.

(b) Properly reimbursable professional charges shall be reasonable and necessary and shall relate to Reimbursable Activities performed by outside consultants and professionals.

(c) In addition to professional and consultant fees and expenses, properly reimbursable charges shall include a charge for each special meeting of a

municipal board held at the request of or with the consent of the Redeveloper, at a cost of \$1,000.00 per meeting.

3. Deposit and Administration of Escrow Funds. The Escrow Deposit and all additions thereto shall be held by the Township in a banking institution or savings and loan association in the State of New Jersey insured by an agency of the federal government, or in any other fund or depository approved for such deposits by the State of New Jersey, in a segregated, non-interest bearing account referenced to this Escrow Agreement.

4. Payments from the Escrow Funds. (a) The Township shall use such funds to pay reimbursable professional charges or the charges for special meetings.

(b) Professional charges paid out of the escrow account shall include professional charges in connection with the Reimbursable Activities. The Redeveloper shall not be charged for any costs and expenses not associated with the Reimbursable Activities. The only costs that shall be added shall be actual out-of-pocket expenses of such professionals or outside consultants, including normal and typical expenses incurred in connection with such Reimbursable Activities.

(c) Each payment for professional services charged to the escrow account shall be pursuant to a voucher from the professional, identifying the personnel performing the Reimbursable Activities, each date the services were performed, the hours spent in not greater than one-quarter (1/4) hour increments, the hourly rate, and specifying properly reimbursable expenses. All professionals shall submit the required vouchers or statements to the Township on a periodic basis in accordance with the schedule and procedures established by the Township. If so requested by the Redeveloper the professional shall simultaneously send an informational copy of each voucher or statement submitted to the Township to the Redeveloper; provided, that each such informational voucher or statement may be redacted if and as necessary to prevent disclosure of privileged or otherwise confidential matters.

5. Accounting and Additional Deposits. Upon the execution of an Agreement, termination of negotiations, or as reasonably requested by the Redeveloper, the Township shall prepare and send to the Redeveloper a statement which shall include an accounting of funds listing all deposits, disbursements and the cumulative balance of the escrow account. If at any time the balance in the escrow account is less than TWO THOUSAND FIVE HUNDRED and 00/100 (\$2,500.00) DOLLARS, or if the escrow account otherwise contains insufficient funds to enable the Township to continue with the negotiations or document preparation, the Township shall provide the Redeveloper with a notice of the insufficient escrow deposit balance. The Redeveloper shall deposit to the escrow account additional funds such that the total amount on deposit shall be not less than TEN THOUSAND and 00/100 (\$10,000.00) DOLLARS, such deposit to be made within five (5) business days of the Township's notice, failing which the Township may unilaterally cease work without liability to the Redeveloper.

6. Close Out Procedures. Upon termination of negotiations without an Agreement being executed, or upon the execution of an Agreement, and unless otherwise provided in the Agreement, the Redeveloper shall send written notice by certified mail to the Township, the Township and to the relevant municipal

professional(s), requesting that the remaining balance of the Escrow Deposit be refunded, or otherwise applied as agreed to pursuant to the terms of the executed Agreement. After receipt of such notice, the professional(s) shall render a final bill to the Township within 30 days, and if so requested shall send an informational copy simultaneously to the Redeveloper. Within 30 days of receipt of the final bill the Township shall pay all outstanding bills and render a written final accounting to the Redeveloper detailing the uses to which the escrow funds were put. The Redeveloper will not be responsible for any additional charges once the final accounting has been rendered by the Township in accordance with this section. If an Agreement is executed and the Redeveloper so requests, the Township agrees to apply any balance remaining in the Escrow Deposit towards the funding of any escrow deposits that may be required to be posted pursuant to the terms of the executed Agreement.

7. Disputed Charges. (a) The Redeveloper may dispute the propriety or reasonableness of professional charges paid out of the Escrow Deposit by written notice to the Township. A copy of such notice shall be sent simultaneously to the professional(s) whose charges or estimated costs are the subject of the dispute. Such written notice of a disputed charge shall be given within 45 days from the Redeveloper's receipt of the informational copy of the professional's voucher, except that if the professional has not supplied the Redeveloper with an informational copy of the voucher, then the Redeveloper shall send notice within 60 days from receipt of the first statement of activity against the escrow account containing the disputed charge. Failure to dispute a charge in writing within the prescribed time shall constitute the Redeveloper's acceptance of the charge and a waiver by the Redeveloper of all objections to the charge and to payment thereof out of the escrow account.

(b) During the pendency of a dispute the Township may continue to pay undisputed charges out of the escrow account. If a dispute over a charge is resolved in the Redeveloper's favor after having been paid, the Township shall reimburse the escrow account in the amount determined to be properly disputed.

8. Governing Law. This Escrow Agreement shall be governed, construed and enforced according to the laws of the State of New Jersey, without regard to its conflicts of laws principles. Any action hereunder shall be brought exclusively in a court of the State of New Jersey or in a United States Court having jurisdiction in the District of New Jersey, in either case sitting in Essex County, New Jersey, and the Redeveloper hereby waives all objections to such venue.

9. Successors and Assigns. This Escrow Agreement shall be binding upon, and inure to the benefit of, the parties hereto and upon each party's successors and assigns.

10. Entire Agreement; No Modification Unless in Writing. This Escrow Agreement contains the entire agreement of the parties relative to the subject matter hereof. Any amendment hereto or modification or variation hereof shall be ineffective unless in writing signed by each of the parties hereto.

11. Effective Date. This Escrow Agreement shall not become effective unless and until the initial Escrow Deposit is made.

The balance of this page intentionally left blank; signatures appear on next page.  
IN WITNESS WHEREOF, the parties have executed this Agreement the date and



year first above written.

Witness or Attest:

TOWNSHIP OF IRVINGTON

By:

MALCOLM SHABAZZ

URBAN RENEWAL 875, LLC

By:

Name: Yair Jason Schneid

Title: Managing Partner

Adopted

Frederic – Burgess 11. Commemorate Earth Day, 2015

2015

EARTH DAY and ANTI-GRAFFITI DAY

WHEREAS, 45 years ago Americans joined together on EARTH DAY in a united exhibition of concern for the environment, and their shared action resulted in the passage of sweeping new legislation to protect our air, water and land; and

WHEREAS, since the first EARTH DAY, despite environmental improvements, the environmental well being of the planet is increasingly endangered, threatened by global climate change, ozone depletion, growing world population, tropical deforestation, ocean pollution and nuclear waste, therefore requiring action by all areas of society; and

WHEREAS, EARTH DAY, 2015 is a national and international cry for action that all citizens join in a world effort to save the planet Earth, to preserve plants, animals and natural communities that represent the diversity of life on Earth by protecting the lands and waters they need to survive; and

WHEREAS, the activities and events of EARTH DAY, 2015 will serve to teach all citizens of the importance of acting in an environmentally sound fashion by recycling, conserving energy and water, using efficient transportation, adopting more ecologically sensitive lifestyles, buying and utilizing products which are environmentally safe, and supporting the adoption of laws demonstrating concern for the environment:

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that we do hereby proclaim the importance of Earth Day, April 22, 2015 and celebrate it in the Township of Irvington, and that on April 25, 2015, the Township of Irvington will commemorate EARTH DAY AND ANTI-GRAFFITI DAY.

Adopted

Inman – Cox 12. Establish Handicapped Parking Spaces in Front of 59 Linden Avenue

and 623 Nye Avenue

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 59 Linden Avenue and 623 Nye Avenue:

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 59 Linden Avenue and 623 Nye Avenue; and  
BE IT FURTHER RESOLVED that the Department of Public Works is directed to place a sign designating said handicapped parking spaces.

Adopted

Jones – Cox 13. Ratify Contract for Emergency Sewer Repair on Paine Avenue Based Upon Lowest Quotation - Shauger Property Services, Inc.– \$22,175.00

#### RESOLUTION TO AWARD AN EMERGENCY SEWER REPAIR CONTRACT FOR A SEWER FAILURE ON PAINE AVE

WHEREAS, a portion of the sanitary sewer located at Paine Ave collapsed on April 01, 2015, and:

WHEREAS, the work needed to repair this sewer is beyond the current capabilities of the Department of Public Works and it is not practical for the Department of Public Works, and

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

WHEREAS, two quotes were solicited to completed the required work from Your Way Construction and Shauger Property Group, and;

WHEREAS, Shauger Property Group has provided the lowest quote to complete the required repairs for the total sum of \$22,175.00 and;

WHEREAS, the Asst to the Director of Public Works has concurred with the amount and recommends that an emergency contract be awarded to Shauger Property Group, 429 Dodd Street, East Orange, NJ 07017, and;

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that it ratifies the decision of the Assistant to the Director of Public Works to authorize an emergency contract in the amount of \$22,175.00 Shauger Property Group, 429 Dodd Street, East Orange, NJ 07017 to repair the sanitary sewer on Paine Ave.

BE IT FURTHER RESOLVED that the required certification of funds for this expenditure was charged to account number 5-01-21-165-165-118 and will be paid on Purchase order number 15-01423.

Adopted

Jones – Burgess 14. Authorize Fair and Open Professional Services Contract for IDIS Consulting Services - Ron Allen Consulting - \$15,000.00 – April 15, 2014 Through April 14, 2016

#### RESOLUTION AUTHORIZING FAIR AND OPEN PROFESSIONAL SERVICE CONTRACT FOR IDIS CONSULTANT SERVICES

WHEREAS, the Request for Proposals for IDIS Consultant service was publicly advertised in the New Jersey Star Ledger and on website on March 03, 2015 with a deadline for qualification to be submitted on March 18, 2015; and

WHEREAS, one qualification was received and publicly opened; and

WHEREAS, said qualification was referred to the Redevelopment/CDBG Director; and

WHEREAS, the qualifications satisfied the RFP requirement and;

WHEREAS, the Redevelopment/CDBG Director has recommended award should be made to the following firm:

RON ALLEN CONSULTING  
RONALD L. ALLENT  
15439 REPRISE TER  
ROCKVILLE, MD 20850

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that a contract for IDIS Consultant service, 15439 Reprise Ter. Rockville, MD 20850 on the basis of their response to the request

for proposal meeting the selection criteria and qualifications.

BE IT FURTHER RESOLVED, that the total cost for this service will be \$15,000.000 for one year, starting on April 15, 2015 until April 14, 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 C5-00253 in the amount of \$15,000.00 from account number T-21-41-850-15b-802 has been obtained from the Chief Financial Officer.

Adopted

Jones – Inman 15. Award Bid – Roof Replacement – Municipal Building –  
Cypreco Industries – Not to Exceed \$88,986.00

AWARD OF CONTRACT FOR ROOF REPLACEMENT FOR THE MUNICIPAL  
BUILDING ROOF

WHEREAS, invitation for bids for the replacement of the Municipal Roof was publicly advertised in the New Jersey Star Ledger on February 27, 2015 and on the Township website on the same date with a deadline for bids to be submitted on March 18, 2015; and

WHEREAS, five bids were received and opened by the Township Clerk and Purchasing Agent; and

WHEREAS, bids received were reviewed according to the New Jersey Local Public Contract law, and referred to the Township Engineer for review and recommendation; and

WHEREAS, the Township Engineer has recommended that the award be made to Cypreco Industries., 1420 9th Ave, Neptune NJ 07753 on the basis of their lowest, responsible, responsive bid, in an amount not to exceed \$88,986.00.

NOW THEREFORE BE, IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that a contract for the roof replacement of the Municipal Building be awarded to Cypreco Industries., 1420 9th Ave, Neptune NJ 07753; and

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

BE IT FURTHER RESOLVED, the Township Clerk is hereby directed to return the bid

security to the unsuccessful bidders; and

BE IT RESOLVED, that the required certification of availability of funds C5-00254 in the amount of \$88,986.00 from account number C-04-56-848-014-902 has been obtained from the Chief Financial Officer.

### Adopted

Inman – Frederic 16. Authorize Tax Payment Plan – Block 149, Lot 13 – 636-638 Grove Street

### Resolution to Redeem Municipal Held Lien in Installments

WHEREAS, N.J.S.A. 54:5-65 provides authority for the governing body to authorize redemption of a municipally held lien by installment payments to include principal and interest; and,

WHEREAS. Cernal Turkleri, owner of record of Block 149, Lot 13, Qual , also known as 636-638 Grove Street, Municipality of Irvington, is desirous of satisfying Tax Title Lien # 12-01983 in the amount of \$14,954.50 by the installment payment plan.

NOW, THEREFORE, BE IT RESOLVED, BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON, COUNTY OF ESSEX, STATE OF NEW JERSEY, hereby authorize an installment payment plan \$540.66, as set forth on the attached schedule and that in addition to said installments being promptly paid on the first of each month, for 36 months, all current year's taxes, subsequent taxes, assessments or other municipal liens imposed shall be promptly paid when due.

BE IT FURTHER RESOLVED, that the final payment shall be sufficient to include all amounts due the municipality and secured by the tax sale lien, except for current year's taxes, and shall include interest properly chargeable on the respective unpaid balances.

BE IT FURTHER RESOLVED, that if installment payments are regularly and promptly made in accordance with the attached schedule, then the municipality will suspend any action to cut off or foreclose the right of redemption, and will agree not to assign, transfer or otherwise alienate the tax title lien it holds.

BE IT FURTHER RESOLVED, if any unpaid installment remains unpaid after 30 days of due date, then the municipality may proceed to enforce or foreclose the tax sale lien, or sell, assign, transfer or alienate it and shall proceed only for the unpaid balance after proper credit of such installment payments as were made.

BE IT FURTHER RESOLVED, that a certified copy of this resolution, along with

an attached installment schedule will be forwarded to the Tax Collector and the property owner.

Adopted

Inman – Frederic 17. Authorize Tax Payment Plan – Block 149, Lot 14 – 634 Grove Street

**Resolution to Redeem Municipal Held Lien in Installments**

**WHEREAS**, N.J.S.A. 54:5-65 provides authority for the governing body to authorize redemption of a municipally held lien by installment payments to include principal and interest; and,

**WHEREAS**, Cernal Turkleri, owner of record of Block 149, Lot 14, Qual \_\_\_\_\_, also known as 634 Grove Street, Municipality of Irvington, is desirous of satisfying Tax Title Lien # 12-01984 in the amount of \$14,409.93 by the installment payment plan.

**NOW, THEREFORE, BE IT RESOLVED**, BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON, COUNTY OF ESSEX, STATE OF NEW JERSEY, hereby authorize an installment payment plan \$500.96, as set forth on the attached schedule and that in addition to said installments being promptly paid on the first of each month, for 36 months, all current year's taxes, subsequent taxes, assessments or other municipal liens imposed shall be promptly paid when due.

**BE IT FURTHER RESOLVED**, that the final payment shall be sufficient to include all amounts due the municipality and secured by the tax sale lien, except for current year's taxes, and shall include interest properly chargeable on the respective unpaid balances.

**BE IT FURTHER RESOLVED**, that if installment payments are regularly and promptly made in accordance with the attached schedule, then the municipality will suspend any action to cut off or foreclose the right of redemption, and will agree not to assign, transfer or otherwise alienate the tax title lien it holds.

**BE IT FURTHER RESOLVED**, if any unpaid installment remains unpaid after 30 days of due date, then the municipality may proceed to enforce or foreclose the tax sale lien, or sell, assign, transfer or alienate it and shall proceed only for the unpaid balance after proper credit of such installment payments as were made.

**BE IT FURTHER RESOLVED**, that a certified copy of this resolution, along with an attached installment schedule will be forwarded to the Tax Collector and the property owner.

Adopted

Inman – Cox 18. Authorize Tax Payment Plan – Block 162, Lot 23 – 413 – 21<sup>st</sup> Street

**Resolution to Redeem Municipal Held Lien in Installments**

**WHEREAS**, N.J.S.A. 54:5-65 provides authority for the governing body to authorize redemption of a municipally held lien by installment payments to include principal and interest; and,

**WHEREAS**, Josiah Hibbert, owner of record of Block 162, Lot 23, Qual \_\_\_\_\_, also known as 413 21st Street, Municipality of Irvington, is desirous of satisfying Tax Title Lien # 101054 in the amount of \$48,363.12 by the installment payment plan.

**NOW, THEREFORE, BE IT RESOLVED**, BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON, COUNTY OF ESSEX, STATE OF NEW JERSEY, hereby authorize an installment payment plan \$1,625.52, as set forth on the attached schedule and that in addition to said installments being promptly paid on the first of each month, for 36 months, all current year's taxes, subsequent taxes, assessments or other municipal liens imposed shall be promptly paid when due.

**BE IT FURTHER RESOLVED**, that the final payment shall be sufficient to include all amounts due the municipality and secured by the tax sale lien, except for current year's taxes, and shall include interest properly chargeable on the respective unpaid balances.

**BE IT FURTHER RESOLVED**, that if installment payments are regularly and promptly made in accordance with the attached schedule, then the municipality will suspend any action to cut off or foreclose the right of redemption, and will agree not to assign, transfer or otherwise alienate the tax title lien it holds.

**BE IT FURTHER RESOLVED**, if any unpaid installment remains unpaid after 30 days of due date, then the municipality may proceed to enforce or foreclose the tax sale lien, or sell, assign, transfer or alienate it and shall proceed only for the unpaid balance after proper credit of such installment payments as were made.

**BE IT FURTHER RESOLVED**, that a certified copy of this resolution, along with an attached installment schedule will be forwarded to the Tax Collector and the property owner.

Adopted

Burgess – Inman 19. Authorize Tax Payment Plan – Block 143, Lot 5 – 308 – 21<sup>st</sup> Street

### **Resolution to Redeem Municipal Held Lien in Installments**

**WHEREAS**, N.J.S.A. 54:5-65 provides authority for the governing body to authorize redemption of a municipally held lien by installment payments to include principal and interest; and,

**WHEREAS**, Josiah Hibbert., owner of record of Block 143, Lot 5, Qual \_\_\_\_\_, also known as 308 21st Street, Municipality of Irvington, is desirous of satisfying Tax Title Lien # 14-01257 in the amount of \$35,281.04 by the installment payment plan.

**NOW, THEREFORE, BE IT RESOLVED**, BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON, COUNTY OF ESSEX, STATE OF NEW JERSEY, hereby authorize an installment payment plan \$1,275.49, as set forth on the attached schedule and that in addition to said installments being promptly paid on the first of each month, for 36 months, all current year's taxes, subsequent taxes, assessments or other municipal liens imposed shall be promptly paid when due.

**BE IT FURTHER RESOLVED**, that the final payment shall be sufficient to include all amounts due the municipality and secured by the tax sale lien, except for current year's taxes, and shall include interest properly chargeable on the respective unpaid balances.

**BE IT FURTHER RESOLVED**, that if installment payments are regularly and promptly made in accordance with the attached schedule, then the municipality will suspend any action to cut off or foreclose the right of redemption, and will agree not to assign, transfer or otherwise alienate the tax title lien it holds.

**BE IT FURTHER RESOLVED**, if any unpaid installment remains unpaid after 30 days of due date, then the municipality may proceed to enforce or foreclose the tax sale lien, or sell, assign, transfer or alienate it and shall proceed only for the unpaid balance after proper credit of such installment payments as were made.

**BE IT FURTHER RESOLVED**, that a certified copy of this resolution, along with an attached installment schedule will be forwarded to the Tax Collector and the property owner.

Adopted

Inman – Frederic 20. Authorize Tax Payment Plan – Block 279.01, Lot 1 – 761  
Chancellor Avenue

### **Resolution to Redeem Municipal Held Lien in Installments**

**WHEREAS**, N.J.S.A. 54:5-65 provides authority for the governing body to authorize



redemption of a municipally held lien by installment payments to include principal and interest; and,

**WHEREAS**, David & Victoria Fiorilli., owner of record of Block 297.01, Lot 1, Qual\_\_\_\_\_, also known as 761 Chancellor Avenue, Municipality of Irvington, is desirous of satisfying Tax Title Lien # 14-01257 in the amount of \$11,174.53 by the installment payment plan.

**NOW, THEREFORE, BE IT RESOLVED**, BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON, COUNTY OF ESSEX, STATE OF NEW JERSEY, hereby authorize an installment payment plan \$1,024.52, as set forth on the attached schedule and that in addition to said installments being promptly paid on the first of each month, for 12 months, all current year's taxes, subsequent taxes, assessments or other municipal liens imposed shall be promptly paid when due.

**BE IT FURTHER RESOLVED**, that the final payment shall be sufficient to include all amounts due the municipality and secured by the tax sale lien, except for current year's taxes, and shall include interest properly chargeable on the respective unpaid balances.

**BE IT FURTHER RESOLVED**, that if installment payments are regularly and promptly made in accordance with the attached schedule, then the municipality will suspend any action to cut off or foreclose the right of redemption, and will agree not to assign, transfer or otherwise alienate the tax title lien it holds.

**BE IT FURTHER RESOLVED**, if any unpaid installment remains unpaid after 30 days of due date, then the municipality may proceed to enforce or foreclose the tax sale lien, or sell, assign, transfer or alienate it and shall proceed only for the unpaid balance after proper credit of such installment payments as were made.

**BE IT FURTHER RESOLVED**, that a certified copy of this resolution, along with an attached installment schedule will be forwarded to the Tax Collector and the property owner.

Adopted

Cox – Inman 21. Authorize Tax Payment Plan – Block 114, Lot 22 – 10 Rodwell Avenue

### **Resolution to Redeem Municipal Held Lien in Installments**

**WHEREAS**, N.J.S.A. 54:5-65 provides authority for the governing body to authorize redemption of a municipally held lien by installment payments to include principal and interest; and,

**WHEREAS**, Eddie White., owner of record of Block 114, Lot 22, Qual\_\_\_\_\_,

also known as 10 Rodwell Avenue, Municipality of Irvington, is desirous of satisfying Tax Title Lien # 12-01757 in the amount of \$19,924.27 by the installment payment plan.

**NOW, THEREFORE, BE IT RESOLVED,** BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON, COUNTY OF ESSEX, STATE OF NEW JERSEY, hereby authorize an installment payment plan \$720.30, as set forth on the attached schedule and that in addition to said installments being promptly paid on the first of each month, for 36 months, all current year's taxes, subsequent taxes, assessments or other municipal liens imposed shall be promptly paid when due.

**BE IT FURTHER RESOLVED,**  
that the final payment shall be  
sufficient to include all amounts due  
the municipality and secured by the tax  
sale lien, except for current year's  
taxes, and shall include interest  
properly chargeable on the respective  
unpaid balances.

**BE IT FURTHER RESOLVED,** that if installment payments are regularly and promptly made in accordance with the attached schedule, then the municipality will suspend any action to cut off or foreclose the right of redemption, and will agree not to assign, transfer or otherwise alienate the tax title lien it holds.

**BE IT FURTHER RESOLVED,** if any unpaid installment remains unpaid after 30 days of due date, then the municipality may proceed to enforce or foreclose the tax sale lien, or sell, assign, transfer or alienate it and shall proceed only for the unpaid balance after proper credit of such installment payments as were made.

**BE IT FURTHER RESOLVED,** that a certified copy of this resolution, along with an attached installment schedule will be forwarded to the Tax Collector and the property owner.

Adopted

Jones – Cox 22. Authorize Tax Payment Plan – Block 166, Lot 37 – 79 Hopkins Place

### **Resolution to Redeem Municipal Held Lien in Installments**

**WHEREAS,** N.J.S.A. 54:5-65 provides authority for the governing body to authorize redemption of a municipally held lien by installment payments to include principal and interest; and,

**WHEREAS,** Robert Crawford., owner of record of Block 166, Lot 37,

Qual \_\_\_\_\_, also known as 79 Hopkins Place, Municipality of Irvington, is desirous of satisfying Tax Title Lien # 111284 in the amount of \$54,036.07 by the installment payment plan.

**NOW, THEREFORE, BE IT RESOLVED**, BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON, COUNTY OF ESSEX, STATE OF NEW JERSEY, hereby authorize an installment payment plan \$1,953.53, as set forth on the attached schedule and that in addition to said installments being promptly paid on the first of each month, for 36 months, all current year's taxes, subsequent taxes, assessments or other municipal liens imposed shall be promptly paid when due.

**BE IT FURTHER RESOLVED**, that the final payment shall be sufficient to include all amounts due the municipality and secured by the tax sale lien, except for current year's taxes, and shall include interest properly chargeable on the respective unpaid balances.

**BE IT FURTHER RESOLVED**, that if installment payments are regularly and promptly made in accordance with the attached schedule, then the municipality will suspend any action to cut off or foreclose the right of redemption, and will agree not to assign, transfer or otherwise alienate the tax title lien it holds.

**BE IT FURTHER RESOLVED**, if any unpaid installment remains unpaid after 30 days of due date, then the municipality may proceed to enforce or foreclose the tax sale lien, or sell, assign, transfer or alienate it and shall proceed only for the unpaid balance after proper credit of such installment payments as were made.

**BE IT FURTHER RESOLVED**, that a certified copy of this resolution, along with an attached installment schedule will be forwarded to the Tax Collector and the property owner.

Adopted

Cox – Inman 23. Authorize Tax Payment Plan – Block 77, Lot 53 – 157 Linden Avenue

#### **Resolution to Redeem Municipal Held Lien in Installments**

**WHEREAS**, N.J.S.A. 54:5-65 provides authority for the governing body to authorize redemption of a municipally held lien by installment payments to include principal and interest; and,

**WHEREAS**, Marjorie Theodule, owner of record of Block 77, Lot 53, Qual \_\_\_\_\_, also known as 157 Linden Avenue, Municipality of Irvington, is desirous of satisfying Tax Title Lien # 12-01545 in the amount of \$41,345.63 by the installment payment plan.

**NOW, THEREFORE, BE IT RESOLVED**, BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON, COUNTY OF ESSEX, STATE OF NEW JERSEY, hereby authorize an installment payment plan \$1494.76, as set forth on the attached schedule and that in addition to said installments being promptly paid on the first of each month, for 36 months, all current year's taxes, subsequent taxes, assessments or other municipal liens imposed shall be promptly paid when due.

**BE IT FURTHER RESOLVED**, that the final payment shall be sufficient to include all amounts due the municipality and secured by the tax sale lien, except for current year's taxes, and shall include interest properly chargeable on the respective unpaid balances.

**BE IT FURTHER RESOLVED**, that if installment payments are regularly and promptly made in accordance with the attached schedule, then the municipality will suspend any action to cut off or foreclose the right of redemption, and will agree not to assign, transfer or otherwise alienate the tax title lien it holds.

**BE IT FURTHER RESOLVED**, if any unpaid installment remains unpaid after 30 days of due date, then the municipality may proceed to enforce or foreclose the tax sale lien, or sell, assign, transfer or alienate it and shall proceed only for the unpaid balance after proper credit of such installment payments as were made.

**BE IT FURTHER RESOLVED**, that a certified copy of this resolution, along with an attached installment schedule will be forwarded to the Tax Collector and the property owner.

Adopted

Inman – Burgess 24. Authorize Tax Payment Plan – Block 35, Lot 6 – 502 Stuyvesant Avenue/502 (Rear)

**Resolution to Redeem Municipal  
Held Lien in Installments**

**WHEREAS**, N.J.S.A. 54:5-65 provides authority for the governing body to authorize redemption of a municipally held lien by installment payments to include principal and interest; and,

**WHEREAS**, Finley D. Brown, Jr., owner of record of Block 35, Lot 6, Qual\_\_\_\_\_, also known as 502 Stuyvesant Avenue/504 (Rear), Municipality of Irvington, is desirous of satisfying Tax Title Lien # 14-0174 in the amount of \$7,302.63 by the installment payment plan.

**NOW, THEREFORE, BE IT RESOLVED**, BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON, COUNTY OF ESSEX, STATE OF NEW

JERSEY, hereby authorize an installment payment plan \$669.54, as set forth on the attached schedule and that in addition to said installments being promptly paid on the first of each month, for 12 months, all current year's taxes, subsequent taxes, assessments or other municipal liens imposed shall be promptly paid when due.

**BE IT FURTHER RESOLVED**, that the final payment shall be sufficient to include all amounts due the municipality and secured by the tax sale lien, except for current year's taxes, and shall include interest properly chargeable on the respective unpaid balances.

**BE IT FURTHER RESOLVED**, that if installment payments are regularly and promptly made in accordance with the attached schedule, then the municipality will suspend any action to cut off or foreclose the right of redemption, and will agree not to assign, transfer or otherwise alienate the tax title lien it holds.

**BE IT FURTHER RESOLVED**, if any unpaid installment remains unpaid after 30 days of due date, then the municipality may proceed to enforce or foreclose the tax sale lien, or sell, assign, transfer or alienate it and shall proceed only for the unpaid balance after proper credit of such installment payments as were made.

**BE IT FURTHER RESOLVED**, that a certified copy of this resolution, along with an attached installment schedule will be forwarded to the Tax Collector and the property owner.

Adopted

Jones – Inman 25. Authorize Legal Settlement – Wall v. Irvington - \$125,000.00

## RESOLUTION APPROVING THE RESOLUTION OF

### WALL VS. TOWNSHIP OF IRVINGTON, ET AL.

WHEREAS, the matter of E/O Wall v. Township, et al, was filed in the Superior Court of New Jersey, Docket No. ESX-L-010372-11; and

WHEREAS, the Township of Irvington Administration and the Municipal Council deem it in the best interest to bring this matter to a resolution, thus saving the Township further expense in the defense thereof and curtailing any excessive liability that could result from litigation which would include the awarding of attorneys fees in excess of this proposed settlement; and

WHEREAS, the Office of the Township Attorney has reviewed, monitored and consulted with counsel and all relevant municipal officials and pursuant thereto recommend that this matter be concluded:

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that it hereby agrees to settlement the above matter as follows:

*E/O Wall v. Township, et al*, to be settled in the amount of One Hundred Twenty Five Thousand Dollars (\$125,000.000) to be paid to the firm of Eric S. Pennington, P.C. in disbursements as listed below, subject to the execution of a release and settlement agreement, executed Stipulation of Dismissal with Prejudice; and

\$41,666.66 on or before May 15, 2015 \$41,666.66 on or before June 15, 2015 \$41,666.66 on or before July 15, 2015

BE IT FURTHER RESOLVED that this matter is hereby concluded with absolutely no admission of liability on behalf of the Township of Irvington, Irvington Police Department, Public Works Department or any agents, officers or personnel; and

BE IT FURTHER RESOLVED that the settlement funds will be processed through D&H Alternative Risk Solutions, the Township's third party liability administrator.

Adopted

Frederic – Cox 26. Support A-4325 - Transparent Tax Act of 2015

WHEREAS, Assembly Bill No. A-4325 supplementing chapter 4 of Title 54, R.S.54:4-65 and designated the "Transparent Tax Act of 2015" is being considered for adoption by the New Jersey State Assembly; and,

WHEREAS, the amendment would permit the local jurisdiction to print separate tax bills to each taxpayer, one showing the amount of property taxes due and payable for municipal tax purposes, the other shall state the amount of property taxes due and payable for county' purposes, school purposes, fire district purposes, and for the purposes of any other special district oh behalf of which the municipality collects property taxes; and,

WHEREAS, both bills shall include a brief tabulation showing the distribution of the total amount to be raised by taxes; and,

WHEREAS, A-4325 would require the municipal tax collector to send notice of the pro rata share, if any, of the property tax appeal refunds paid by the municipality during the tax year to the county, school districts, and fire districts for inclusion in their annual budgets;

WHEREAS, in the following tax year in which the refunds were paid, the municipal tax collector is then required to deduct the applicable pro rata share of

the property tax refund from the amounts to be paid to the county, and each school and fire district; and,

WHEREAS, these amendments, if adopted, will assist the general public to understand the tax bill, the structure of the taxes, and the level of support for each agency, and will further provide a more equitable structure to share the obligation of paying approved tax appeals as the title states, creates transparency in the tax supporting local assessments.

NOW THEREFORE, BE IT RESOLVED that the Mayor and Council of the Township of Irvington, in the County of Essex, New Jersey hereby supports Assembly Bill A-4235 amending Title 54:4-65 and urges the Legislature to approve and pass the bill for the reasons expressed herein; and,

BE IT FURTHER RESOLVED that a copy of this resolution be sent to Senator Rice and Assembly Persons Caputo and Tucker.

Adopted

Inman – Cox 27. Authorize Legal Settlement - Aaron Skeete v. Township of Irvington et als. - \$57,500.00

RESOLUTION APPROVING THE FINAL DISPOSITION OF  
AARON SKEETE V. TOWNSHIP OF IRVINGTON, ET AL.

WHEREAS, the matter of Aaron Skeete v. Township of Irvington, et als., was filed in the Superior Court of New Jersey, Docket No. ESX-L-1007-13; and

WHEREAS, Aaron Skeete alleged that use of excessive force was imposed upon him as a result of the actions and/or inactions of agents for the Township of Irvington claiming he was deprived of his Due Process and Equal Protection of the Law; and

WHEREAS, the Township of Irvington Administration and the Municipal Council deem it in the best interest to bring this matter to a resolution, thus saving the Township further expense in the defense thereof and curtailing any excessive liability that could result from this litigation which would include the awarding of attorneys fees in excess of this proposed settlement; and

WHEREAS, the Office of the Township Attorney has reviewed, monitored and consulted with counsel and all relevant municipal officials and pursuant thereto recommend that this matter be concluded:

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that it hereby agrees to a settlement of the above matter in the amount of Fifty-Seven Thousand Five Hundred dollars (\$57,500.00)

to Aaron Skeete made payable to his attorney "Robert Woodruff Attorney Trust Account on behalf of Aaron Skeete" subject to the execution of a Release and Settlement agreement and an executed Stipulation of Dismissal with Prejudice; and

BE IT FURTHER RESOLVED that this matter is hereby concluded with absolutely no admission of liability on behalf of the Township of Irvington, its Police Department or any agents, officers or personnel; and

BE IT FURTHER RESOLVED that the settlement funds will be processed through D&H Alternative Risk Solutions, the Township's third party liability administrator.

Adopted

Jones – Inman 28. Designate Finomus Irvington RE Holdings, LLC as Redeveloper of 1111 Springfield Avenue and Authorizing Escrow Agreement

**RESOLUTION CONDITIONALLY DESIGNATING FINOMUS IRVINGTON RE HOLDINGS LLC AS REDEVELOPER AND AUTHORIZING THE EXECUTION OF AN ESCROW AGREEMENT WITH FINOMUS IRVINGTON RE HOLDINGS, LLC FOR THE PAYMENT OF CERTAIN COSTS OF THE TOWNSHIP AND ITS PROFESSIONALS**

**WHEREAS**, the Township Council, by Resolution No. UEZ 07-0227-5, duly adopted on February 27, 2007, designated certain real property within the Township and located within the Township's Urban Enterprise Zone (the "UEZ"), including without limitation, real property within the Township known as 1111 Springfield Avenue, Irvington, New Jersey, comprising Block 336 Lot 43 on the Official Tax Maps of the Township (the "**Project Area**") as an area in need of rehabilitation pursuant to the *Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq.* (the "**LRHL**"); and

**WHEREAS**, the Township Council duly adopted a redevelopment plan governing the certain property located within the UEZ, including, but not limited to, the Project Area (as amended, the "**Redevelopment Plan**"); and

**WHEREAS**, Finomus Irvington RE Holdings, LLC (the "**Redeveloper**") has submitted to the Township for its review and consideration a concept for the redevelopment of the Project Area (the "**Project**"); and

**WHEREAS**, the Redeveloper has requested that the Township enter into negotiations for a redevelopment and purchase and sale agreement for the acquisition and redevelopment of the Project Area with the Project (collectively, the "**Agreement**"); and

**WHEREAS**, the Redeveloper has agreed to defray certain costs incurred by or



on behalf of the Township arising out of or in connection with the discussions and the potential negotiations associated with the Agreement, and the Township and the Redeveloper wish to enter into an escrow agreement establishing the mechanism for the deposit and disposition of funds to cover the Township's costs.

**NOW THEREFORE, BE IT RESOLVED by the Township of Irvington Municipal Council as follows:**

**Section 1.**     Generally. The aforementioned recitals are incorporated herein as though fully set forth at length.

**Section 2.**     Execution of Agreement. The Township Council hereby authorizes the Township Administration together with redevelopment counsel, to finalize and execute the Escrow Agreement substantially in the form attached hereto as "Exhibit A" with such changes, deletions, and modifications as may be required to effect the transaction contemplated by this resolution, for any and all costs incurred by the Township and its professionals and consultants in reviewing and advising the Township with regard to the redevelopment of the Project Area and negotiation of an Agreement, provided however, that this resolution shall not be construed as an obligation of the Township to execute an Agreement with the Redeveloper.

**Section 3.**     Execution the Site Access Agreement. The Township Council hereby authorizes the Township Administration, together redevelopment counsel, to finalize and execute a Site Access Agreement to provide the Redeveloper access to the Property to conduct certain investigations in furtherance of the Project.

**Section 4.**     Designation of Redeveloper. The Township hereby conditionally designates Redeveloper for the above referenced Project for a sixty (60) day period expressly subject to the following terms and conditions: (i) the negotiation and approval of a definitive Redevelopment and Purchase and Sale Agreement between the Township and the Redeveloper; and (ii) the Township's periodic evaluation of Redeveloper's financial capacity to (a) pay Township costs and expenses in accordance with the Escrow Agreement, and (b) perform its obligations under Site Access Agreement, which information shall be supplied at such times and in such form and content as reasonable required by the Township.

**Section 5.** Effective Date. This resolution shall take effect immediately.

## **EXHIBIT A**

### **ESCROW AGREEMENT**

**THIS ESCROW AGREEMENT ("Escrow Agreement") is made as of the \_\_\_\_ day**

of \_\_\_\_\_, 2015 by and between **FINOMUS IRVINGTON RE HOLDINGS, LLC** (the "**Proposed Redeveloper**"), with an address at 163 Washington Valley Road, Suite 104, Warren, New Jersey 07059, and **THE TOWNSHIP OF IRVINGTON**, a body corporate and politic of the State of New Jersey (the "**Township**"), with an address at Municipal Building, Civic Square, Irvington, New Jersey 07111.

*WITNESSETH:*

WHEREAS, the Proposed Redeveloper and the Township, in its capacity as redevelopment entity, intend to negotiate a Redevelopment and Purchase and Sale Agreement (the "**Agreement**"), with respect to the designation of the Proposed Redeveloper as "**Redeveloper**" and to provide for the redevelopment of a portion of certain real property within that area that has been designated by the Township Council as an area in need of redevelopment pursuant to the *Local Redevelopment and Housing Law, N.J.S.A. 40A: 12A-1 et seq.* (the "**LRHL**"), commonly known as 1111 Springfield Avenue, comprising Block 336 Lot 43 on the Official Tax Maps of the Township (the "**Project Area**"); and

WHEREAS, Township Council has duly adopted on September 11, 2007 the "*Urban Enterprise Zone Redevelopment Plan*" for the Project Area (the "**Redevelopment Plan**") pursuant to *N.J.S.A. 40A:12A-7* of the LRHL and in accordance with the procedures set forth therein; and

WHEREAS, as an inducement to the Township to engage in such negotiations, and as a precondition thereto, the Proposed Redeveloper has agreed to deposit with the Township the initial amount of FIFTEEN THOUSAND and 00/100 (\$15,000.00) DOLLARS (the "**Escrow Deposit**"), to be deposited in an escrow account and disbursed in accordance with the provisions of this Escrow Agreement to defray certain costs incurred by or on behalf of the Township arising out of or in connection with the selection and designation of the Proposed Redeveloper as redeveloper and the negotiation and preparation of the Agreement.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, and intending to be legally bound hereby, the parties hereto agree as follows:

**Escrow Deposit.** The initial Escrow Deposit is separate from and in addition to all other application fees and escrow deposits that may be required by the Township pursuant to the terms of the Agreement, if the parties are successful in their negotiations and one is executed, including any applications for land use approvals that may be needed to implement the Redevelopment Plan. Additions to the Escrow Deposit may subsequently become necessary to cover all reimbursable expenses incurred by the Township pursuant to the terms of this Escrow Agreement.

**Scope of Reimbursable Services.** (a) The Township shall be entitled to be reimbursed for all professional charges incurred in connection with the selection and designation of the Proposed Redeveloper as redeveloper, and the

negotiation and preparation of the Agreement; the preparation and review of all related documents and materials, including but not limited to correspondence, meetings and all communications (including by telephone and e-mail) with the Proposed Redeveloper, its professionals, Township staff or retained professional(s) in the negotiation and preparation of such Agreement and related documents or materials (collectively, the "Reimbursable Activities").

**Reimbursement may include charges incurred in connection with Reimbursable Activities prior to the date of this Escrow Agreement, and is not contingent upon the outcome of the negotiations or execution of an Agreement.**

(b) Properly reimbursable professional charges shall be reasonable and necessary and shall relate to Reimbursable Activities performed by outside consultants and professionals.

(c) In addition to professional and consultant fees and expenses, properly reimbursable charges shall include a charge for each special meeting of a municipal board held at the request of or with the consent of the Proposed Redeveloper, at a cost of **\$1,000.00 per meeting**.

**Deposit and Administration of Escrow Funds.** The Escrow Deposit and all additions thereto shall be held by the Township in a banking institution or savings and loan association in the State of New Jersey insured by an agency of the federal government, or in any other fund or depository approved for such deposits by the State of New Jersey, in a segregated, non-interest bearing account referenced to this Escrow Agreement.

**Payments from the Escrow Funds.** (a) The Township shall use such funds to pay reimbursable professional charges or the charges for special meetings.

(b) Professional charges paid out of the escrow account shall include professional charges in connection with the Reimbursable Activities. The Proposed Redeveloper shall not be charged for any costs and expenses not associated with the Reimbursable Activities. The only costs that shall be added shall be actual out-of-pocket expenses of such professionals or outside consultants, including normal and typical expenses incurred in connection with such Reimbursable Activities.

(c) Each payment for professional services charged to the escrow account shall be pursuant to a voucher from the professional, identifying the personnel performing the Reimbursable Activities, each date the services were performed, the hours spent in not greater than one-quarter (1/4) hour increments, the hourly rate and specifying properly reimbursable expenses. All professionals shall submit the required vouchers or statements to the Township on a periodic basis in accordance with the schedule and procedures established by the Township. If so requested by the Proposed Redeveloper the professional shall simultaneously send an informational copy of each voucher or statement submitted to the Township to the Proposed Redeveloper; *provided*, that each such informational

voucher or statement may be redacted if and as necessary to prevent disclosure of privileged or otherwise confidential matters.

**Accounting and Additional Deposits.** Upon the execution of an Agreement, termination of negotiations, or as reasonably requested by the Proposed Redeveloper, the Township shall prepare and send to the Proposed Redeveloper a statement which shall include an accounting of funds listing all deposits, disbursements and the cumulative balance of the escrow account. If at any time the balance in the escrow account is less than **FIVE THOUSAND and 00/100 (\$5,000.00) DOLLARS**, or if the escrow account otherwise contains insufficient funds to enable the Township to continue with the negotiations or document preparation, the Township shall provide the Proposed Redeveloper with a notice of the insufficient escrow deposit balance. The Proposed Redeveloper shall deposit to the escrow account additional funds such that the total amount on deposit shall be not less than **TEN THOUSAND and 00/100 (\$10,000.00) DOLLARS**, such deposit to be made within five (5) business days of the Township's notice, failing which the Township may unilaterally cease work without liability to the Proposed Redeveloper.

**Close Out Procedures.** Upon termination of negotiations without an Agreement being executed, or upon the execution of an Agreement, and unless otherwise provided in the Agreement, the Proposed Redeveloper shall send written notice by certified mail to the Township and to the relevant municipal professional(s), requesting that the remaining balance of the Escrow Deposit be refunded, or otherwise applied as agreed to pursuant to the terms of the executed Agreement. After receipt of such notice, the professional(s) shall render a final bill to the Township within 30 days, and if so requested shall send an informational copy simultaneously to the Proposed Redeveloper. Within 30 days of receipt of the final bill the Township shall pay all outstanding bills and render a written final accounting to the Proposed Redeveloper detailing the uses to which the escrow funds were put. The Proposed Redeveloper will not be responsible for any additional charges once the final accounting has been rendered by the Township in accordance with this section. If an Agreement is executed and the Proposed Redeveloper so requests, the Township agrees to apply any balance remaining in the Escrow Deposit towards the funding of any escrow deposits that may be required to be posted pursuant to the terms of the executed Agreement.

**Disputed Charges.** (a) The Proposed Redeveloper may dispute the propriety or reasonableness of professional charges paid out of the Escrow Deposit by written notice to the Township. A copy of such notice shall be sent simultaneously to the professional(s) whose charges or estimated costs are the subject of the dispute. Such written notice of a disputed charge shall be given within 45 days from the Proposed Redeveloper's receipt of the informational copy of the professional's voucher, except that if the professional has not supplied the Proposed Redeveloper with an informational copy of the voucher, then the Proposed Redeveloper shall send notice within 60 days from receipt of the first

statement of activity against the escrow account containing the disputed charge. Failure to dispute a charge in writing within the prescribed time shall constitute the Proposed Redeveloper's acceptance of the charge and a waiver by the Proposed Redeveloper of all objections to the charge and to payment thereof out of the escrow account.

(b) During the pendency of a dispute, the Township may continue to pay undisputed charges out of the escrow account. If a dispute over a charge is resolved in the Proposed Redeveloper's favor after having been paid, the Township shall reimburse the escrow account in the amount determined to be properly disputed.

**8. Governing Law.** This Escrow Agreement shall be governed, construed and enforced according to the laws of the State of New Jersey, without regard to its conflicts of laws principles. Any action hereunder shall be brought exclusively in a court of the State of New Jersey or in a United States Court having jurisdiction in the District of New Jersey, in either case sitting in Essex County, New Jersey, and the Proposed Redeveloper hereby waives all objections to such venue.

**9. Successors and Assigns.** *This Escrow Agreement shall be binding upon, and inure to the benefit of, the parties hereto and upon each party's successors and assigns.*

**10. Entire Agreement; No Modification Unless in Writing.** *This Escrow Agreement contains the entire agreement of the parties relative to the subject matter hereof. Any amendment hereto or modification or variation hereof shall be ineffective unless in writing signed by each of the parties hereto.*

**11. Effective Date.** *This Escrow Agreement shall not become effective unless and until the initial Escrow Deposit is made.*

**The balance of this page intentionally left blank; signatures appear on next page.**

**IN WITNESS WHEREOF,** the parties have executed this Agreement the date and year first above written.

Witness or Attest:

**TOWNSHIP OF IRVINGTON**

\_\_\_\_\_

By:

Witness or Attest:

**FINOMUS IRVINGTON RE**

**HOLDINGS, LLC**

\_\_\_\_\_

By:

Adopted

Burgess – Jones 29. Ratify Mayor's Nominations of Paul Jacobs, Stacie J. Newton, Michael Spruill, John Wiggins and Gabriella Walker as Members of the Environmental Commission

WHEREAS, a vacancy exists in the position of Member of the Irvington Environmental Commission due to the expiration of the terms of office of the membership; and

WHEREAS, the Mayor has submitted the nominations of Paul Jacobs, Stacie J. Newton, Michael Spruill, John Wiggins and Gabriella Walker for the position of Member of the Irvington Environmental Commission for a three year term, pursuant to Section 5-195B of the Revised Code of the Township of Irvington; and

WHEREAS, N.J.S.A. 40:69A-36 (b) requires that the exercise of advice and consent to actions by the Mayor be by resolution of the Municipal Council;

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that the nominations by the Mayor of Paul Jacobs, Stacie J. Newton, Michael Spruill, John Wiggins and Gabriella Walker for the position of Member of the Irvington Environmental Commission for a three year term, pursuant to Section 5-195B of the Revised Code of the Township of Irvington, be confirmed by the Municipal Council.

Adopted

Jones - Inman 30. Amend Contract for Pot Hole Repairs – Increase Contract Amount from \$80,000.00 to \$192,116.00 to Cover Additional Repairs - JAK Construction Corp.

A RESOLUTION INCREASING THE NOT TO EXCEED AMOUNT FOR THE POT HOLE REPAIR CONTRACT

WHEREAS, resolution number DPW 14-0909-28 was approved by the Municipal Council on September 09, 2014 to repair various pot holes in the Township; and

WHEREAS, resolution number DPW 14-1015-34 was approved by the Municipal Council on October 15, 2014 to repair additional pot holes in the Township for a total amount not to exceed \$80,000.00; and

WHEREAS, resolution number DPW 15-0324-8 was approved by the Municipal Council on March 24, 2015 to repair additional pot holes in the Township for a total amount not to exceed \$32,116.00; and

WHEREAS, the Director of Public Works has advised that based upon the tonnage amount calculated additional monies must be added to this contract; and

WHEREAS, it was determined that additional \$80,000.00 is needed to complete pot hole repairs around the Township; and

THEREFORE, BE IT RESOLVED, that the contract for Pot Hole repair service is hereby amended to an amount not to exceed \$192,116.00 to JAK Construction Corp., T/A Diamond of 35 Beaverson blvd, Brick, NJ 08723; and,

BE IT RESOLVED, that the Mayor be and is hereby authorized to execute amended contract for this service with JAK Construction Corp., T/A Diamond of 35 Beaverson blvd, Brick, NJ 08723, increasing the total contract amount to \$192,116.00

BE IT RESOLVED, that Certification of Funds number will be obtained from the Chief Financial Officers for the total sum of \$80,000.00 and will be certified when the temporary emergency appropriation is adopted herein.

Adopted

#### B. Motions

None

#### 10. Communications & Petitions

##### A. Communications

None

##### B. Petitions

None

#### 11. Pending Business

None

#### 12. Miscellaneous

Frederic – Jones A. Bingos and Raffles

##### 1. Irvington Chamber of Commerce Foundation

Adopted

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## NON-CONSENT AGENDA ITEMS

### 8. Ordinances, Bills & Claims

#### A. Ordinances on 1st Reading

Jones – Inman 1. Provide for a \$25.00 Fee for an Employment Application

#### **AN ORDINANCE PERMITTING THE TOWNSHIP TO CHARGE A FEE FOR EMPLOYMENT APPLICATIONS**

Adopted

Inman – Burgess 2. Provide for Various Fees for Criminal Background Checks

**ORDINANCE AMENDING TITLE VIII, BUSINESS AND OCCUPATIONS, OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF IRVINGTON, NEW JERSEY, 2000, AS AMENDED AND SUPPLEMENTED, BY ADDING CHAPTER 30, REGULATION OF COMMERCIAL PROPERTIES.**

Adopted

Cox –Burgess 3. Provide for Various Fees for Off Duty Police Assignments - Jobs in Blue

#### **AN ORDINANCE TO AMEND AND SUPPLEMENT CHAPTER 98 (FEES AND LICENSES) OF THE CODE OF THE TOWNSHIP OF IRVINGTON**

Adopted

Inman – Burgess 4. Provide for Regulations for Off Duty Police Assignments – Jobs in Blue

#### **AN ORDINANCE PROVIDING FOR REGULATIONS FOR OFF DUTY ASSIGNMENTS OF POLICE OFFICERS.**

Adopted

Cox - Frederic 5. Authorize Possible Exceeding of the Municipal Budget Appropriation Limits and Establish a CAP Bank for Calendar Year 2015

#### **TOWNSHIP OF IRVINGTON CALENDAR YEAR 2015 MODEL ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO**



## ESTABLISH A CAP BANK (N.J.S.A. 40A: 4-45.14)

Adopted

Cox - Burgess 6. Authorize Special Emergency Appropriation - \$1,238,000 –  
Payment of  
Contractually Required Severance Liabilities

ORDINANCE AUTHORIZING A SPECIAL EMERGENCY APPROPRIATION IN  
THE AMOUNT OF \$1,238,000 FOR THE PAYMENT OF CONTRACTUALLY  
REQUIRED SEVERANCE LIABILITIES, IN AND BY THE TOWNSHIP OF  
IRVINGTON, IN THE COUNTY OF ESSEX, NEW JERSEY

Adopted

### B. Ordinances on 2nd Reading

1. President Frederic: An ordinance requiring armed security for properties containing over 20 dwelling units 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 AMENDING CHAPTER 119 ENTITLED HOUSING STANDARDS

### Article V. Security Requirements

§119-30 Armed guard required; exemptions

Guard required.

Except as otherwise herein provided, all public and private housing buildings or developments in the Township of Irvington, which contain over 20 housing units, shall be required to have present on the premises an armed security guard for some portion of every twenty-four hour period.

Garden apartment developments of more than 20 units shall be required to post an armed security guard on the premises, patrolling both buildings and grounds, for a minimum of eight hours. The eight-hour shift shall be determined by the landlord or his agent, based upon experience and statistics about the times of maximum criminal activity in the area. Developments of more than 20 units situated in one or more buildings of more than three stories each, with central or common entrances for all units in each building, or gated secured community with fencing that channels people through one entrance, shall be required to post one armed guard at the gated entrance.

Exemptions.

Housing units that are situated on the grounds of hospitals, where such grounds are

patrolled by a security patrol at least once per hour, shall exempt from the requirement of maintaining an armed security guard on the premises.

The provisions of this section shall not apply to any dwelling unit which is a condominium development.

All ordinances or parts of ordinances inconsistent with the provision of the ordinance are hereby repealed.

The effective date of this ordinance shall be twenty (20) days after final passage by the Municipal Council and approval by the Mayor at the time and in the manner provided by law.

The public hearing on this ordinance is now open.

There were no requests to be heard.

Inman – Jones

Motion to close public hearing

Adopted

Inman – Jones

after public hearing

Motion to adopt this ordinance on second reading

Adopted

2. President Frederic: An ordinance requiring security cameras for residential properties with over four dwelling units and commercial properties open past 8:00 P.M. 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 prior notice that was read.

The Clerk will read the ordinance by title.

ORDINANCE AMENDING TITLE VIII, BUSINESS AND OCCUPATIONS, OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF IRVINGTON, NEW JERSEY, 2000, AS AMENDED AND SUPPLEMENTED, BY ADDING CHAPTER 30, REGULATION OF COMMERCIAL PROPERTIES.

WHEREAS, it is hereby declared to be the purpose of this Section to use the inherent power of a municipality to protect and regulate the health, welfare and safety of its citizens and exercise its police powers of the Township of Irvington to keep adequate records of the locations of Commercial Properties operating throughout the township; and

WHEREAS, it is hereby declared to be in the best interests of the health, safety and welfare of the residents of the Township of IRVINGTON, as well as the

employees and patrons of Commercial Properties to regulate the hours of operation and closure of Commercial Properties to which the public is invited.

NOW, THEREFORE, BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON, NEW JERSEY THAT:

SECTION 1: Title VIII of the Revised General Ordinances of the Township of IRVINGTON, New Jersey, 2000, shall be amended by including a new Chapter 30, Regulation of Commercial Properties.

#### 8:30-1.DEFINITIONS.

In this Chapter, the following words and phrases shall have the meanings stated in this Section unless the context otherwise requires:

Certificate of Registration means a Certificate of Registration issued by the police official under this Chapter to the owner or operator of a commercial property and or a residential property as defined below. .

Commercial Property- Any business in the Township that is open after 8:00 pm on any day of the week.

Residential Units- A Unit possessing five family units or more

Employee means any person who performs any service on the premises of a residential and commercial store on a full-time, part-time, temporary or contract basis (including managers), whether or not the person is denominated an employee, independent contractor, agent, or otherwise. Employee does not include a person exclusively on the premises for repair, maintenance or cleaning of the premises or for the delivery of goods to the premises.

Manager means the person designated in the registration application filed under this Chapter as being responsible for the daily operation of a residential and commercial store.

Notice means any written notice that the police official is required to give an applicant or registrant under this Chapter.

Person means any individual, corporation, organization, partnership, association, or other legal entity.

Police official means the Director of the Police Department for the Township of Irvington or person he may designate to act as the official primarily responsible for the administration of this ordinance.

Registered Agent means the person identified in the registration application filed

under this Chapter who is authorized to receive on behalf of the residential and commercial store any legal process or notice required or provided for in this Chapter.

Registrant means a person issued a certificate of registration for a residential and commercial store under this Chapter and includes all owners, lessees and operators of the residential and commercial store identified in the registration application filed under this Chapter.

#### 8:30-2. REGISTRATION OF ALL NEW AND PRE-EXISTING COMMERCIAL PROPERTIES.

No person shall keep, maintain, or operate a commercial property or residential property as defined in this ordinance in the Township of Irvington without first having registered with the police official.

(a) The residential properties or commercial businesses subject to this ordinance must contain a retail security camera system as follows:

- (i) A security camera system that operates 24 hours a day/7 days a week;
  - (ii) At least one of the security cameras within the residential and commercial store must be completely dedicated to monitoring the public entrance door;
  - (iii) There must be a camera or cameras that monitor the entire area of the residential and commercial store that is accessible by the public; and
  - (iv) The video footage obtained by the security camera system must be maintained by the residential and commercial store for no less than 30 days.
- (b) The residential and commercial store's register must be completely visible from the adjacent street.

#### 8:30-3. AUTHORITY OF THE POLICE OFFICIAL.

The police official shall implement and enforce this Chapter and may establish rules, regulations, or procedures as necessary to carry out the purpose of this ordinance.

#### 8:30-4. REGISTRATION REQUIRED.

a. All new residential or commercial businesses subject to this ordinance within the Township of Irvington must comply with the provisions of this section not later than thirty (60) calendar days following completion of construction or commencement of business operations, whichever occurs first.

b. All existing residential and commercial businesses subject to this ordinance must comply with the requirements of this ordinance by July 1, 2015.

c. A registrant must obtain a new certificate of registration within thirty (30) calendar days after any change in the information contained in the application for a certificate of registration for a residential and commercial store, including, but

not limited to, any changes in ownership of the residential and commercial store, and any changes in the registered agent, manager, or emergency contact person for the residential and commercial store.

#### 8:30-5. CERTIFICATE OF REGISTRATION.

To obtain a Certificate of Registration for a residential or commercial business, a person must submit to the police official a notarized application on a form provided by the police official. The applicant must be the person who will own, operate, or manage the residential and commercial store.

#### 8:30-6. NATURE OF APPLICATION.

The application for registration shall be made to the Licenses and Permits Unit on a blank form prepared and furnished by the police official. Such application shall give the name and physical post office address of the applicant, the location of the residential and commercial store, the name of the owner of the property and such other information as the Licenses and Permits Unit may require to locate such business and its owners and to show compliance with the provisions of this chapter and any other applicable laws or regulations of the Township of Irvington.

#### 8:30-7. ISSUANCE, DENIAL, AND DISPLAY OF CERTIFICATE OF REGISTRATION.

- a. The police official shall issue to the applicant a certificate of registration for a residential and commercial store if the police official determines that the applicant has complied with all requirements for issuance of the certificate of registration.
- b. A Certificate of Registration must be displayed in a conspicuous manner and location in the residential and commercial store that is visible to the public inside the store. The certificate of registration must be presented upon request to the police official or any other designated agents having responsibility for enforcement of this Code for examination.

#### 8:30-8. FEES.

The administrative fee for registration shall be one hundred (\$100.00) dollars.

#### 8:30-9. EXPIRATION AND RENEWAL OF CERTIFICATE OF REGISTRATION.

- a. A Certificate of Registration for a residential and commercial store expires December 31st of each calendar year.
- b. A registrant may apply for renewal within thirty (30) calendar days prior to the expiration of the Certificate of Registration by making application to the police

official. However, a Certificate of Registration must be renewed within ten (10) days following expiration.

#### 8:30-10. PROPERTY INSPECTIONS.

An applicant or registrant shall permit, at reasonable times upon request, representatives any designated agent of the Township of Irvington to inspect the interior and exterior of the subject property or business for the purpose of ensuring compliance with this chapter and other Township ordinances and state and federal laws applicable to Commercial Properties.

#### 8:30-11. VIOLATION.

The applicant or registrant commits an offense if either personally or through an agent or employee, the applicant or registrant refuses to permit a lawful inspection of the subject property or business as required by this Section or is found to be operating a residential and commercial store in the Township of Irvington without being registered with the police official.

#### 8:31-1. HOURS OF OPERATION FOR ALL NEW AND EXISTING COMMERCIAL PROPERTIES.

a. No commercial property to which the public is invited, shall be opened to the public or conduct any such business, operations or activities in any manner before 5 a.m. on any day and after midnight on the same day on Mondays through Thursdays, or after 1 a.m. on Fridays through Sundays and legal holidays, subject to other municipal ordinances which otherwise limit hours of operation for commercial properties.

b. Except with respect to security lighting, all exterior and window electrical lighting or illumination, whether temporary or permanent, for each such business or commercial establishment shall be extinguished at the closing time thereof, as established herein.

#### 8:31-2. EXCLUSIONS.

1. Commercial Properties that are a minimum of 2,400 total square feet and are designed with the following characteristics:

#### 8:31-3. VIOLATION AND PENALTY.

Any person, firm, corporation, limited liability company, partnership or other business entity or commercial establishment of any type whatsoever violating the provisions of this Section or any other sections in this chapter shall, upon conviction, pay a fine the below imposed fines:

1st offense- \$100-\$500

2nd offense- \$500-\$1000  
3rd offense \$1000-imprisonment

#### 8:31-4. RELIEF FROM HOURS OF OPERATION.

Any waiver of or relief from the provisions contained in this Section, in whole or in part, must be sought by way of an application made to the police official and filed by the applicant in the Licenses and Permits Unit, pursuant to this paragraph, and only the police official shall have the authority to provide relief from and/or waive the provisions contained in this Section, in whole or in part.

#### 8:31-5 NOTICE.

All new and unregistered existing businesses operating as a residential and commercial store in the Township of Irvington shall be given notice of this Chapter by way of Business Registration Notices provided through the Division of Tax Abatements/Special Taxes, Tax Collection Notices, Water and Sewer Payment Notices or through any and all other appropriate modes of communication as determined by the police official.

#### SECTION 2. REPEALER.

All ordinances and provisions thereof inconsistent or conflicting with the provisions of this ordinance shall be repealed to the extent of such conflict or inconsistency, except those ordinances which provide for fewer hours of operation

#### SECTION 3. SEVERABILITY.

If any paragraph or provision of this ordinance shall be adjudicated invalid or unenforceable, such determination shall not, to the extent severable, affect any other paragraph or provision of this ordinance, which shall otherwise remain in full force and effect.

#### SECTION 4. EFFECTIVE DATE.

This ordinance shall take effect upon final passage and publication in accordance with the laws of the State of New Jersey. All residential and commercial properties must comply with the ordinance by July 1, 2015. Any new businesses or residential units that opens after July 1, 2015 has sixty (60) days to comply with the ordinance after the issuance of the CO for that business or residential unit.

#### STATEMENT

This Ordinance will require all current and new businesses operating in the Township of Irvington to be registered with the Irvington Police Department and

regulate their hours of operation and closure.

The public hearing on this ordinance is now open.

There were no requests to be heard.

Burgess - Jones

Motion to close public hearing

Adopted

Burgess – Jones  
public hearing

Motion to adopt this ordinance on second reading after

Adopted

## 9. Resolutions & Motions

### A Resolutions

Cox - Frederic 31. Authorize Special Emergency Notes in the Amount of  
\$1,238,000 for the  
Payment of Contractually Required Severance Liabilities

**RESOLUTION AUTHORIZING SPECIAL EMERGENCY NOTES IN THE  
AMOUNT OF \$1,238,000 FOR THE PAYMENT OF CONTRACTUALLY  
REQUIRED SEVERANCE LIABILITIES, IN AND BY THE TOWNSHIP OF  
IRVINGTON, IN THE COUNTY OF ESSEX, NEW JERSEY**

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

**Section 1.** An ordinance authorizing a special emergency appropriation of  
\$1,238,000 for the payment by the Township of Irvington, in the County of Essex,  
New Jersey (the “Township”) of contractually required severance liabilities  
resulting from the layoff or retirement of Township employees has been finally  
adopted by the Township Council of the Township, and a copy thereof has been  
filed with the Director of the Division of Local Government Services in the  
Department of Community Affairs of the State of New Jersey (the “Director”).

**Section 2.** (a) In order to finance the special emergency appropriation described in  
Section 1 of this resolution, the Township is hereby authorized to borrow the sum of not  
to exceed \$1,238,000 and to issue its special emergency notes (the “Notes”) therefor in  
accordance with the Local Budget Law of New Jersey (N.J.S.A. 40A:4-55).

(b) The Notes authorized by this resolution may be issued in amounts and  
denominations not exceeding in the aggregate the amount of Notes authorized  
herein, as determined by the chief financial officer of the Township pursuant to  
this resolution.

(c) The Township may finance the special emergency appropriation from



surplus funds available or may borrow money in a manner prescribed herein. Where an appropriation is financed from surplus funds available, at least one-fifth of the amount thereof shall be included in each annual budget until the appropriation has been fully provided for.

**Section 3.** The following matters in connection with the Notes are hereby determined:

(a) All Notes issued hereunder and any renewals thereof shall mature at such time as may be determined by the chief financial officer within the limitations of the Local Budget Law, provided however, that at least one-fifth of all such Notes and the renewals thereof shall mature and be paid in each year so that all Notes and renewals shall have matured and have been paid not later than the last day of the fifth year following the date of this resolution;

(b) All Notes issued hereunder shall bear interest at such rate or rates as may be determined by the chief financial officer;

(c) The Notes shall be in the form determined by the chief financial officer and the chief financial officer's signature upon the Notes shall be conclusive as to such determination;

**Section 4.** The chief financial officer is hereby authorized and directed to determine all matters in connection with the Notes not determined by this or a subsequent resolution and the chief financial officer's signature upon the Notes shall be conclusive as to such determination.

**Section 5.** The chief financial officer is hereby authorized to sell the Notes from time to time at public or private sale in such amounts as such officer may determine at not less than par and to deliver the same from time to time to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof and payment therefor.

**Section 6.** Any instrument issued pursuant to this resolution shall be a general obligation of the Township. The full faith and credit of the Township are hereby pledged to the punctual payment of the principal of and the interest on the Notes and, unless otherwise paid or payment provided for, an amount sufficient for such payment shall be inserted in the budget and a tax sufficient to provide for the payment thereof shall be levied and collected.

**Section 7.** The chief financial officer is authorized and directed to report in writing to this governing body at the meeting next succeeding the date when any sale or delivery of the Notes pursuant to this resolution is made, such report to include the amount, description, interest rate and maturity of the Notes sold, the price obtained and the name of the purchaser.

**Section 8.** The chief financial officer, in connection with other professionals of the Township acting under his direction, is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document for the Township, as it may be so updated from time to time, to be distributed in connection with the sale of tax anticipation notes of the Township. The chief financial officer is hereby authorized to execute such disclosure document on behalf of the Township.

**Section 9.** (a) Solely for purposes of complying with Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"), and provided that an issue of

tax anticipation notes authorized by this resolution is not exempt from the Rule, for so long as an issue of tax anticipation notes of the Township remains outstanding (other than an issue of tax anticipation notes which has been wholly defeased), the Township shall provide, in a timely manner not in excess of ten business days after the occurrence of the event, to the Municipal Securities Rulemaking Board, notice of any of the following events with respect to the tax anticipation notes (herein "Material Events"):

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (7) Modifications to rights of security holders, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the securities, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the obligated person;
- (13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(b) The covenants and undertakings contained in this Section 9 are made for the benefit of the holders or beneficial owners of the tax anticipation notes issued under this resolution.

(c) The chief financial officer shall determine, in consultation with Bond Counsel, the application of the Rule or the exemption from the Rule for each issue of tax anticipation notes prior to their offering. Such officer is hereby authorized to enter into written contracts or undertaking to implement this resolution and is further authorized to amend such contracts or undertakings as needed to comply with the Rule or upon the advice of Bond Counsel.

(d) In the event that the Township fails to comply with this resolution or the written contract or undertaking, the Township shall not be liable for monetary

damages, remedy of the holders or beneficial owners of the tax anticipation notes being hereby specifically limited to specific performance of the covenants contained in this resolution or the written contract or undertaking.

**Section 10.** A copy of this resolution as adopted shall be filed with the Director.

**Section 11.** This resolution shall take effect immediately.

Adopted

Burgess – Cox 32. Authorize Emergency Temporary Appropriation to Extend the Calendar Year 2015 Temporary Municipal Budget

**APPROPRIATIONS WITHIN "CAPS" CY-15 OFFICE OF THE MAYOR Emerg Temp #2** Mayor's  
Office: Salaries and Wages - Other Expenses -  
Irvington Mental Health Center: - Other Expenses -  
Planning Board: - Salaries and Wages - Other  
Expenses - Office of Emergency Management: -  
Salaries and Wages - Other Expenses - Mayor's  
Committees: - Salaries and Wages - Other  
Expenses - **Total Office of the Mayor** - **OFFICE OF**  
**THE TOWNSHIP CLERK** Township Clerk's Office: Salaries and Wages -  
Other Expenses - Elections: - Salaries and Wages  
- Other Expenses - Council's Office: - Salaries and  
Wages - Other Expenses -  
Board of Adjustment: - Salaries and Wages - Other  
Expenses - Rent Leveling Board: - Salaries and  
Wages - Other Expenses - **Total Office of the**  
**Township Clerk** - **OFFICE OF THE TAX ASSESSOR** Municipal Tax  
Assessor: Salaries and Wages - Other Expenses -  
**Total Office of the Tax Assessor** - **ATTORNEY TO TOWNSHIP**  
**COUNCIL** Legislative Research Officer: Salaries and Wages - Other  
Expenses - **Total Attorney to Township Council** -  
**OFFICE OF THE TOWNSHIP ATTORNEY** Township Attorney: Salaries and Wages  
- Other Expenses - **Total Office of the Township Attorney**  
- **DEPARTMENT OF ADMINISTRATION** Office of the Business Administrator: Salaries and  
Wages - Other Expenses - Other Expenses -  
Postage - **Total Department of Administration** -  
**DEPARTMENT OF POLICE** Police: Salaries and Wages - Other  
Expenses - **APPROPRIATIONS WITHIN "CAPS"(continue)**  
- School Guards: - Salaries and Wages - Other  
Expenses - Chaplains and Surgeons: - Salaries and  
Wages - Parking Division: - Other Expenses  
- **Total Department of Police** - **DEPARTMENT OF FIRE** Fire: Salaries  
and Wages - Other Expenses 15,500.00 Uniform Fire Safety  
- Salaries and Wages - Other Expenses - **Total**  
**Department of Fire 15,500.00** **DEPARTMENT OF REVENUE AND**  
**FINANCE** Division of Finance: Salaries and Wages - Other Expenses:  
- Administration of Finance 15,000.00 Auditing -  
Insurance: - General Liability 100,000.00 Workers Comp  
100,000.00 Employers Group Health 1,000,000.00 Division of Revenue-Tax  
Collection: - Salaries and Wages - Other Expenses  
15,000.00 Division of Licenses: - Salaries and Wages -  
Other Expenses - Division of Central Purchasing: -  
Salaries and Wages - Other Expenses - **Total**  
**Department of Revenue and Finance 1,230,000.00** **DEPARTMENT OF PUBLIC**  
**WORKS** Division of Engineering: Salaries and Wages - Other Expenses

154,000.00 - Land Rental, Refuse Dumping: - Other  
 Expenses 346,665.00 Division of Streets and Sewers: - Salaries  
 and Wages - Other Expenses - Snow Removal:  
 - Salaries and Wages - Other Expenses - Division  
 of Motorized Equipment: - Salaries and Wages -  
 Other Expenses - Division of Public Property: -  
 Salaries and Wages: - Public Buildings - Shade  
 Tree - Other Expenses: - Public Buildings  
 - Shade Tree - **Total Department of Public Works**  
**500,665.00 DEPARTMENT OF HEALTH AND WELFARE** Division of Health: Salaries and  
 Wages: Health Administration - Environmental Health  
 - Nursing - Other Expenses: - Health  
 Administration - Environmental Health 8,000.00  
 Nursing - Senior Citizen Center: - Salaries and Wages  
 - Other Expenses - **Total Department of Health and Welfare**  
**8,000.00 Department of Community Development & Planning** -  
 Salaries and Wages - Other Expenses - **Total**  
**Department of Comm. Dev & Planning** - **DEPARTMENT OF PARKS AND**  
**RECREATION** Division of Park Maintenance: Salaries and Wages -  
 Other Expenses - Division of Recreation: - Salaries  
 and Wages - Other Expenses - Public Events and  
 Celebration: - Other Expenses - Irvington Municipal  
 Pool: - Salaries and Wages - Other Expenses  
 - **Total Department of Parks and Recreation** - **DEPARTMENT OF**  
**HOUSING** Housing Services: Salaries and Wages - Other Expenses  
 - **Total Department of Housing Services** - **MUNICIPAL**  
**COURT** Municipal Court Salaries and Wages - Other Expenses  
 - **Total Municipal Court** - **PUBLIC DEFENDER** Public Defender  
 Salaries and Wages - Other Expenses - **Total Public**  
**Defender** - **UNIFORM CONSTRUCTION CODE** Construction Code Official:  
 Salaries and Wages - Other Expenses - **Total**  
**Construction Services** - **UNCLASSIFIED** Utilities: Electricity, Gas  
 - Telephone and Telegraph - Telephone Lease System  
 - Fire Hydrants - Water - Gasoline  
 - Street Lighting - Prior Year Salary Adjustments -  
 Emergency Dispatch Services (Transportation) - Tax Appeals'  
 - **Total Unclassified** - **Total Operations Within "CAPS"**  
**1,754,165.00 Deferred Charges & Statutory Expenditures** Social Security System (OASI)  
 - State Unemployment Insurance Fund - Fund Administrative Cost  
 - Public Employees Retirement System - Police & Firemen's Retirement  
 System - Judgments - Deferred Charges Grants Over  
 - Expenditures W/O Approp. - Grant Expenditures W/O Approp.  
 - Deferred Charges - WC & GL - Cash Deficit Preceding Year  
 - **Total Deferred Charges & Statutory Exp** - **Total Appropriations Within**  
**"CAPS"** **1,754,165.00 APPROPRIATIONS EXCLUDED FROM "CAPS" OTHER**  
**OPERATIONS** Joint Sewer Maintenance 1,104,065.63 Maintenance of Free Public  
 Library - 911 Dispatch Services -  
**Total Other Operations** **1,104,065.63 APPROPRIATIONS EXCLUDED from**  
**"CAPS"(continue) FEDERAL AND STATE GRANTS** Health IPCHIP - Grant **Total Grants**  
 - **Total Operations Excluded from "CAPS"** **1,104,065.63 MUNICIPAL DEBT**  
**SERVICE** Down Payment on Capital Improvements - Capital Improvement  
 Fund - Payment of Bond Principal - Interest on Bonds  
 - Payment of Note Principal - Interest on Notes - Green  
 Trust Loan Program: - Payment of Principal and Interest  
 - Payment of Principal and Interest-2003 - Payment of Principal &  
 Interest 727 GTP - Demolition Loan Repayment - NJ

Environmental Infrastructure Trust Loan Principal & Interest	-	Deferred
Charges - Emergency Auth 5 Yr	-	Emergency Storm
<b>Total Municipal Debt Service</b>	-	<b>Total Appropriations Excluded from</b>
<b>"CAPS" for Municipal Purposes</b>	<b>1,104,065.63</b>	<b>TYPE ONE SCHOOL DEBT</b>
Payment of Bond Principal	-	Interest on Bonds
<b>Type One School Debt</b>	-	<b>Total Appropriations Excluded from "CAPS"</b>
<b>1,104,065.63</b>	<b>Reserve for Uncollected Taxes</b>	<b>Total General</b>
<b>Appropriations</b>	<b><u>2,858,230.63</u></b>	

Adopted

Jones - Inman 33. Authorize Change in Health Benefits Provider from Lifetime Benefit Solutions to Aetna US Health Care – No Change in Health Benefits

**RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF IRVINGTON AWARDING CONTRACT FOR HEALTH AND PRESCRIPTION BENEFIT INSURANCE SERVICES**

**WHEREAS**, the Township of Irvington has a need to acquire health and prescription insurance services, including the alternative of a self-insured program requiring administration, claim processing, and excess loss insurance placement to be rendered to the Township of Irvington; and

**WHEREAS**, the procurement of insurance services, including health and prescription benefit insurance, is an exception pursuant to N.J.S.A. 40A:11-5(1) (m), the procurement of which shall comply with N.J.S.A. 40A:11-5(1) (a) (ii); and

**WHEREAS**, the Business Administrator has determined and certified in writing that the value of these services will exceed \$17,500; and

**WHEREAS**, the Township's Health Insurance Broker and Prescription Insurance Broker issued a Request for Proposals to parties interested in providing health insurance services to the Township; and

**WHEREAS**, the Township received proposals, as follows:

	<u>ESTIMATED Annual Costs</u>
Horizon	Non-Responsive
Lifetime Benefit Solutions	\$13,013,508
Oxford / United Health Care	\$11,408,641
Aetna	\$8,672,880

**WHEREAS**, the Brokers of Record, Business Administrator and the Mayor have reviewed the proposals received and recommend that a one year contract be awarded to AETNA US HEALTHCARE, 9 Entin Road, Suite 203, Parsippany, NJ 07054, to provide administrative services as a Third Party Agent (TPA) processor for the Township's Limited Self Insured Health and Prescription Benefit Program; and

**WHEREAS**, the term of this contract shall be from July 1, 2015 through June 30, 2016; and

**WHEREAS**, Aetna US Healthcare shall complete and submit a Business Entity Disclosure Certification at least ten (10) days prior to the execution of the contract, which Certification provides that no reportable contributions have been made that would bar the award of this Agreement pursuant to P.L. 2004, c. 19; and

**WHEREAS**, Aetna US Healthcare will complete and submit a c.271 Political Contribution Disclosure Form, which provides that no reportable political contributions (more than \$300 per election cycle) were made over the 12 months prior to submission to the committees of the government entities listed on the form prior to execution of the contract; and

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Irvington, County of Essex, State of New Jersey as follows:

The Township of Irvington hereby awards, and the Mayor and the Township Clerk are hereby authorized to execute a contract between the Township of Irvington and AETNA US HEALTHCARE, 9 Entin Road, Suite 203, Parsippany, NJ 07054 for the providing of administrative and claims processing services in connection with the Township's employee health plan, as well as the obtaining and administration of excess loss insurance, as required by the Township, all in accordance with the contract, which is on file in the office of the Township Clerk, no sooner than ten (10) days following the submission of a Business Entity Disclosure Certification and subject to approval by the Township Attorney and Risk Manager.

That the Business Disclosure Entity Certification, Chapter 271 Campaign Contribution Disclosure Form, Public Contracting Reform Ordinance (Ordinance No. 2010:02) Disclosure, Stockholder Disclosure Certification, the Determination of Value, the Certificate of Availability of Funds and Standard Certification Declaration for an Extraordinary Unspecifiable Service be placed on file with this; and A notice of this action shall be printed once in the legal newspaper of the Township of Irvington.

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

Adopted

12. Miscellaneous

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

person)

Merrick Harris, 6 Hennessey Place  
David Hungerford, 10 Crestmont Road, Montclair, N.J.  
Michael Spruill, 97 Lenox Avenue  
Harry Perryman, 21 Nesbit Terrace  
Elouise McDaniel, 214 Nesbit Terrace

Council Members Jones, Inman, Cox, 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 8:52 P.M.

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Charnette Frederic, Council President

Harold E. Wiener, Municipal Clerk