

REGULAR COUNCIL MEETING
MARCH 13, 2018

Council Chamber, Municipal Building
Irvington, N.J. – Tuesday Evening
March 13, 2018 - 8:00 P.M.

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

Present: Renee C. Burgess, Vernal Cox, Charnette Frederic (arrived at 8:06 P.M. prior to the vote on Item 8-C-1), October Hudley, Paul Inman (arrived at 8:03 P.M. prior to the vote on Item 8-A-3), Sandra R. Jones, David Lyons

Absent: None

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

NOTE: Council Members Frederic and Inman requested that the record reflect their respective affirmative votes on all consent agenda items.

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

There were no requests to be heard.

5. Hearing of Council Members

There were no requests to be heard.

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

A. Reports

1. Minutes – Directors’ Meeting – February 27, 2018

7. Reports of Committees

A. Request for Proposals Results - Prescription Brokerage Services – February 21, 2018

B. Request for Proposals Results – Special Conflict Counsel Services for the Public Library - February 21, 2018

8. Ordinances, Bills & Claims

None

9. Resolutions & Motions

A. Resolutions

Jones – Frederic 1. Commemoration – Women's History Month

COMMEMORATION - WOMEN'S HISTORY MONTH, 2018

WHEREAS, INTERNATIONAL WOMEN'S DAY is held in March of each year and is the central focus of WOMEN'S HISTORY MONTH; and

WHEREAS, schools, communities and local organizations all actively support the goals of WOMEN'S HISTORY; and

WHEREAS, the Federal Government has recognized that for a long time this nation has ignored this sector of our history and, therefore, adopted Public Law 100-9 designating every March as NATIONAL WOMEN'S HISTORY MONTH; and

WHEREAS, the National Park Service is designating and preserving sites in commemoration of the contributions made by women to this country's glorious past; and

WHEREAS, the State of New Jersey has designated March as NATIONAL HISTORY MONTH and the New Jersey Department of Community Affairs is responsible for the coordination of events celebrating this special area of our history:

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that it hereby designates March as WOMEN'S HISTORY MONTH in the Township of Irvington and it commends all of the many contributions made by women to the past, present and future of Irvington and it calls upon all the citizens of Irvington to join in celebration of the past and the contemplation of the wonderful future; and

BE IT FURTHER RESOLVED that a copy of this resolution be spread upon the minutes of this Governing Body in lasting tribute to Women's History Month, 2018.

Adopted

Cox – Jones 2. Authorize Purchases Over Pay to Play Threshold of \$17,500.00 But Under the Bid Threshold of \$40,000.00 for Door Repair at the 16th Avenue Public Works Garage - New Jersey Door Works, LLC - \$30,497.00

AUTHORIZING PURCHASES OVER THE PAY TO PLAY THRESHOLD OF \$17,500.00 BUT UNDER THE BID THRESHOLD OF \$40,000.00 FOR DOOR REPAIR OF 336 16TH AVE

WHEREAS, Department of Public Works needs to repair the garage door at 336 16th Ave; and

WHEREAS, the Township has obtained two quotes for this service from Merchantville Overhead Door Company, Inc and New Jersey Door Works, LLC herein attached; and

WHEREAS, Merchantville Overhead Door Company, Inc has provided a quote of \$39,088.03 and New Jersey Door Works, LLC has provided a quote of \$30,497.00; and

WHEREAS, in compliance with 19:44a-20.13 et., seq., New Jersey Door Works, LLC will exceed the Pay-to-Play threshold of \$17,500.00 for calendar year 2018; and,

WHEREAS, New Jersey Door Works, LLC has completed and submitted 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

WHEREAS, all purchases to the above vendor will not exceed the bid threshold of \$40,000.00; and

NOW, THEREFORE, BE IT RESLOVED, that the Municipal Council of the Township of Irvington hereby authorizes the Qualified Purchasing Agent to pay New Jersey Door Works, LLC in excess of the pay to play threshold \$17,500.00 but under the bid threshold of \$40,000.00; and*

BE IT FURTHER RESOLVED that the duration of this authorization shall be until December 31, 2018

BE IT FURTHER RESOLVED a separate resolution will be submitted to the Municipal Council for all additional vendors exceeding the bid threshold of \$17,500.00.

Adopted

Jones – Cox 3. Authorize Treatment Works Approval for Clean Tex Services, Inc. – 673 – 21st Street

**RESOLUTION TO APPROVE A TREATMENT WORKS APPROVAL FOR
CLEAN TEX SERVICES, INC. AT 673 S. 21ST STREET, IRVINGTON, NJ**

WHEREAS, the Township of Irvington received an application for the approval of a Treatment Works Approval for Clean Tex Services, Inc. at 673 S. 21st Street, Irvington, New Jersey and also known as Block 202 Lot 1 on the Tax Maps of the Township of Irvington; and

WHEREAS, the applicant, Clean Tex Services, Inc. has proposed the development of the referenced property for use as an institutional laundry which discharges more than 8,000 gallons per day into the Township's sanitary sewer system; and

WHEREAS, the New Jersey Department of Environmental Protection requires approval of the operator of the Sanitary sewer system, in this case the Township of Irvington, as well as the sewage treatment facility, in this case, the Joint Meeting of Essex and Union County Sewers, in order to grant a Treatment Works Approval, which is requirement of a certificate of occupancy to allow this discharge into the Irvington Sanitary Sewer Collection System; and

WHEREAS, the applicant, Clean Tex Services, Inc. has submitted an engineering report entitled “Evaluation of Sanitary Sewer Flow Generation and Capacity of Existing Sanitary Sewer Mains” prepared by Jefferis Engineering Associates, Inc., and dated February, 2018 and consisting of 31 pages and 2 plan sheets, that demonstrates that the applicant’s proposed discharge can be safely accommodated into the Township’s sanitary sewer system; and

WHEREAS, the Township Engineer has reviewed this report and concurs in the findings in the report and recommends that this application be approved and that the Mayor be authorized to endorse this application on behalf of the Township.

NOW, THEREFORE, BE IT RESOLVED BY MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that a Treatment Works Approval for Clean Tec Services, Inc. for the property located at 673 S. 21st Irvington be approved and that the Mayor be authorized to endorse said application on behalf of the Township.

Adopted

Jones – Frederic 4. Authorize Handicapped Parking Spaces in Front of 48 Berkshire Place, 2nd Floor, 116 Linden Avenue and 14 Silkman Place

WHEREAS, N.J.S.A. 39:4-197.5 provides that the 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 provision 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, request have been made for a restricted parking space in front of 48 Berkshire Place, 2nd Floor, 116 Linden Avenue and 14 Silkman Place:

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. 36:4-206, be established in front of 48 Berkshire Place, 2nd Floor, 116 Linden Avenue and 14 Silkman Place; and

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

Adopted

Jones – Hudley 5. Authorize Acceptance of \$30,000.00 in Social Service Block Grant (SSBG) Funds - January 1, 2018 – December 31, 2018

WHEREAS, The County of Essex, acting through its Department of Citizens Services, Division of Community Action proposes to enter into a sub grant agreement with Irvington Neighborhood Improvement Corporation to provide Case Management, Rental Assistance and Security Deposit to Ex-Offenders and Veterans under the Social Services Block Grant (SSBG) Program at a contract price of \$30,000.00 for the period of January 1, 2018 – December 31, 2018; and

WHEREAS, said grant agreement has been negotiated by the County Executive of Essex County and presented to the Board of Chosen Freeholders for Its approval: and

BE IT FURTHER RESOLVED that the Mayor of the Township of Irvington be and hereby is authorized to execute a Grant Agreement with the Essex County Division of Community Action as sub-recipient of Social Services for the Homeless funds in the amount of \$30,000.00

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that the Township of Irvington does hereby accept the award of \$30,000.00 for such activities.

Adopted

Jones – Cox 6. Authorize Acceptance of \$115,000.00 in Social Services for the Homeless (SSH/TANF) Program Grant Funds - January 1, 2018 – December 31, 2018

WHEREAS, The County of Essex, acting through its Department of Citizens Services, Division of Community Action proposes to enter into a sub grant agreement with Irvington Neighborhood Improvement Corporation to provide Shelter, Rental Assistance, Utility Assistance and Case Management under the Social Services for the Homeless (SSH/TANF) Program at a contract price of \$115,000 for the period of January 1, 2018 – December 31, 2018; and

WHEREAS, said grant agreement has been negotiated by the County Executive of Essex County and presented to the Board of Chosen Freeholders for Its approval: and

BE IT FURTHER RESOLVED that the Mayor of the Township of Irvington be and hereby is authorized to execute a Grant Agreement with the Essex County Division of Community Action as sub-recipient of Social Services for the Homeless funds in the amount of \$115,000.00

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that the Township of Irvington does hereby accept the award of \$115,000.00 for such activities.

Adopted

Hudley – Frederic 7. Provide for \$2,250.00 Quarterly Payments to the Irvington Counseling Center to Provide A Variety Of Mental Health Services To Irvington Residents

**RESOLUTION APPROVING ANNUAL PAYMENT TO THE IRVINGTON
COUNSELING CENTER**

WHEREAS, Irvington Counseling Center, a New Jersey Non-Profit Corporation with its office located at 21-29 Wagner place, Irvington, NJ 07111 provides a variety of mental health services to Irvington residents; and

WHEREAS, the Township provides a subsidy payment to the organization in its annual budget to promote the health, safety, morals and general welfare of the community; and

WHEREAS, the Township provides this organization with a quarterly subsidy payment of \$2,250.00; and

NOW THEREFORE BE, IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON, that the Township of Irvington will remit quarterly payments in the amounts of \$2,250.00 to the Irvington Counseling Center, a New Jersey Non-Profit Corporation located at 21-29 Wagner place, Irvington, NJ 07111 for counseling services for calendar year 2018.

BE IT FURTHER RESOLVED, the appropriation to be charged for this expenditure is Account Number 8-01-27-330-111-299.

Adopted

Cox – Hudley 8. Authorize Professional Services Contract for the Preparation of the Annual Licensing of the Above Ground Storage Tanks (AST) at the Coit Street Public Works Garage Based Upon Quotations - E2 Project Management – \$500.00

**RESOLUTION TO AWARD A PROFESSIONAL SERVICES CONTRACT FOR LSRP
SERVICES AT THE COIT STREET PUBLIC WORKS GARAGE**

WHEREAS, the Township of Irvington operates 2 above ground storage tanks at the Coit Street Public Works Garage for gasoline and diesel services for use by Township vehicles; and

WHEREAS, the State of New Jersey Department of Environmental Protection requires an annual licensing of these tanks and the application by prepared by a Licensed Site

Remediation Professional (LSRP) and has identified some non-compliance issues with these tanks; and

WHEREAS, the Township awards an annual contract to various professional firms to offer these professional services; and

WHEREAS, the Township Engineer prepared a Request for Quote for Professional Services, No. 2018-003, for these services and mailed that Request to the 4 four firms on the Township's list of LSRP professionals; and

WHEREAS, 2 firms submitted proposals for this work; and

WHEREAS, the Township Engineer has reviewed these proposals and determined that the proposal of E2 Project Management of Rockaway, NJ for \$500.00 is the most cost efficient way to accomplish this project and recommends that a professional services contract be awarded to E2 Project Management for this work.

NOW, THEREFORE, BE IT RESOLVED BY MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that a professional services contract for the preparation of the annual licensing of the above ground storage (AST) tanks at the Coit Street Public Works Garage be awarded to E2 Project Management of Rockaway, NJ at their proposal price of \$500.00.

BE IT FURTHER RESOLVED that pursuant to N.J.A.C. 5:34-5.2, the required Certificate of Availability of Funds No. C8-00274 for the above has been obtained from the Chief Financial Officer of the Township of Irvington and the appropriation to be charged for this expenditure is in the amount of \$500.00 is Account No. 8-01-21-165-165-299.

Adopted

Cox – Hudley 9. Authorize Professional Services Contract for the Preparation of the Annual Licensing of the Underground Storage Tanks at the Public Safety Complex Based Upon Quotations - E2 Project Management – \$500.00

'RESOLUTION TO AWARD A PROFESSIONAL SERVICES CONTRACT FOR LSRP SERVICES AT THE PUBLIC SAFETY COMPLEX

WHEREAS, the Township of Irvington operates 2 underground storage tanks for gasoline and diesel services for use by Township vehicles; and

WHEREAS, the State of New Jersey Department of Environmental Protection requires an annual licensing of these tanks and the application by prepared by a Licensed Site Remediation Professional (LSRP); and

WHEREAS, the Township awards an annual contract to various professional firms to offer these professional services; and

WHEREAS, the Township Engineer prepared a Request for Quotes for these services and mailed that RFQ to the 4 four firms on the Township's list of LSRP professionals; and

WHEREAS, 2 firms submitted proposals for this work; and

WHEREAS, the Township Engineer has reviewed these proposals and determined that the proposal of E2 Project Management of Rockaway, NJ for \$500.00 is the most cost efficient way to accomplish this project and recommends that a professional services contract be awarded to E2 Project Management for this work:

NOW, THEREFORE, BE IT RESOLVED BY MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that a professional services contract for the preparation of the annual licensing of the Underground storage tanks at the Public Safety Complex be awarded to E2 Project Management of Rockaway, NJ at their proposal price of \$500.00; and

BE IT FURTHER RESOLVED that pursuant to N.J.A.C. 5:34-5.2, the required Certificate of Availability of Funds No. c8-00273 for the above has been obtained from the Chief Financial Officer of the Township of Irvington and the appropriation to be charged for this expenditure is in the amount of \$500.00 is Account No. 8-01-21-165-165-299.

Adopted

Cox – Jones 10. Authorize Change Order for 40th Street Park Upgrades - V & K Construction, Inc. of Edison, N.J. - Reduce Contract Amount by 1.9% of Original Contract - \$2,580.00

RESOLUTION TO AWARD A CHANGE ORDER TO THE CONTRACT WITH V & K CONSTRUCTION FOR THE 40TH STREET PARK UPGRADES

WHEREAS, the Township of Irvington received a matching grant from the New Jersey Department of Environmental Protection Green Acres program in the amount of \$650,500.00 - Upgrades at the 40th Street Park; and

WHEREAS, after receiving public bids for this project, on April 26, 2017, the Township awarded a contract for the construction of the field portion of this project to V & K Construction, Inc. of Edison, N.J. in the amount of \$233,000.00 as resolution DPW 17-0426-23; and

WHEREAS, as this project has progressed a change in the manner of construction, specifically the installation of some new fencing work and a change in the manner in which the grass surface will be restored, has been reviewed and recommended by the Township Engineer; and,

WHEREAS, these changes result in a net credit to the Township in the amount of \$2,580.00, reducing the amount of the contract to \$230,420.00, or a net change of – 1.9%.

NOW, THEREFORE, BE IT RESOLVED BY MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that a Change order is awarded to V & K Construction, Inc. of Edison, NJ in the amount of - \$2,580.00 such that the final amount of the construction contract shall be \$230,420.00, or a net change of – 1.9%.

BE IT FURTHER RESOLVED that pursuant to N.J.A.C. 5:34-5.2, a Certificate of Availability of Funds has not supplied as this action does not encumber any additional municipal funds.

Adopted

Hudley – Frederic 11. Resolution of Sorrow - Peter Dortu Gray

**RESOLUTION OF SORROW
PETER DORTU GRAY**

WHEREAS, the Township of Irvington mourns the passing of Peter D. Gray, who quietly and peacefully, and after enduring a short illness, on February 18, 2018 took his flight to eternal rest; and

WHEREAS, Peter D. Gray was born March 12, 1931, and was educated in Ghana, formally the Gold Coast. He was married Elizabeth Dwedee Wayne Gray and together they raised six children. He was an active member of his community and church; and

WHEREAS, Peter Gray worked for several companies as an administrator, namely, the Liberia Mining Company (LMC) in Bomi County, The National Housing Authority in Monrovia and the LAMCO Corporation in Buchanan Grand Bassa County before he retired; and

WHEREAS, Mr. Gray's death leaves a void in the lives of his family, relatives, and friends. Mr. Gray was an avid reader that was interested in world affairs, music and health. He resided in ELWA Monrovia, Liberia before his passing; and

WHEREAS, his memory will live through his children, grandchildren, and great-grandchildren, relatives and many friends in Liberia, America, and Europe; and

WHEREAS, Mr. Gray was always considerate of his family and friend; he was a true friend who was loved for always going the extra mile to support them; and

WHEREAS, Peter will be remembered for his intellect and his abilities to connect with people. He was a true role model in the community that promoted the idea that

possibilities were endless and his tireless work to promote wellness issues will forever be remembered.

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that the Township of Irvington hereby mourns the loss of Peter Dortu Gray and offers its sincerest condolences to his family and friends during this period of bereavement; and

BE IT FURTHER RESOLVED that a copy of this resolution be spread upon the minutes of this governing body as a lasting tribute to Peter Dortu Gray.

Adopted

Cox- - Frederic 12. Authorize Purchase of Emergency and Community Notification Services by State Contract - SHI International Corp. – Annual Amount Not To Exceed \$18,870 Annually

RESOLUTION AUTHORIZING A CONTRACT WITH A STATE CONTRACT VENDOR SHI INTERNATIONAL CORP.

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

WHEREAS, the Business Administrator wishes to purchase Emergency and Community notification services; and

WHEREAS, in compliance with NJSA 19:44A-20.13 ET Seq., this purchase will exceed the Pay to Play threshold of \$17,500.00; and

WHEREAS, vendor has provided the Township with a quote for the emergency and community notification for a total amount of \$18,870.00 under New Jersey state contract number 89851; and

WHEREAS, the Township of Irvington intends to enter into contract with SHI International Corp through this resolution;

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the Township of Irvington hereby authorizes the Qualified Purchasing Agent to enter into a contract with SHI International Corp of 290 Davidson Ave, Somerset, NJ 08873 for an amount not to exceed \$18,870.00 under the New Jersey State Contract number 89851; and

BE IT FURTHER RESOLVED, that the required certification of availability of funds C8-00271 in the amount of \$9,435.00 from account number 8-01-31-446-446-298 for the first six months of service for the purchase the notification has been obtained from the Chief Financial Officer and the remaining balance of \$9,435.00 will be certified upon the adoption of the 2018 budget; 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.

Adopted

Cox – Hudley 13. Authorize Fair and Open Contract for Insurance Prescription Brokerage Services - RD Parisi Associates – January 12, 2018 to January 11, 2018 - Vendor Paid Directly From Insurance Carrier

**RESOLUTION AUTHORIZING FAIR AND OPEN PROFESSIONAL SERVICE
CONTRACT FOR INSURANCE PRESCRIPTION BROKERAGE SERVICES FOR
CALENDAR YEAR 2018**

WHEREAS, the Request for Proposals for Insurance Prescription Brokerage was publicly advertised in the New Jersey Star Ledger on February 01, 2018 with a deadline for qualifications to be submitted on February 21, 2018; and

WHEREAS, one qualification was received and publicly opened; and

WHEREAS, said qualification was referred to the Insurance Committee for review and written recommendation; and

WHEREAS, the qualifications satisfied the bid requirement and;

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

RD Parisi Associates
100 Executive Drive
Suite 338
West Orange, N.J. 07052

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that a contract for Insurance Prescription Brokerage services be awarded to RD Parisi Associates, 100 Executives Drive, Suite 338, West Orange, NJ 07052 on the basis of their response to the request for proposal meeting the selection criteria and qualifications at no cost to the township, the fees will be paid by brokerage and said fee will be disclosed to the Township; for one year starting on January 12, 2018 and ending on January 11, 2019; and

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

Adopted

Hudley – Jones 14. Authorize Use of CDBG Funds for 2017-2018 – C.O.M.B.A.T.T. – Grant Amount – 13,824.40

C.O.M.B.A.T.T.

(Community Organization Making Better Alternatives Today for Tomorrow, Inc.)

WHEREAS, the Township of Irvington is a recipient of 2017-2018 Community Development Block Grant (CDBG) Program funds administered by the U.S. Department of Housing and Urban Development; and

WHEREAS, the Township of Irvington wishes to award CDBG grant funds in the amount \$13,824.40 to C.O.M.B.A.T.T. (Community Organization Making Better Alternatives Today for Tomorrow, Inc., a private Non-Profit corporation of the State of New Jersey with principal offices 1763 SIXTH STREET, EWING, NEW JERSEY 08638 for the provision of public services, which constitute an eligible CDBG activity; and,

WHEREAS, the Township of Irvington has allocated sufficient CDBG funds to fund a proposed grant agreement in the amount of \$13,824.40 with the C.O.M.B.A.T.T. (Community Organization Making Better Alternatives Today for Tomorrow, Inc., a private Non-Profit Corporation of the State of New Jersey; and

WHEREAS, the U.S. Department of Housing and Urban Development has issued federal regulations which revise 24 CFR 570 Sub-Part J, requiring all CDBG recipients to enter into formal legal agreements with private non-profit organizations, called "CDBG sub-recipients", in order for these organizations to receive CDBG funding from the Township of Irvington; and

WHEREAS, the Township of Irvington is also subject to the provisions of federal OMB Circular A-102 Attachment 0, "Procurement Standards" which apply the Township's procurement of services, supplies and property with CDBG funds; and

WHEREAS, OMB Circular A-102 also requires the Township to conform to all applicable state and local laws relating to formal legal agreements by municipal government procurement of goods and services; and

WHEREAS, the governing body of the Township of Irvington is required under state law (N.J.S.A. 40A:11-1 et seq.) to authorize the execution of formal grant agreements and procurement contracts (in excess of \$8,500.00) with private contractors:

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

1. The Mayor and the Township Clerk are hereby authorized and directed to execute an agreement with C.O.M.B.A.T.T. (Community Organization Making Better Alternatives Today for Tomorrow, Inc., for Youth Behavior Modification/Health & Fitness Service at Chris Gatling Recreation Center, 260 Union Avenue, Irvington, New Jersey

2. Pursuant to N.J.A.C. 5:34-5.2, the required certificate of Availability of Funds No. C8-00282 in the amount of \$13,824.40 for the above has been obtained from the Chief Financial Officer of the Township of Irvington. The appropriation to be charged for this expenditure is Account No. T-21-41-850-18C-806.

Adopted

Hudley – Frederic 15. Authorize Use of CDBG Funds for 2017-2018 – Harmony Education and Life Partners – Grant Amount \$19,000.00

Harmony Education & Life Partners

WHEREAS, the Township of Irvington is a recipient of 2017-2018 Community Development Block Grant (CDBG) Program funds administered by the U.S. Department of Housing and Urban Development; and

WHEREAS, the Township of Irvington wishes to award CDBG grant funds in the amount \$19,000.00 to Harmony Education & Life Partners, a private Non-Profit corporation of the State of New Jersey with principal offices 1160 CLINTON AVENUE, IRVINGTON, NEW JERSEY 07111 for the provision of public services, which constitute an eligible CDBG activity; and,

WHEREAS, the Township of Irvington has allocated sufficient CDBG funds to fund a proposed grant agreement in the amount of \$19,000.00 with the Harmony Education & Life Partners, a private Non-Profit Corporation of the State of New Jersey; and

WHEREAS, the U.S. Department of Housing and Urban Development has issued federal regulations which revise 24 CFR 570 Sub-Part J, requiring all CDBG recipients to enter into formal legal agreements with private non-profit organizations, called "CDBG sub-recipients", in order for these organizations to receive CDBG funding from the Township of Irvington; and

WHEREAS, the Township of Irvington is also subject to the provisions of federal OMB Circular A-102 Attachment 0, "Procurement Standards" which apply the Township's procurement of services, supplies and property with CDBG funds; and

WHEREAS, OMB Circular A-102 also requires the Township to conform to all applicable state and local laws relating to formal legal agreements by municipal government procurement of goods and services; and

WHEREAS, the governing body of the Township of Irvington is required under state law (N.J.S.A. 40A:11-1 et seq.) to authorize the execution of formal grant agreements and procurement contracts (in excess of \$8,500.00) with private contractors:

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

1. The Mayor and the Township Clerk are hereby authorized and directed to execute an agreement with Harmony Education & Life Partners, for the purchase of computers for technology lab, Public access use and network printers to meet public service requirements.

2. Pursuant to N.J.A.C. 5:34-5.2, the required certificate of Availability of Funds No. C8-00825 in the amount of \$19,000.00 for the above has been obtained from the Chief Financial Officer of the Township of Irvington. The appropriation to be charged for this expenditure is Account No. T-21-41-850-18C-809.

Adopted

Jones – Hudley 16. Authorize Use of CDBG Funds for 2017-2018 – Irvington Counseling Center – Grant Amount \$19,000.00

Irvington Counseling Center

WHEREAS, the Township of Irvington is a recipient of 2017-2018 Community Development Block Grant (CDBG) Program funds administered by the U.S. Department of Housing and Urban Development; and

WHEREAS, the Township of Irvington wishes to award CDBG grant funds in the amount \$19,000.00 to Irvington Counseling Center, a private Non-Profit corporation of the State of New Jersey with principal offices 21-29 Wagner Place, Irvington, NJ 07111 for the provision of public services, which constitute an eligible CDBG activity; and,

WHEREAS, the Township of Irvington has allocated sufficient CDBG funds to fund a proposed grant agreement in the amount of \$19,000.00 with the Irvington Counseling Center, a private Non-Profit Corporation of the State of New Jersey; and

WHEREAS, the U.S. Department of Housing and Urban Development has issued federal regulations which revise 24 CFR 570 Sub-Part J, requiring all CDBG recipients to enter into formal legal agreements with private non-profit organizations, called "CDBG sub-recipients", in order for these organizations to receive CDBG funding from the Township of Irvington; and

WHEREAS, the Township of Irvington is also subject to the provisions of federal OMB Circular A-102 Attachment 0, "Procurement Standards" which apply the Township's procurement of services, supplies and property with CDBG funds; and

WHEREAS, OMB Circular A-102 also requires the Township to conform to all applicable state and local laws relating to formal legal agreements by municipal government procurement of goods and services; and

WHEREAS, the governing body of the Township of Irvington is required under state law (N.J.S.A. 40A:11-1 et seq.) to authorize the execution of formal grant agreements and procurement contracts (in excess of \$8,500.00) with private contractors:

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

1. The Mayor and the Township Clerk are hereby authorized and directed to execute an agreement with Irvington Counseling Center, for the purchase of computers for technology lab, Public access use and network printers to meet public service requirements.
2. Pursuant to N.J.A.C. 5:34-5.2, the required certificate of Availability of Funds No. C8-00279 un the amount of \$19,000.00 for the above has been obtained from the Chief Financial Officer of the Township of Irvington. The appropriation to be charged for this expenditure is Account No. T-21-41-850-18C-801.

Adopted

Cox – Frederic 17. Authorize Use of CDBG Funds for 2017-2018 – Partnership for Maternal and Child Health of New Jersey – Grant Amount \$19,000.00

The Partnership for Maternal and Child Health of Northern NJ

WHEREAS, the Township of Irvington is a recipient of 2017-2018 Community Development Block Grant (CDBG) Program funds administered by the U.S. Department of Housing and Urban Development; and

WHEREAS, the Township of Irvington wishes to award CDBG grant funds in the amount \$19,000.00 to The Partnership for Maternal and Child Health of Northern NJ, a private Non-Profit corporation of the State of New Jersey with principal offices at 50 Park Place, Suite 700, Newark, NJ 07102 for the provision of public services, which constitute an eligible CDBG activity; and,

WHEREAS, the Township of Irvington has allocated sufficient CDBG funds to fund a proposed grant agreement in the amount of \$19,000.00 with the The Partnership for Maternal and Child Health of Northern NJ, a private Non-Profit Corporation of the State of New Jersey; and

WHEREAS, the U.S. Department of Housing and Urban Development has issued federal regulations which revise 24 CFR 570 Sub-Part J, requiring all CDBG recipients to enter into formal legal agreements with private non-profit organizations, called "CDBG sub-recipients", in order for these organizations to receive CDBG funding from the Township of Irvington; and

WHEREAS, the Township of Irvington is also subject to the provisions of federal OMB Circular A-102 Attachment 0, "Procurement Standards" which apply the Township's procurement of services, supplies and property with CDBG funds; and

WHEREAS, OMB Circular A-102 also requires the Township to conform to all applicable state and local laws relating to formal legal agreements by municipal government procurement of goods and services; and

WHEREAS, the governing body of the Township of Irvington is required under state law (N.J.S.A. 40A:11-1 et seq.) to authorize the execution of formal grant agreements and procurement contracts (in excess of \$8,500.00) with private contractors:

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

1. The Mayor and the Township Clerk are hereby authorized and directed to execute an agreement with The Partnership for Maternal and Child Health of Northern NJ, for which activities for families to build self-sufficiency and foster family stability are to be offered at 50 Union Ave, 4th Floor, Irvington, NJ 07111.
2. Pursuant to N.J.A.C. 5:34-5.2, the required certificate of Availability of Funds No. C8-00281 in the amount of \$19,000.00 for the above has been obtained from the Chief Financial Officer of the Township of Irvington. The appropriation to be charged for this expenditure is Account No. T-21-41-850-18C-803.

Adopted

Cox – Jones 18. Authorize Use of CDBG Funds for 2017-2018 – ARC - Grant Amount \$19,000.00

The Arc of Essex County

WHEREAS, the Township of Irvington is a recipient of 2017-2018 Community Development Block Grant (CDBG) Program funds administered by the U.S. Department of Housing and Urban Development; and

WHEREAS, the Township of Irvington wishes to award CDBG grant funds in the amount \$19,000.00 to The Arc of Essex County, a private Non-Profit corporation of the State of New Jersey with principal offices at 123 Naylor Avenue, Livingston, NJ 07039 for the provision of public services, which constitute an eligible CDBG activity; and,

WHEREAS, the Township of Irvington has allocated sufficient CDBG funds to fund a proposed grant agreement in the amount of \$19,000.00 with the The Arc of Essex County, a private Non-Profit Corporation of the State of New Jersey; and

WHEREAS, the U.S. Department of Housing and Urban Development has issued federal regulations which revise 24 CFR 570 Sub-Part J, requiring all CDBG recipients to enter into formal legal agreements with private non-profit organizations, called "CDBG sub-

recipients", in order for these organizations to receive CDBG funding from the Township of Irvington; and

WHEREAS, the Township of Irvington is also subject to the provisions of federal OMB Circular A-102 Attachment 0, "Procurement Standards" which apply the Township's procurement of services, supplies and property with CDBG funds; and

WHEREAS, OMB Circular A-102 also requires the Township to conform to all applicable state and local laws relating to formal legal agreements by municipal government procurement of goods and services; and

WHEREAS, the governing body of the Township of Irvington is required under state law (N.J.S.A. 40A:11-1 et seq.) to authorize the execution of formal grant agreements and procurement contracts (in excess of \$8,500.00) with private contractors:

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

1. The Mayor and the Township Clerk are hereby authorized and directed to execute an agreement with The Arc of Essex County, for which tutoring programs, job preparedness, and civic education services are to be offered at 127 East Cedar Street, East Hanover, NJ 07936.
2. Pursuant to N.J.A.C. 5:34-5.2, the required certificate of Availability of Funds No. C8-00280 in the amount of \$19,000.00 for the above has been obtained from the Chief Financial Officer of the Township of Irvington. The appropriation to be charged for this expenditure is Account No. T-21-41-850-18C-802.

Adopted

Jones – Hudley 19. Authorize Use of CDBG Funds for 2017-2018 - Urban League of Essex County - Grant Amount - \$19,000.00

Urban League of Essex County

WHEREAS, the Township of Irvington is a recipient of 2017-2018 Community Development Block Grant (CDBG) Program funds administered by the U.S. Department of Housing and Urban Development; and

WHEREAS, the Township of Irvington wishes to award CDBG grant funds in the amount \$19,000.00 to Urban League of Essex County, a private Non-Profit corporation of the State of New Jersey with principal offices at 508 Central Avenue, Newark, NJ 07107 for the provision of public services, which constitute an eligible CDBG activity; and,

WHEREAS, the Township of Irvington has allocated sufficient CDBG funds to fund a proposed grant agreement in the amount of \$19,000.00 with Urban League of Essex County, a private Non-Profit Corporation of the State of New Jersey; and

WHEREAS, the U.S. Department of Housing and Urban Development has issued federal regulations which revise 24 CFR 570 Sub-Part J, requiring all CDBG recipients to enter into formal legal agreements with private non-profit organizations, called "CDBG sub-recipients", in order for these organizations to receive CDBG funding from the Township of Irvington; and

WHEREAS, the Township of Irvington is also subject to the provisions of federal OMB Circular A-102 Attachment 0, "Procurement Standards" which apply the Township's procurement of services, supplies and property with CDBG funds; and

WHEREAS, OMB Circular A-102 also requires the Township to conform to all applicable state and local laws relating to formal legal agreements by municipal government procurement of goods and services; and

WHEREAS, the governing body of the Township of Irvington is required under state law (N.J.S.A. 40A:11-1 et seq.) to authorize the execution of formal grant agreements and procurement contracts (in excess of \$8,500.00) with private contractors:

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

1. The Mayor and the Township Clerk are hereby authorized and directed to execute an agreement with Urban League of Essex County, for which homebuyer's counselling to Irvington residents are to be offered at 1 Civic Square, Irvington, NJ 07111.
2. Pursuant to N.J.A.C. 5:34-5.2, the required certificate of Availability of Funds No. C8-00283 in the amount of \$19,000.00 for the above has been obtained from the Chief Financial Officer of the Township of Irvington. The appropriation to be charged for this expenditure is Account No. T-21-41-850-18C-807.

Adopted

Hudley – Cox 20. Authorize Use of CDBG Funds for 2017-2018 - Young Men and Striving for Greatness, Inc. - Grant Amount - \$10,000.00

Young Men Striving for Greatness, Inc.

WHEREAS, the Township of Irvington is a recipient of 2017-2018 Community Development Block Grant (CDBG) Program funds administered by the U.S. Department of Housing and Urban Development; and

WHEREAS, the Township of Irvington wishes to award CDBG grant funds in the amount \$10,000.00 to Young Men Striving for Greatness, Inc., a private Non-Profit

corporation of the State of New Jersey with principal offices 1410 Esterbrook Avenue, IRVINGTON, NEW JERSEY 07111 for the provision of public services, which constitute an eligible CDBG activity; and,

WHEREAS, the Township of Irvington has allocated sufficient CDBG funds to fund a proposed grant agreement in the amount of \$10,000.00 with the Young Men Striving for Greatness, Inc., a private Non-Profit Corporation of the State of New Jersey; and

WHEREAS, the U.S. Department of Housing and Urban Development has issued federal regulations which revise 24 CFR 570 Sub-Part J, requiring all CDBG recipients to enter into formal legal agreements with private non-profit organizations, called "CDBG sub-recipients", in order for these organizations to receive CDBG funding from the Township of Irvington; and

WHEREAS, the Township of Irvington is also subject to the provisions of federal OMB Circular A-102 Attachment 0, "Procurement Standards" which apply the Township's procurement of services, supplies and property with CDBG funds; and

WHEREAS, OMB Circular A-102 also requires the Township to conform to all applicable state and local laws relating to formal legal agreements by municipal government procurement of goods and services; and

WHEREAS, the governing body of the Township of Irvington is required under state law (N.J.S.A. 40A:11-1 et seq.) to authorize the execution of formal grant agreements and procurement contracts (in excess of \$8,500.00) with private contractors:

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

1. The Mayor and the Township Clerk are hereby authorized and directed to execute an agreement with Young Men Striving for Greatness, Inc., for the purchase of computers for technology lab, Public access use and network printers to meet public service requirements.
2. Pursuant to N.J.A.C. 5:34-5.2, the required certificate of Availability of Funds No. C8-00284 in the amount of \$10,000.00 for the above has been obtained from the Chief Financial Officer of the Township of Irvington. The appropriation to be charged for this expenditure is Account No. T-21-41-850-18C-808.

Adopted

Jones – Burgess 21. Resolution of Sorrow - Tiffany Marquita Evonne Wright

RESOLUTION OF SORROW
TIFFANY MARQUITA EVONNE WRIGHT

WHEREAS, the Municipal Council of the Township of Irvington wishes to express their deepest sorrow on the passing of Tiffany Marquita Evonne Wright; and

WHEREAS, God called the beautiful, Tiffany Marquita Evonne Wright home to eternal rest on Wednesday, February 21, 2018. Tiffany was born to late Kirk T. Lowery and the late Pamela D. Wright on March 12, 1984 in Newark, NJ; and

WHEREAS, Tiffany graduated from Frank H. Morrell High School in Irvington, NJ. She attended Berkeley University but with her fight with lupus she was unable to finish; and

WHEREAS, Tiffany was affectionately known as "Mrs. Saks 5th" to her family, friends and social media. Everyone that knew her, knew her for her unique styles, beautiful smile and wild personality. She was an energetic and loving person with a big heart, who kept you laughing and smiling whenever she was around. Tiffany was full of life, she loved to get dress in the finest designers, party and loved the heck out her siblings, nephews, and niece; and

WHEREAS, Tiffany was predeceased by her son, Raheem Hakeem "Rocky" Boyd Jr.; her parents, Kirk T. Lowery and Pamela D. Wright; her grandparents, Euzra Wright, Henry and Sammie Lowery; and her bestie, Charlie Slade; and

WHEREAS, she is survived by her loving companion and father of Rocky, Raheem "Co" Boyd, Sr.; her brother, Tialiejah Wright; five sisters, Symaia (Robert) Blevins, RaKeya Smith, Kristie Parker, Kurstie Parker, and Diamond Lowery; four nephews, Zymire Jackson, Jason Kennedy, Cameron Bowman, Caiden Bowman, and Lennox Lowery; one niece, Synaia McClinek; her grandfather, Bob Wright; her aunts, Tameka "Gerrie" Wright, Giovanna "Gina" (Christopher) Baker, Yolanda "Bunchie" (Ibrahim) Muhammad, and Chareese Walker; her uncles, Norbert "Snow" (Robin) Wright, Robert (Arlethia) Wright, Sheldon Wright, Fred (Kim) Ross, Calvin (Sabrina) Lowery, Kenneth (Theresa) Lowery, Hiram (Gloria) Lowery, and Morris (Qymar) Lowery; her god-parents, Kha'Irah Muhammad and Raheem Greene. She also leaves behind special people that she held dear to her heart, her 2nd mother, JoAnn "Jozzi" Gregory; 2nd father, Wayne Betha; extended sisters, Alneesha Baltimore and Arlene Burgess; special cousin, Rashida McDaniel; two special friends, Renee Boyce and Raheerri Tarver; and a host of several great aunts, great uncles, cousins, and host of friends.

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that the Township of Irvington hereby mourns the loss of Tiffany Marquita Evonne Wright and offers its sincerest condolences to her family and friends during this period of bereavement; and

BE IT FURTHER RESOLVED that a copy of this resolution be spread upon the minutes of this governing body as a lasting tribute to Tiffany Marquita Evonne Wright.

Adopted

MINUTES – REGULAR COUNCIL MEETING – MARCH 13, 2018 – PAGE 21

Jones – Frederic 22. Authorize Extension of Contract for Pest Control and Management Services - TRI-County Termite and Pest Control - February 16, 2018 to February 15, 2019 - Not to Exceed \$14,880.00

CONTRACT EXTENSION FOR PEST CONTROL AND MANAGEMENT SERVICES

WHEREAS, resolution number DH 17-0215-3 authorized a contract for pest control and management services which expires on February 15, 2018; and

WHEREAS, the original specifications included language that allowed for the extension of this contract for one year contract at the existing terms and conditions if mutually accepted to the vendor and Township; and

WHEREAS, the vendor has agreed to extend the existing agreement for one year; and

WHEREAS, it would be in the Township's best interest to extend the existing agreement for one year as recommended by the Health Director; and

NOW, BE IT HEREBY RESOLVED by the Township of Irvington, Essex County, New Jersey that the following contract be extended for one year, starting on February 16, 2018 until February 15, 2019 with TRI-County Termite and Pest Control, 187 Delaware Ave, Carneys, NJ 08069 for an amount not to exceed \$14,880.00; and

BE IT FURTHER RESOLVED that the required certification of availability of funds C7-00182 in the amount of \$2,000.00 from account number T-21-41-850-16D-804 for the first two months of service has been obtained from the Chief Financial Officer and the remaining balance of \$12,880.00 will be certified upon the adoption of the 2018 budget; and

BE IT FURTHER RESOLVED that the Township Attorney is directed to prepare the appropriate contracts and the Mayor and the Township Clerk be and the same are hereby authorized to execute said contract with the above listed company.

Adopted

Cox – Frederic 23. Authorize Change Order Number 1 and Final for Resurfacing of Park Place – J.A. Alexander – Reduce Contract Price by 11.34% or \$38,244.75 – Total Contract Price - \$299,129.41

**RESOLUTION TO APPROVE A CHANGE ORDER (NO. 1 AND FINAL)
FOR THE RESURFACING OF PARK PLACE**

WHEREAS, the Township of Irvington, received a grant from the New Jersey Department of Transportation under the Transportation Trust Fund Program, in the amount of \$ 377,637.00; and

WHEREAS, the Township engaged the services of Pennoni Associates for the engineering design and construction supervision of this project in resolution DPW 15-0623-26; and

WHEREAS, the Township publicly advertised and this project, received bids and, in resolution DPW 16-0712-20, awarded a contract to J.A. Alexander Inc., of Bloomfield, NJ for this project at their lowest responsive bid price of \$ 337,374.16; and,

WHEREAS, after the completion of construction of this project, a final tabulation of the actual quantities of work that were actually constructed was in the amount of \$ 299,129, 41, a net change of -\$38,244.75 or a net change of -11.34% and a summary of this changes is shown as Attachment A of this resolution; and

WHEREAS, the Township Engineer has reviewed the change order that was prepared by Pennoni Associates and recommends that this change order be approved and that the Mayor be authorized to endorse this change order on behalf of the Township.

NOW, THEREFORE, BE IT RESOLVED BY MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that a change order in the amount of - \$ 38,244.75 so that the final construction cost of this project is \$ 299,129, 41, a net change of -11.34% be awarded to J.A. Alexander, Inc. of Bloomfield, NJ for the Resurfacing of Park Place and that the Mayor be authorized to endorse this change order on behalf of the Township.

BE IT FURTHER RESOLVED that pursuant to N.J.A.C. 5:34-5.2, a Certificate of Availability of Funds has not supplied as this action does not encumber any additional municipal funds.

Adopted

Cox – Jones 24. Waive Penalty and Interest Charges of \$47,658.50 on 3 May Street in Lieu of Full Back Taxes of \$71,266.35 Being Paid in Full on or Before March 23, 2018

REQUEST TO ABATE INTEREST AND PENALTIES ON TAXES

WHEREAS, Taxes are delinquent due to bankruptcy filing on 3 May Street but the bankruptcy was dismissed after the lien holder Jersey Guys Property Management, LLC received Final Judgment on Certificate Number 05-00171 on November 10, 2016, also known as Block 218 Lot 17; and

WHEREAS, the total amount due on Block 218 Lot 17, with interest and penalties to March 13, 2018 is \$119,924.85 which includes municipal charges up to the 2018 1st quarter taxes; and

WHEREAS, the owner of 3 May Street have requested for the interest and penalties to be waived; and

WHEREAS, the Governing Body may forgive interest and penalties in the amount of \$48,658.50 pursuant to the provisions of N.J.S.A. 54:4-99:

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that the Tax Collector is authorized and directed to abate the current interest and penalties charges imposed on Block 218 Lot 17 and the taxpayer be allowed to pay the principal amount of \$71,266.35 on or before March 23, 2018.

Adopted

Cox – Jones 25. Designate Janet Salazar as Redeveloper of 1374 Springfield Avenue, Block 373, Lot 21 and Authorizing the Execution of a Redevelopment Agreement

**RESOLUTION OF THE TOWNSHIP OF IRVINGTON, IN
THE COUNTY OF ESSEX APPROVING THE
DESIGNATION OF JANET SALAZAR AS REDEVELOPER
OF BLOCK 373, LOT 21 IN THE TOWNSHIP OF
IRVINGTON, COMMONLY KNOWN AS 1374
SPRINGFIELD AVENUE AND AUTHORIZING THE
EXECUTION OF A REDEVELOPMENT AGREEMENT IN
CONNECTION THEREWITH**

WHEREAS, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.*, as amended from time to time (the “**Redevelopment Law**”), provides a process for municipalities to participate in the redevelopment and improvement of areas in need of redevelopment and areas in need of rehabilitation; and

WHEREAS, in accordance with the Redevelopment Law, on June 23, 2015, by resolution No. UEZ 15-0623-9, the Municipal Council of the Township of Irvington (the “**Township Council**”) adopted a resolution designating the entire Township as an “area in need of rehabilitation” (the “**Rehabilitation Area**”) upon the recommendation of the Planning Board of the Township (the “**Planning Board**”) and review of a report of the Township Engineer; and

WHEREAS, to realize the redevelopment of the Rehabilitation Area, the Township Council determined to exercise the powers of redevelopment and serve as the “redevelopment entity”, as such term is defined at *N.J.S.A. 40A:12A-3*, responsible for carrying out redevelopment projects in the Rehabilitation Area in accordance with the Redevelopment Plan (as defined below), pursuant to *N.J.S.A. 40A:12A-4(c)*; and

WHEREAS, Janet Salazar (the “**Redeveloper**”) is the owner of certain property identified on the official tax maps of the Township as Tax Block 373, Lot 21, more commonly known by the street address of 1374 Springfield Avenue, Irvington, New Jersey 07111 (the “**Property**”); and

WHEREAS the Property is located in the Rehabilitation Area and is subject to the *Township-Wide Area in need of Rehabilitation Redevelopment Plan* (the

“**Redevelopment Plan**”) which was duly adopted by the Township Council pursuant to the Redevelopment Law and in accordance with the procedures set forth therein; and

WHEREAS, Redeveloper submitted to the Township its plans for renovation of the Property, which consists of the addition of two stories and four residential units to the existing one-story commercial building (the “**Project**”) for review and consideration; and

WHEREAS, the Redevelopment Law authorizes the Township to arrange or contract for the planning, construction or undertaking of any development project or undertaking of any development project or redevelopment work in an area designated as an “area in need of rehabilitation”, all pursuant to *N.J.S.A. 40A:12A-8* and a redevelopment plan; and

WHEREAS, the Redeveloper submitted a redeveloper application outlining its financial capabilities, experience, expertise and project concept descriptions for the Project and requested designation by the Township as the “redeveloper” (as defined in the Redevelopment Law) of the Property; and

WHEREAS, the Township Council has determined that the Redeveloper meets all necessary criteria, including financial capabilities, experience and expertise, and, as a result, has determined to designate the Redeveloper as the redeveloper for the Property and to enter into an agreement (in the form attached hereto as Exhibit A, the “**Redevelopment Agreement**”), which specifies terms of the redevelopment of the Property and the rights and responsibilities of the Township and the Redeveloper with respect to the Project.

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON, IN THE COUNTY OF ESSEX, NEW JERSEY, AS FOLLOWS:

- 1. Generally.** The aforementioned recitals are incorporated herein as though fully set forth at length.
- 2. Designation of the Redeveloper.** Janet Salazar is hereby designated as redeveloper of the Property, pursuant to the Redevelopment Law, for purposes of carrying out the Project, in accordance with the terms of the Redevelopment Agreement.
- 3. Execution of the Redevelopment Agreement.**
 - a. The Mayor is hereby authorized to execute the Redevelopment Agreement, substantially in the form attached hereto as Exhibit A, together with such additions, deletions and modifications as are necessary or desirable in consultation with counsel to effectuate same.

- b. The Municipal Clerk is hereby authorized and directed, upon execution of the Redevelopment Agreement in accordance with the terms of Section 3(a) hereof, to attest to the signature of the Mayor upon such document and is hereby further authorized and directed to affix the corporate seal of the City upon such document.
- 4. Implementation.** Upon the execution and attestation of the Redevelopment Agreement, as contemplated by Section 3 hereof, the Mayor, upon consultation with counsel to the Township, is hereby further authorized to take any and all actions, and execute and deliver such other documents, certificates and instruments necessary, desirable or convenient to effectuate the terms of the Redevelopment Agreement.
- 5. Effective Date.** This Resolution shall take effect immediately.

EXHIBIT A

FORM OF REDEVELOPMENT AGREEMENT

REDEVELOPMENT AGREEMENT

By and Between

THE TOWNSHIP OF IRVINGTON

As Redevelopment Entity

and

JANET SALAZAR

as Redeveloper

Dated: _____, 2018

THIS REDEVELOPMENT AGREEMENT (the “**Agreement**”) made this ____ day of _____, 20__ (the “**Effective Date**”) by and between

THE TOWNSHIP OF IRVINGTON, a public body corporate and politic of the State of New Jersey, having its offices at Municipal Building, 1 Civic Square, Irvington, New Jersey 07111 in its capacity as a “redevelopment entity” pursuant to *N.J.S.A. 40A:12A-4(c)* (hereinafter referred as the “**Township**”);

AND

JANET SALAZAR, an individual, with her main address located at 1374 Springfield Avenue, Irvington, New Jersey 07111 (hereinafter referred to as the “**Redeveloper**”). Township and Redeveloper, each a “**Party**”, collectively referred to herein as the “**Parties**”:

WITNESSETH

WHEREAS, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.*, as amended from time to time (the “**Redevelopment Law**”), provides a process for municipalities to participate in the redevelopment and improvement of areas in need of redevelopment and areas in need of rehabilitation; and

WHEREAS, in accordance with the Redevelopment Law, on June 23, 2015, by resolution No. UEZ 15-0623-9, the Municipal Council of the Township of Irvington (the “**Township Council**”) adopted a resolution designating the entire Township as an “area in need of rehabilitation” (the “**Rehabilitation Area**”) upon the recommendation of the Planning Board of the Township (the “**Planning Board**”) and review of a report of the Township Engineer; and

WHEREAS, to realize the redevelopment of the Rehabilitation Area, the Township Council determined to exercise the powers of redevelopment and serve as the “redevelopment entity”, as such term is defined at *N.J.S.A. 40A:12A-3*, responsible for carrying out redevelopment projects in the Rehabilitation Area in accordance with the Redevelopment Plan (as defined below), pursuant to *N.J.S.A. 40A:12A-4(c)*; and

WHEREAS, the Redeveloper is the owner of certain property identified on the official tax maps of the Township as Tax Block 373, Lot 21, more commonly known by the street address of 1374 Springfield Avenue, Irvington, New Jersey 07111 (the “**Property**”); and

WHEREAS the Property is located in the Rehabilitation Area and is subject to the *Township-Wide Area in need of Rehabilitation Redevelopment Plan* (the “**Redevelopment Plan**”) which was duly adopted by the Township Council pursuant to the Redevelopment Law and in accordance with the procedures set forth therein; and

WHEREAS, Redeveloper submitted to the Township its plans for renovation of the Property, which consists of the addition of two stories and four residential units to the existing one-story commercial building (the “**Project**”, as further described in Exhibit A) for review and consideration; and

WHEREAS, the Redevelopment Law authorizes the Township to arrange or contract for the planning, construction or undertaking of any development project or undertaking of any development project or redevelopment work in an area designated as an “area in need of rehabilitation”, all pursuant to *N.J.S.A. 40A:12A-8* and a redevelopment plan; and

WHEREAS, the Redeveloper submitted information outlining its financial capabilities, experience, expertise and project concept descriptions for the Project and requested designation by the Township as the “redeveloper”, as defined in the Redevelopment Law, of the Property (the “**Redeveloper Application**”) attached hereto as Exhibit A; and

WHEREAS, the Township has determined that the redevelopment of the Property in accordance with applicable provisions of the Redevelopment Plan will contribute to the rehabilitation and reinvigoration of the Township and to the social and economic improvement of the Township and further the goals and objectives of the Redevelopment Law; and

WHEREAS, the Township evaluated the Redeveloper Application according to criteria which included project concept descriptions and determined to commence negotiations with Redeveloper to enter into a redevelopment agreement; and

WHEREAS, in order to implement the development, financing, construction, operation and management of the Project, the governing body of the Township has determined to designate the Redeveloper as the “redeveloper” of the Property and to enter into this Agreement, which specifies terms of the redevelopment of the Property and the rights and responsibilities of the Township and the Redeveloper with respect to the Project.

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereto do hereby covenant and agree, each with the other, as follows:

ARTICLE I
DEFINITIONS AND INTERPRETATIONS

Section 1.01 Governing Law. This Agreement shall be governed by the provisions of (a) the Redevelopment Law and such other statutes as may be the sources of relevant authority and (b) all other Applicable Laws (as defined herein).

Section 1.02 Definitions. Words that are capitalized, and which are not the first word of a sentence, are defined terms. As used in this Agreement, defined terms shall have the meaning assigned to such terms as set forth below.

(a) The following terms shall have the respective meanings ascribed to such terms in the preambles hereof:

Agreement
Effective Date
Parties
Party
Planning Board
Project
Property
Redeveloper
Redeveloper Application

**Redevelopment Law
Redevelopment Plan
Rehabilitation Area
Township
Township Council**

(b) The following terms as used in this Agreement shall, unless the context clearly requires otherwise, have the following meanings:

“Affiliate” means with respect to any Person, any other Person directly or indirectly controlling or controlled by, or under direct or indirect common control with, such Person. For purposes of this definition, the term “control” (including the correlative meanings of the terms “controlled by” and “under common control with”), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such Person, whether through the ownership of voting securities, or by contract or otherwise.

“Applicable Law(s)” shall mean all federal, state and local laws, ordinances, approvals, rules, regulations and requirements applicable thereto including, but not limited to, the Redevelopment Law, the Municipal Land Use Law, relevant construction codes including construction codes governing access for people with disabilities, and such zoning, sanitary, pollution and other environmental safety ordinances, laws and such rules and regulations promulgated thereunder, and all applicable environmental laws and applicable federal and state labor standards.

“Building Permit” shall mean a building permit issued by or on behalf of the Township for the Project.

“Certificate of Completion” means written acknowledgement by the Township in recordable form that the Redeveloper has Completed Construction of the Project in accordance with the requirements of this Agreement.

“Certificate of Occupancy” shall mean a temporary or permanent certificate of occupancy as defined in the applicable section of the municipal code of the Township and the applicable provisions of the Uniform Construction Code.

“Commence Construction” and **“Commencement of Construction”** shall mean the date on which the construction force and machinery is mobilized for construction of the Project on the Property.

“Completion of Construction” and **“Complete Construction”** shall mean the completion of the Project in accordance with the Redevelopment Plan sufficient for issuance of Certificates of Occupancy for the Project, subject to (i) completing minor conditions of the Governmental Approvals; and (ii) installation of landscaping, final fixtures, and floor coverings.

“Completion Date” shall be as defined in Section 4.03(b).

“Declaration of Covenants and Restrictions” shall mean the filing with the office of the Essex County Register of: (i) a notice of the covenants as set forth in Sections 3.02 of this Agreement and (ii) notice as to the existence of this Agreement by and between the Township and Redeveloper, substantially in the form as attached hereto as Exhibit B.

“Effective Date” shall mean the date set forth above, such date being the date on which this Agreement is executed by the Township and Redeveloper.

“Escrow Account” shall be as defined in Section 4.07(c).

“Escrow Agreement” shall be as defined in Section 4.07(c).

“Event of Default” shall be as defined in Section 5.01.

“Force Majeure” shall mean acts of God, fire, earthquake, explosion, the elements, war, riots, mob violence or civil disturbance, inability to procure or a general shortage of labor, equipment or facilities, energy, materials or supplies in the open market, failure of transportation, strikes, walkouts, actions of labor unions, court orders, laws, rules, regulations or orders of governmental or public agencies, bodies and authorities, or any other similar cause not within the control of the Redeveloper or the Township. Compliance with municipal laws regulating land use and construction, any legal requirements under any applicable environmental laws, as well as known NJDEP clearances, approvals, or permits typical of the development process and referred to in this Agreement shall not be considered or construed as events of Force Majeure. Economic factors and market conditions shall also not be considered or construed as events of Force Majeure.

“Governmental Approvals” shall mean all governmental approvals issued by a Governmental Body required for the construction of the Project, including, without limitation: the final site plan with respect to the development of the Project submitted to, and approved by, the Planning Board or its successor, in accordance with the Municipal Land Use Law; county planning board approvals; construction plans and specifications for the obtaining of building permits for the proposed construction; environmental approvals, consents and authorizations from the NJDEP and any other applicable agencies; sewerage capacity approvals, utilities-related permits and any and all other necessary permits, licenses, consents and approvals.

“Governmental Body” means any federal, State, county or local agency, department, commission, authority, court or tribunal and any designee or successor thereto, exercising executive, legislative, judicial or administrative functions of or pertaining to government, including without limitation, the Township and State.

“Infrastructure Improvements” shall mean the preparation and installation on, in, under and to the Property of any on-site or off-site infrastructure required by the Planning Board as a condition of land use approvals, if any.

“Minority” shall mean a person who is a citizen or lawful permanent resident of the United States and who is either one or a combination of: (i) African American (a

person having origins in any of the black racial groups of Africa), (ii) Alaskan Native and/or American Indian (a person having origins in any of the original peoples of North America), (iii) Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, Hawaii or the Pacific Islands), (iv) Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race), or (v) Female (a person of the female gender).

“Minority Business Enterprise” shall mean a sole proprietorship where the sole proprietor is a minority person; or a business corporation where fifty-one (51%) percent of the interest in such corporation is beneficially owned by minority persons and minority persons occupy the majority of management and board positions and control all decisions concerning the entity; or a partnership where fifty-one (51%) percent of the partnership interest in such partnership is beneficially owned by minority persons and minority persons occupy the majority of management and partnership positions and control all decisions concerning the entity; and which is certified as a bona fide minority business enterprise by a certifying agency designated by the Township such as, but not limited to, the New Jersey Department of Community Affairs.

“Municipal Land Use Law” shall mean *N.J.S.A. 40:55D-1 et seq.*

“NJDEP” shall mean the New Jersey Department of Environmental Protection.

“Notice” shall be as defined in Section 7.03.

“Person” shall mean any individual, sole proprietorship, corporation, partnership, joint venture, limited liability company or partnership, trust, unincorporated association, institution, public or Governmental Body or any other entity.

“Plans” shall mean the plans, including site plans, building floor plans, building elevations, architectural renderings for the Project or any portion thereof. “Plans” shall include, but shall not be limited to, the minimum requirements of Applicable Laws or the Redevelopment Plan depending on the context of its use in this Agreement.

“Project” shall be as defined in the recitals hereto. The Project shall encompass the redevelopment of the Property in compliance with the terms and conditions set forth in the Redevelopment Plan, Applicable Laws, Government Approvals and this Agreement.

“Project Costs” shall be as defined in Section 4.07(a).

“Project Improvements” means all buildings, structures, improvements and amenities for the Commencement and Completion of the Project, and any additional work incidental thereto and/or such work as maybe required in connection with permits and approvals, including Infrastructure Improvements, if any, all of which shall be consistent with the Redevelopment Plan and any approved site plan.

“State” shall mean the State of New Jersey.

“Termination Notice” shall be as defined in Section 5.02.

“Township Costs” shall be as defined in Section 4.07(b).

“Uniform Construction Code” shall mean Chapter 23 of Title 5 of the New Jersey Administrative Code

“Women's Business Enterprise” shall mean a sole proprietorship where the sole proprietor is a woman; a business corporation where fifty-one (51%) percent of the interest in such corporation is beneficially owned by women and women occupy the majority of management and board positions and control all decisions concerning the entity; or a partnership where fifty-one (51%) percent of the partnership interest in such partnership is beneficially owned by women and women occupy the majority of management and partnership positions and control all decisions concerning the entity; and which is certified as a bona fide women's business enterprise by a certifying agency designated by the Township such as, but not limited to, the New Jersey Department of Community Affairs.

Section 1.3 Interpretations And Construction. In this Agreement, unless the context otherwise requires:

(a) The terms “hereby”, “hereof”, “hereto”, “herein”, “hereunder” and any similar terms, as used in this Agreement, refer to this Agreement, and the term “hereafter” means after, and the term “heretofore” means before the Effective Date.

(b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

(c) Unless otherwise noted, the terms “include,” “includes” and “including” when used in this Agreement shall be deemed to be followed by the phrase “without limitation.”

(d) The terms “agree,” “agreements,” “approval” and “consent” when used in this Agreement shall be deemed to be followed by the phrase “which shall not be unreasonably withheld, conditioned or unduly delayed,” except or unless the context or the express terms of this Agreement may otherwise provide, specify or dictate.

(e) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect. Any references to Articles and Sections in this Agreement shall be deemed to be references to the Articles and Sections in this Agreement except or unless the context or express terms of this Agreement may otherwise provide, specify or dictate.

(f) Unless otherwise indicated, all approvals, consents and acceptances

required to be given or made by any person or party hereunder shall not be unreasonably withheld, conditioned, or delayed.

(g) All notices to be given hereunder and responses thereto shall be given, unless a certain number of days is specified, within a reasonable time, which shall not be less than ten (10) days nor more than thirty (30) days, unless the context dictates otherwise.

(h) All exhibits referred to in this Agreement and attached hereto are incorporated herein and made part hereof.

(i) Each right or obligation of a Party to review or approve any actions, plans, specifications, or other obligations hereunder shall be made by a person with legal authority to conduct such review or grant such approvals. Any review contemplated by this Agreement shall be made in a prompt and timely manner.

(j) Unless otherwise indicated, any “costs, fees and expenses” shall be required to be actual, out of pocket, necessary, customary and reasonable.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES

Section 2.01 Representations and Warranties of the Township. The Township hereby makes the following representations and warranties:

(a) The Redevelopment Plan and the designation of the Rehabilitation Area have been duly adopted in compliance with all Applicable Laws and are currently in full force and effect.

(b) The Township is a municipal corporation, duly organized and existing under the laws of the State, that has the legal power, right and authority pursuant to the Redevelopment Law to enter into this Agreement and the instruments and documents referenced herein to which the Township is a party, to consummate the transactions contemplated hereby, to take any steps or actions contemplated hereby, and to perform its obligations hereunder and has duly executed this Agreement.

(c) All requisite action has been taken by the Township and all requisite consents have been obtained in connection with entering into this Agreement and the instruments and documents referenced herein to which the Township is a party, and the consummation of the transaction contemplated hereby are, to the best of the Township's knowledge and belief, authorized by all Applicable Laws. To the best knowledge of the Township there are no writs, injunctions, orders or decrees of any court or governmental body that would be violated by the Township entering into or performing its obligations under this Agreement.

(d) This Agreement has been duly executed by the Township, and is valid and legally binding upon the Township and enforceable in accordance with its terms on the basis of laws presently in effect and the execution and delivery thereof shall not, with due effect and the execution and delivery thereof shall not, with due notice or the passage of time, constitute a default under or violate the terms of any indenture, agreement or other instrument to which the Township is a party.

(e) The Township represents that to the best of its knowledge and belief, after diligent inquiry, there is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which questions the validity of the Redevelopment Plan or this Agreement or any action or act taken or to be taken by the Township pursuant to the Redevelopment Plan or Agreement.

(f) The use(s) of the Property, as contemplated by this Agreement, are authorized by the Redevelopment Law, Applicable Laws and the Redevelopment Plan.

Section 2.02 Representations and Warranties of Redeveloper. Redeveloper hereby makes the following representations and warranties:

(a) Redeveloper has the legal right, power and authority to enter into this Agreement and the instruments and documents referenced herein to which Redeveloper is party, to consummate transactions contemplated hereby, to take any steps or actions contemplated hereby, and to perform the obligations hereunder.

(b) This Agreement constitutes a valid and legally binding obligation of Redeveloper, enforceable against the Redeveloper in accordance with its terms.

(c) No receiver, liquidator, custodian or trustee of Redeveloper shall have been appointed as of the Effective Date, and no petition to reorganize Redeveloper pursuant to the United States Bankruptcy Code or any similar statute that is applicable to Redeveloper shall have been filed as of the Effective Date.

(d) No adjudication of bankruptcy of the Redeveloper or a filing for voluntary bankruptcy by Redeveloper under the provisions of the United States Bankruptcy Code, 11 U.S.C. §101 *et seq.* or any other similar statute that is applicable to the Redeveloper shall have been filed.

(e) Redeveloper has received no written notice asserting any noncompliance in any material respect by Redeveloper with applicable statutes, rules and regulations of the United States, the State or of any agency having jurisdiction over and with respect to the transactions contemplated in and by this Agreement, which would have a material adverse effect on Redeveloper's ability to perform its obligations in

connection with this Agreement. Redeveloper is not in default with respect to any judgment, order, injunction or decree of any court, administrative agency, or other Governmental Body which is in any respect material to the transactions contemplated hereby. Redeveloper is not delinquent with respect to any taxes, payments in lieu of tax, service charge, or similar obligations owed to the Township for any property situated in the Township.

(f) To the best of Redeveloper's knowledge and belief, after diligent inquiry, there is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which (i) questions the validity of this Agreement or any action or act taken or to be taken by Redeveloper pursuant to this Agreement; or (ii) is likely to result in a material adverse change in Redeveloper's property, assets, liabilities or condition which will materially and substantially impair its ability to perform pursuant to the terms of this Agreement.

(g) Redeveloper's execution and delivery of this Agreement and its performance hereunder will not constitute a violation of any operating, partnership, shareholder and/or similar agreement of Redeveloper or of any agreement, mortgage, indenture, instrument or judgment, to which Redeveloper is a party.

(h) Redeveloper is financially and technically capable of developing, designing, financing, constructing, operating, and maintaining the Project, in conformance with the requirements of this Agreement, the Redevelopment Plan, Governmental Approvals and Applicable Laws.

(i) Redeveloper has not been convicted in a criminal proceeding, and is not a named subject in a pending criminal proceeding, (excluding traffic violations or other similar minor offenses), and, to the best of the knowledge and belief of Redeveloper, is not a target of a criminal investigation.

(j) Redeveloper is not, directly or beneficially, a party to or beneficiary of any contract or agreement with the Township which has been terminated due to a default by such individual, partnership or entity or which is currently the subject of a dispute in which the Township alleges such default, nor is such individual, partnership or entity an adverse party in any currently pending litigation involving the Township.

(k) Redeveloper has not violated any Township, State or federal ethics law and entering into this Agreement will not cause any such violation or result in a conflict of interest.

(l) To the best of Redeveloper's knowledge and belief, after diligent inquiry, all information and statements included in any information

submitted to the Township and its agents, including but not limited to, McManimon, Scotland & Baumann, LLC, are true and correct in all respects. Redeveloper acknowledges that the facts and representations contained in the information, submitted by Redeveloper are a material factor in the decision of the Township to enter into this Agreement.

ARTICLE 3

COVENANTS AND RESTRICTIONS

Section 3.01 Covenants and Restrictions. Redeveloper agrees to record the Declaration of Restrictions in the office of the Essex County Register on the Property immediately following the Effective Date.

Section 3.02 Description of Covenants. The covenants to be imposed upon Redeveloper, its successors and assigns, and recorded in the form of a Declaration of Covenants and Restrictions Exhibit B, shall set forth that the Redeveloper and its successors and assigns covenant and agree that:

(a) Redeveloper shall develop, finance, construct, operate and maintain the Project on the Property in accordance with Applicable Laws, Government Approvals, the Redevelopment Plan, and this Agreement including the obligation to use commercially reasonable efforts to meet all deadlines and timeframes set forth in this Agreement.

(b) Redeveloper shall not sell, lease or otherwise transfer all or any portion of the Property without the written consent of the Township, provided however that a Certificate of Occupancy shall constitute written approval for the sale or lease of a residential unit or retail space for which such Certificate of Occupancy has been issued.

(c) Redeveloper shall, in connection with its use or occupancy of the Project, not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Property is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status, and Redeveloper, its successors and assigns, shall comply with all Applicable Laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status.

(d) Redeveloper shall, upon Completion of Construction, obtain all Government Approvals required authorizing the occupancy and uses of the Property for the purposes contemplated hereby.

(e) Redeveloper shall cause the Project to be developed, financed, constructed, operated and maintained at its sole cost and expense.

(f) Redeveloper shall not encumber, hypothecate or otherwise use the Property, or any part thereof as collateral for any transaction unrelated to the Project.

(g) Redeveloper will promptly pay the Township Costs upon execution of this Agreement and any and all taxes, service charges or similar obligations when owed to the Township with respect to any property situated in the Township.

Section 3.03. Effect and Duration of Covenants. It is intended and agreed that the covenants and restrictions set forth in in this Article 3 shall be covenants running with the land and be referenced in any deeds, leases, or other documents of conveyance for the Property. All covenants in Section 3.02, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, shall be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by the Township and its successors and assigns, and any successor in interest to the Property, or any part thereof, against Redeveloper, its successors and assigns and every successor in interest therein, and any party in possession or occupancy of the Property or any part thereof.

The covenants and restrictions contained in this Article 3 shall cease and terminate upon issuance of the Certificate of Completion for the Project, provided however, that the covenant in Section 3.02(c) shall remain in effect without limitation as to time. Upon Completion of the Project, the conditions that were found and determined to exist at the time the Redevelopment Area was determined to be in need of redevelopment shall be deemed to no longer exist and the conditions and requirements of *N.J.S.A. 40A:12A-9* shall be deemed to have been satisfied with respect to the Project.

Section 3.04. Enforcement by Township. In amplification, and not in restriction of the provisions of this Article 3, it is intended and agreed that the Township and its successors and assigns shall be deemed beneficiaries of the agreements and covenants set forth in Section 3.02 both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants shall run in favor of the Township for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Township has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate.

ARTICLE 4

PROJECT DETAILS

Section 4.01 General Scope of Project. It is understood and agreed by and between the parties that Redeveloper has the right to undertake the redevelopment of the Project on the Property consistent with the terms of Applicable Laws, Government Approvals, the Redevelopment Plan, and this Agreement. All activities performed under this Agreement shall be provided in accordance with the level of skill and care ordinarily exercised by developers of first class developments of the nature of the Project.

Section 4.02 Description of Project. Redeveloper agrees, at its sole cost and expense, to Commence and Complete the construction of the Project

Section 4.03 Redeveloper Deadline: Governmental Approvals, Commencement of Construction and Completion of Construction. The Project Schedule shall control the Commencement, progress, and Completion of the Project. Redeveloper shall use commercially reasonable efforts, subject to obtaining Governmental Approvals, to Commence Construction no later than the date set forth in the Project Schedule.

(a) Redeveloper shall use all diligent effort to Complete the Project in accordance with the Project Schedule.

(b) Project Schedule. The Redeveloper shall:

- a. use commercially reasonable efforts to obtain all final and non-appealable Governmental Approvals required to Commence Construction of the Project within six (6) months of the Effective Date;
- b. use commercially reasonable efforts to Commence Construction of the Project within 30 days after the issuance of a Building Permit for the Project; and
- c. use commercially reasonable efforts to Complete Construction of the Project on or before twelve (12) months of the Commencement of Construction of the Project.

(c) Should Redeveloper fail to adhere to the Project Schedule for any reason or determines that it will fail to meet the deadlines under the Project Schedule for any reason, Redeveloper shall promptly provide written notice to the Township stating: (i) the reason for the failure or anticipated failure to meet the Project Schedule, (ii) Redeveloper's proposed method for correcting such failure, (iii) Redeveloper's proposal for revising the Project Schedule and (iv) the method or methods by which Redeveloper proposes to achieve subsequent tasks by the relevant Project Schedule deadlines. In such event the Township may, in its sole but reasonable discretion, consent to the modification of the Project Schedule. If the Township does not so consent and Redeveloper fails to meet the Project Schedule, then Redeveloper shall be in default hereunder.

Section 4.04. Certificates of Occupancy and Certificates of Completion.

(a) Upon Completion of Construction pursuant to Section 4.02, Redeveloper shall apply to the appropriate governmental officer or body for a Certificate of Occupancy. The date when Redeveloper has achieved the Completion of the Project (the "**Completion Date**") shall be the date Redeveloper has obtained a Certificate of Occupancy for all of the Project Improvements.

(b) Following the issuance of all of the Certificates of Occupancy and the satisfaction of the terms and conditions of this Agreement, the Township agrees to issue a Certificate of Completion. The Certificate of Completion shall constitute a recordable conclusive determination of the satisfaction and termination of the agreements and covenants with respect to the Project in this Agreement and the Redevelopment Plan with respect to the obligations of Redeveloper to construct the Project within the dates for completion of same. Within 30 days after written request by Redeveloper, the Township shall provide Redeveloper with the Certificate of Completion or a written statement setting forth in detail the reasons why it believes that Redeveloper has failed to complete the Project in accordance with the provisions of this Agreement or is otherwise in default under this or any other applicable agreement and what reasonable measures or acts will be necessary in the reasonable opinion of the Township in order for Redeveloper to be entitled to the Certificate of Completion.

Section 4.05 Prohibition against Suspension, Discontinuance or Termination. Redeveloper shall not suspend or discontinue its performance of its obligations under this Agreement or terminate this Agreement (other than in the manner provided for herein) for any reason except to the extent permitted by Section 5.03 and/or Section 7.05(b), and then only to the extent and for the period of time permitted by Section 5.03 and/or Section 7.05(b).

Notwithstanding the foregoing, in the event that the Redeveloper encounters unforeseen environmental contamination or geotechnical conditions during development of the Project and the cost to remediate such unforeseen environmental contamination and/or geotechnical conditions would cause the Project to become not economically viable, then in such event the Redeveloper may terminate this Agreement provided that the Redeveloper has consulted with and obtained the agreement of the Township to termination, which agreement to such termination shall not be unreasonably withheld.

Section 4.06 Infrastructure Improvements. Redeveloper will design and construct any Infrastructure Improvements in a good and workmanlike manner and materially in accordance with all Applicable Laws, as applicable. Redeveloper acknowledges the presence of certain existing utility structures, including but not limited to electric power transmission lines, sewer transmission conduits or pipes, water lines or pipes, storm sewers, telephone transmission lines, television cable lines and other utilities, and agrees to undertake the appropriate measures to negotiate with, acquire, relocate or otherwise address the existence of these utilities and easements therefor, in order to complete the Project as provided by this Redevelopment Agreement. Site plan approval may be conditioned upon other on-site and off-site improvements specific to the Project, consistent with the authority of the Planning Board and consistent with the Land Use Law. The Township makes no representation that the necessary infrastructure to support the Project exists at the Site; any infrastructure needed is to be constructed at Redeveloper's sole cost and expense.

Section 4.07 First Source Employment. Redeveloper agrees to employ, and shall require in each of its contracts with contractors that they and their subcontractors must employ, residents of the Township or employees of a Minority Business Enterprises or Women's Business Enterprise in the construction of the Project, and in the operation and maintenance of the Project following Completion of Construction for so long as this Financial Agreement remains in effect with respect to the Project. Thirty (30%) percent of billable construction laborer, administrative, janitorial, landscaping and clerical hours associated with the Project shall be provided by Township residents or by employees of Minority Business Enterprises and Women's Business Enterprises, consistent with market wages to the extent that there are qualified workers with appropriate job skills to fill available jobs. The Township shall designate a Township official to oversee and monitor the Redeveloper's compliance with these First Source Employment requirements and affirmative action requirements, at no cost to the Redeveloper. The Redeveloper will engage in and cooperate with efforts to recruit Township residents for all employment opportunities in connection with the Project, including participation in Township job fairs and utilization of a central employment registry, if the Township maintains such a registry. The Township and Redeveloper shall develop a procedure for the recruitment and placement of Township residents that allows the Redeveloper (as well as its contractors and subcontractors) to abide by the First Source Employment requirements without causing undue delay to the Project. The Redeveloper agrees to meet periodically with the Township's designee at the designee's request, to discuss the status of the Redeveloper's employment efforts and compliance with the requirements of this Section 4.06. All contracts entered into by the Redeveloper for the construction of the Project shall contain appropriate language to effectuate this provision and the Redeveloper covenants to enforce its contracts with its contractors and subcontractors, if such parties are not in compliance with the requirements of this Section 4.06.

(a) Reporting and Enforcement.

(i) The Redeveloper shall submit monthly reports during construction and quarterly reports following Completion of Construction regarding compliance with this Section as the Township may reasonably require.

(ii) Reports submitted by the Redeveloper shall include names, addresses, ethnic origin of those who apply and are interviewed for employment including those denied employment. Reports should also include businesses hired, recruitment efforts including advertisements and letters to community groups advising them of employment and business opportunities.

(iii) The Redeveloper covenants to enforce its contracts with its contractors and subcontractors if such parties are not in compliance with this Section.

(iv) The penalties for non-compliance with this Section shall be as set forth in the Code of the Township.

Section 4.07 Redeveloper Financial Commitment. Redeveloper represents and warrants it will commit the requisite equity and debt financing in an amount necessary to Complete the Project.

(a) Project Costs. All costs of implementing and Completing the Project, including but not limited to the cost of obtaining all Governmental Approvals, the cost of designing and constructing all Project Improvements, all financing costs, all marketing and leasing costs for the Project, (collectively, the “**Project Costs**”) shall be borne by Redeveloper. Unless otherwise specifically set forth herein, the Township shall not be responsible for any costs associated with the Project

(b) Township Costs. The Redeveloper agrees that it will reimburse the Township for all Township Costs in accordance with the terms hereof. Redeveloper agrees to provide funding for all reasonable and necessary out of pocket costs actually incurred by the Township in connection with the Project (the “**Township Costs**”). Township Costs shall not include charges for services performed in the ordinary course of employment by Township employees. This Agreement supersedes any and all prior funding arrangements with the Township as to such matters, if applicable.

(c) Escrow Account. Redeveloper represents that it will make timely payment or reimbursement to the Township of the Township Costs. Redeveloper shall fund an escrow account (the “**Escrow Account**”) with an initial balance of TWO THOUSAND, FIVE HUNDRED DOLLARS (\$2,500.00) and will pay (i) all prior outstanding Township Costs, including any reasonable out of pocket costs incurred by the Township prior to the Effective Date; and (ii) all current and future Township Costs. If, when, and as often as may occur that the escrow account is drawn down to ONE THOUSAND DOLLARS (\$1,000.00), then Redeveloper, upon the Township’s written request, shall within ten (10) business days thereafter provide to the Township deposit funds sufficient to replenish the escrow account to the amount of TWO THOUSAND, FIVE HUNDRED DOLLARS (\$2,500.00) for use in accordance with these terms, unless such time period shall be extended for good reason by the Township in its sole discretion. Funds in the Escrow Account will be applied to the payment or reimbursement of the Township Costs as provided in this Redevelopment Agreement. Funds in the Escrow Account will be applied to the payment or reimbursement of the Township Costs as provided in this Redevelopment Agreement, including costs that were incurred prior to the date hereof in accordance with the terms of this Section 4.07. At least ten (10) days prior to making any disbursement from the Escrow Account, written notice of the proposed disbursement shall be mailed to the Redeveloper, setting forth: (a) the amount of the disbursement; (b) the name of the person, company or entity designated to receive payment; and (c) a description, in reasonable detail, of the particular cost to be paid or reimbursed in accordance with this Redevelopment Agreement (including hours worked and billing rates). If the Redeveloper does not object to such disbursement within ten (10) days of receipt of such notice, the Redeveloper will be deemed to have acquiesced to the same. As of the Completion Date, as evidenced by the issuance of the Certificate of Completion, or upon termination of this Redevelopment Agreement, any money remaining in the Escrow Account shall be disbursed to the Redeveloper within sixty (60) days after issuance of the Certificate of Completion or the termination of this

Redevelopment Agreement, except that the Township may retain, for not more than sixty (60) days after the issuance of the Certificate of Completion or the termination date, an amount sufficient to cover unpaid expenses. The terms of this Section 4.07 shall survive the issuance of the Certificate of Completion or termination of this Redevelopment Agreement for such sixty (60) day period.

The Parties previously executed an escrow agreement dated _____, 2017 (the “**Escrow Agreement**”), which established an escrow account to pay Township Costs prior to the date of this Agreement. To the extent there is any balance in that escrow account as of the date hereof, such balance shall be transferred to the Escrow Account and shall be credited against the initial required balance set forth above. To the extent there is a deficiency in that escrow account to pay for such costs incurred prior to the date of this Agreement that are required to be paid in accordance with the terms of the Escrow Agreement, then such costs shall be paid from the funds in the Escrow Account in accordance with the terms hereof. The Escrow Agreement is hereby terminated. This Agreement supersedes any and all prior funding arrangements with the Township as to such matters, if applicable.

ARTICLE 5

EVENTS OF DEFAULT; TERMINATION

Section 5.01. Events of Default. Any one or more of the following shall constitute an “**Event of Default**” hereunder, subject to Force Majeure extension as provided in Section 5.03:

(a) Failure of Redeveloper to observe or perform any covenant, condition, representation, warranty or agreement hereunder and any other failure, act or omission by Redeveloper designated elsewhere in this Agreement as a “Default” or a “default”, and except as otherwise specified below the continuance of such Default for a period of thirty (30) days after Notice from the Township specifying the nature of such Default and requesting that such Default be remedied; *provided, however*, if the Default is one that cannot be completely remedied within thirty (30) days after such Notice, it shall not be an Event of Default as long as Redeveloper is proceeding in good faith and with due diligence to remedy the same as soon as practicable, but in no event later than ninety (90) days after such Notice unless this Agreement specifically provides otherwise.

(b) Redeveloper’s failure or refusal to make any payment or deposit of funds required hereunder as and when required.

(c) (i) Redeveloper shall have applied for or consented to the appointment of a custodian, receiver, trustee or liquidator of all or a substantial part of its assets; (ii) a custodian shall have been legally appointed with or without consent of Redeveloper; (iii) Redeveloper, (1) has made a general assignment for the benefit of creditors, or (2) has filed a voluntary petition in bankruptcy or a petition or an answer

seeking an arrangement with creditors or has taken advantage of any insolvency law; or (iv) Redeveloper shall have suspended the transaction of its usual business.

(d) Redeveloper (i) fails to perform its obligations with respect to implementation of the Project in accordance with this Agreement, including but not limited to failure to Commence Construction or Complete Construction in accordance with this Agreement; or (ii) abandons the Project or substantially suspends construction work without the prior knowledge and consent of the Township.

(e) Redeveloper's failure to pay or delinquency in the payment of real property taxes or assessments, which failure or delinquency is not cured within thirty (30) days of Notice by the Township.

(f) Cancellation or termination by reason of any act or omission of Redeveloper of any insurance policy, performance or completion, letter of credit, guaranty or other surety required hereunder to be provided by Redeveloper for the benefit of the Township, immediately upon cancellation or termination thereof if not replaced with no resulting gaps in coverage.

Section 5.02. Remedies Upon Event of Default. Whenever any Event of Default of Redeveloper shall have occurred, the Township may, on written notice to Redeveloper (a "**Termination Notice**") terminate this Agreement and Redeveloper's designation as Redeveloper hereunder, and take whatever other action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of Redeveloper under this Agreement.

Section 5.03. Force Majeure Extension. For the purposes of this Agreement, neither the Township nor Redeveloper shall be considered in breach or in default with respect to its obligations hereunder because of a delay in performance arising from a Force Majeure Event. It is the purpose and intent of this provision that in the event of the occurrence of any such delay, the time or times for performance of the obligations of the Township or Redeveloper shall be extended for the period of the delay; *provided, however*, that such delay is actually caused by or results from the Force Majeure Event. The time for completion of any specified obligation hereunder shall be tolled for a period of time up to but not exceeding the period of delay resulting from the occurrence of a Force Majeure Event.

Section 5.04 No Waiver. Except as otherwise expressly provided in this Agreement, any failure or delay by the Township in asserting any of its rights or remedies as to any default by Redeveloper, shall not operate as a waiver of such default, or of any such rights or remedies, or to deprive the Township of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

Section 5.05 Remedies Cumulative. No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy

given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

Section 5.06 Termination Rights Related to Litigation. If third party litigation is commenced challenging the validity of (i) the designation of the Rehabilitation Area, (ii) the Redevelopment Plan, or (iii) execution of this Agreement by the Township, the commencement of such litigation shall be a Force Majeure Event effective as of the date of the filing of the summons and complaint if Redeveloper invokes the Force Majeure provisions this Agreement; *provided, however*, that (a) if such litigation is finally determined in favor of the plaintiff with no further opportunity for appeal, then either Party may terminate this Agreement by written notice to the other, and (b) if such litigation is not finally determined (inclusive of the expiration of any applicable appeal period) but the Force Majeure Extension has been in effect for at least eighteen (18) months from the date the complaint was filed, either Party may elect to terminate this Agreement.

ARTICLE 6

INSURANCE

Section 6.01 General Requirements. From and after the date of execution of this Agreement, Redeveloper shall provide and maintain, or cause to be maintained, insurance for the Property in the Rehabilitation Area as provided below until a Certificate of Completion has been issued with regard to the Project.

Redeveloper shall furnish the Township with satisfactory proof that it has obtained the insurance described below from insurance companies or underwriters reasonably satisfactory to the Township. The Township shall be named as an additional insured party under all such insurance policies, except the insurance for workers compensation. Redeveloper shall furnish to the Township certificates for the following types of insurance showing the type, amount, and class of operations insured, and the effective and expiration dates of the policies. The certificates shall be submitted promptly upon execution of this Redevelopment Agreement and Redeveloper shall not be entitled to exercise any rights hereunder until the certificate has been received and verified. Specific reference to this Redevelopment Agreement shall be made in all policies.

Section 6.02 Insurance Required.

- (a) (i) All insurance policies required by this Article 6 shall be obtained from insurance companies licensed to conduct business in the State and rated at least A- in Best's Insurance Guide.
- (ii) All insurance policies required by this Article 6 shall be non-assessable and shall contain language to the effect that (1) the policies are primary and noncontributing with any insurance that may be carried by the Township, (2)

to the extent available, that the policies cannot be canceled or materially changed except after thirty (30) days written notice by the insurer to the Township, and (3) the Township shall not be liable for any premiums or assessments. All such insurance shall have commercially reasonable deductibility limits. Redeveloper shall be responsible for paying any deductible amount under all insurance policies.

(b) Redeveloper shall furnish or cause to be furnished to the Township evidence satisfactory to the Township of Commercial General Liability Insurance, and Umbrella Excess Liability Coverage, insuring Redeveloper against losses, costs, liabilities, claims, causes of action and damages for bodily injury, property damage and personal injury on the Property in the Rehabilitation Area, or related to the construction thereon, including claims made by subcontractor personnel, in an amount consistent with the size of the Project. Such insurance shall include blanket contractual liability coverage. All such policies shall be written to apply to all bodily injury, property damage, personal injury and other customary covered losses, however occasioned, occurring during the policy term, and shall be endorsed to add the Township as an additional insured and to provide that such coverage shall be primary. Such coverage shall be endorsed to waive the insurer's rights of subrogation against the Township.

(c) Redeveloper shall furnish or cause to be furnished to the Township evidence satisfactory to the Township of Builder's Risk Insurance for the benefit of Redeveloper (subject to the interests of any lender), during the term of construction, sufficient to protect against loss or damage resulting from fire and lightning, the standard extended coverage perils, vandalism, and malicious mischief.

(d) Redeveloper shall furnish or cause to be furnished to the Township evidence satisfactory to the Township that any contractor with whom it has contracted for the construction of the Project carries workers' compensation insurance as required by law, and an employer's liability insurance endorsement with customary limits, which shall be endorsed with a waiver of subrogation clause for the Township.

(e) Redeveloper shall furnish or cause to be furnished to the Township evidence reasonably satisfactory to the Township that any consultant with whom it has contracted for the design of the Project carries errors and omissions insurance, naming the Township as an additional insured, with limits reasonably acceptable to the Township.

Section 6.03 Other Insurance. To the extent required by any Project tenant, or that Redeveloper obtains financing for the Project and such lender requires that Redeveloper obtain insurance for the Project, such insurance obtained by Redeveloper as a condition of the financing shall be deemed to satisfy the above requirements of this Article 6 so long as the Township is named as additional insured as its interests appear under such policies, with limits reasonably acceptable to the Township.

ARTICLE 7

MISCELLANEOUS

Section 7.01 No Consideration For Agreement. Redeveloper warrants it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement, other than normal costs of conducting business and costs of professional services such as architects, engineers, financial consultants and attorneys. Redeveloper further warrants it has not paid or incurred any obligation to pay any officer or official of the Township, any money or other consideration for or in connection with this Agreement.

Section 7.02 Non-Liability of Officials and Employees of the Township and Redeveloper. No member, official or employee of the Township shall be personally liable to Redeveloper, or any successor in interest, in the event of any default or breach by the Township, or for any amount which may become due to Redeveloper or its successor, or on any obligation under the terms of this Agreement.

Section 7.03 Notices. Formal notices, demands and communications (“**Notice**”) between the Township and Redeveloper shall be deemed given if dispatched to the address set forth below by registered or certified mail, postage prepaid, return receipt requested, or by a commercial overnight delivery service with packaging tracking capability and for which proof of delivery is available. In this case such notice is deemed effective upon delivery. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by written Notice.

Copies of all notices, demands and communications shall be sent as follows:

To Township: Township of Irvington
Attn: Musa A. Malik, Esq., Business Administrator
1 Civic Square
Irvington, New Jersey 07111

With copies to: Township of Irvington
Attn: Kyana Woolridge, Esq., Director
Department of Community Development
660 Stuyvesant Avenue
Irvington, New Jersey 07111

and

McManimon, Scotland & Baumann, LLC
Attn: Glenn Scotland, Esq.
75 Livingston Avenue, Second Floor
Roseland, New Jersey 07068

To Redeveloper: Janet Salazar
1374 Springfield Ave
Irvington, New Jersey 07111

With copies to: Vanderbilt & Siegel
Attn: Alan A. Siegel, Esq.
331 Main Street
Chatham, New Jersey 07928
Phone: (973) 635-1200
Fax: (973) 635-2865

Section 7.04 Indemnification. Redeveloper, for itself and its successors and assigns, covenants and agrees, at its sole cost and expense to indemnify, defend and hold harmless the Township, its governing body, their respective officers, employees, agents, attorneys and consultants, representatives and employees, agents, attorneys and consultants, representatives and employees and respective successors and assigns from any third party claims, liabilities, losses, costs, damages, penalties and expenses (including reasonable attorney's fees) resulting from or in connection with (i) any breach by Redeveloper or its agents, employees or consultants, of Redeveloper's obligations under this Agreement, or (ii) the acts or omissions of Redeveloper or of Redeveloper's agents, employees, or consultants in connection with the development, financing, design, construction, operation, or maintenance of the Project, provided, however, that no indemnification shall be required pursuant to this Section 7.04 in the event that the indemnification otherwise due pursuant to this Section 7.04 is attributable to the gross negligence of the Township.

Section 7.05 Contingency for Approvals of Project, Government Approvals and/or Building Permits. In addition to all other portions of this Agreement, Redeveloper's obligation to proceed under this Agreement is expressly contingent upon receipt of project approval.

(a) Approvals. Redeveloper's final obligation to proceed under this Agreement is contingent upon the ability of Redeveloper to: (i) obtain the Township's full and final approval of the Project for the subject Property; and (ii) obtain all required final Governmental Approvals which are necessary to develop the Property. This shall include all final and non-appealable contractual arrangements, approvals, licenses, agreements, permits and authorizations required for the lawful use, construction, ingress and egress, drainage, utilities, sewer and water capacity, parking and signage necessary by Redeveloper to develop the Property in the configuration and design set forth by Redeveloper in its Plans and applications. Notwithstanding the forgoing, if such approvals set forth in this Section 7.05(a) are not obtained by [DATE] the Township may, in its sole discretion, terminate this Agreement.

(b) Approval Period Extension. During the process of construction, provided

Redeveloper has submitted applications for various Building Permits and any other required Government Approvals necessary from the Township pursuant to the approved Plans; and is diligently pursuing same and they are delayed through no fault of Redeveloper, Redeveloper, upon written notice to Township ("Extension Notice"), shall be entitled to one (1) automatic extension comprised of a maximum period of ninety (90) days in order to complete the process necessary to achieve a Certificate of Completion and Certificate of Occupancy.

Section 7.06 Modification of Agreement. No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing, duly authorized, and signed by Redeveloper and the Township.

Section 7.07 Exhibits. Any and all Exhibits annexed to this Agreement are hereby made a part of this Agreement by this reference thereto.

Section 7.08 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior oral and written agreements between the parties with respect to the subject matter hereof.

Section 7.09 Severability. The validity of any Articles and Section, clause or provision of this Agreement shall not affect the validity of the remaining Articles and Section, clauses or provisions hereof.

Section 7.10 Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and upon each party's successors and assigns.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be properly executed and their corporate seals affixed and attested as of the date first written above.

Attest:

TOWNSHIP OF IRVINGTON

By: _____
Tony Vauss, Mayor

Witness:

JANET SALAZAR

By: _____
Name: Janet Salazar
Title:

LIST OF EXHIBITS

- A. REDEVELOPER APPLICATION
- B. FORM OF DECLARATION OF COVENANTS AND RESTRICTIONS

EXHIBIT A

REDEVELOPER APPLICATION

EXHIBIT B

FORM OF DECLARATION OF COVENANTS AND RESTRICTIONS

Adopted

Cox – Hudley 26. Authorizing the Execution of an Escrow and Funding Agreement With Springfield Avenue Redevelopment, LLC for 16 – 22nd Street, 18 - 22nd Street, 397 – 21st Street and 734 Springfield Avenue, Block 137, Lots 4, 5, 26 and 29

**RESOLUTION OF THE TOWNSHIP OF IRVINGTON
AUTHORIZING THE EXECUTION OF AN ESCROW AND
FUNDING AGREEMENT WITH SPRINGFIELD AVENUE
REDEVELOPMENT LLC**

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “**Redevelopment Law**”) authorizes municipalities to determine whether certain parcels of land located therein constitute areas in need of redevelopment or rehabilitation and to create redevelopment plans which provide development controls for any area so designated; and

WHEREAS, on August 13, 2002, in accordance with the Redevelopment Law, the Municipal Council of the Township (the “**Township Council**”) designated certain properties within its borders as “area in need of redevelopment” (the “**Redevelopment Area**”); and

WHEREAS, the Township Council duly adopted the East Ward/East Springfield Avenue Redevelopment Plan for the Redevelopment Area (the “**Redevelopment Plan**”) pursuant to N.J.S.A. 40A:12A-7 of the Redevelopment Law and in accordance with the procedures set forth therein; and

WHEREAS, to realize the redevelopment of Redevelopment Area, the Township determined to exercise the powers of redevelopment and serve as the “redevelopment entity” responsible for carrying out redevelopment projects in the Redevelopment Area in accordance with the Redevelopment Law; and

WHEREAS, Springfield Avenue Redevelopment LLC (the “**Company**”) is the owner of certain property within the Redevelopment Area identified as Block 137, Lots 4, 5, 26 and 29 on the tax map of the Township, and commonly known as 16 22nd Street, 18 22nd Street, 397 21st Street and 734 Springfield Avenue, respectively (the “**Property**”); and

WHEREAS, the Company proposes to explore the acquisition of one or more lots adjacent to the Property (together with Property, the “**Project Area**”) and to undertake within the Project Area, the design, development, financing and construction of a WaWa Convenience Store, Food Market, & Fuel Station (the “**Project**”); and

WHEREAS, the Company and the Township, in its capacity as redevelopment entity, intend to negotiate agreements (each, an “**Agreement**”) to provide for the redevelopment of the Project Area; and

WHEREAS, the Company intends to pursue pre-development activities including but not limited to, the appraisal of the property constituting the Project Area, the assemblage of the Project Area and the negotiation of any associated agreements with respect to the acquisition and redevelopment of the Project Area (collectively, the “**Pre-Development Activities**”); and

WHEREAS, the Company has agreed to bear the Township’s costs with respect to Pre-Development Activities, which costs shall include (but are not limited to) the out-of-pocket fees, costs and expenses incurred by the Township in reviewing the proposed development of the Project Area, including, but not limited to, fees for legal, engineering, and financial advisory services related to the Project and the negotiation of any associated agreements; and

WHEREAS, the Township and the Company wish to enter into an escrow and funding agreement establishing the mechanism for the deposit and disposition of funds to cover the Township’s costs,

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council Township of Irvington 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 Mayor to execute the escrow and funding agreement substantially in the form attached hereto as Exhibit A, with such changes, deletions, and modifications in consultation with counsel as may be necessary or desirable to effect the transaction contemplated by this resolution. However, neither the adoption of this resolution, nor the execution of the escrow and funding agreement authorized hereby, shall be construed in any way to bind the Township to execute one or more definitive agreements with respect to the assemblage and redevelopment of the Project Area.

Section 3. Severability. If any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.

Section 4. Availability of the Resolution. A copy of this resolution shall be available for public inspection at the office of the Municipal Clerk.

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

Exhibit A

ESCROW AND FUNDING AGREEMENT

ESCROW AND FUNDING AGREEMENT

THIS ESCROW AND FUNDING AGREEMENT (this “**Escrow Agreement**”) is made as of the ____ day of _____, 2018 by and between **SPRINGFIELD AVENUE REDEVELOPMENT LLC** (the “**Company**”), with an address at 17 Merlin Drive, Lakewood, New Jersey 08701 and **THE TOWNSHIP OF IRVINGTON**, a body corporate and politic of the State of New Jersey, (the “**Township**”, and together with the Company, the “**Parties**”), with an address at Municipal Building, Civic Square, Irvington, New Jersey 07111.

WITNESSETH:

WHEREAS, the Township is authorized pursuant to the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “**Redevelopment Law**”) to determine whether certain parcels of land within the Township constitute areas in need of redevelopment and/or rehabilitation; and

WHEREAS, on August 13, 2002, in accordance with the Redevelopment Law, the Municipal Council of the Township (the “**Township Council**”) designated certain properties within its borders as “area in need of redevelopment” (the “**Redevelopment Area**”); and

WHEREAS, Township Council duly adopted the East Ward/East Springfield Avenue Redevelopment Plan for the Redevelopment Area (the “**Redevelopment Plan**”) pursuant to *N.J.S.A. 40A:12A-7* of the Redevelopment Law and in accordance with the procedures set forth therein; and

WHEREAS, to realize the redevelopment of Redevelopment Area, the Township determined to exercise the powers of redevelopment and serve as the “redevelopment entity” responsible for carrying out redevelopment projects in the Redevelopment Area in accordance with the Redevelopment Law; and

WHEREAS, the Company is the owner of certain property within the Redevelopment Area identified as Block 137, Lots 4, 5, 26 and 29 on the tax map of the

Township, and commonly known as 16 22nd Street, 18 22nd Street, 397 21st Street and 734 Springfield Avenue, respectively (the “**Property**”); and

WHEREAS, the Company proposes to explore the acquisition of one or more lots adjacent to the Property (together with Property, the “**Project Area**”) and to undertake within the Project Area, the design, development, financing and construction of a WaWa Convenience Store, Food Market, & Fuel Station (the “**Project**”); and

WHEREAS, the Company and the Township, in its capacity as redevelopment entity, intend to negotiate agreements (each, an “**Agreement**”) to provide for the redevelopment of the Project Area; and

WHEREAS, the Company intends to pursue pre-development activities including but not limited to, the appraisal of the property constituting the Project Area, the assemblage of the Project Area and the negotiation of any associated agreements with respect to the acquisition and redevelopment of the Project Area (collectively, the “**Pre-Development Activities**”); and

WHEREAS, as an inducement to the Township to undertake such Pre-Development Activities and to engage in such negotiations, and as a precondition thereto, the Company has agreed to defray those costs and expenses, with no assurance of a particular result from the Township in connection with the Project Area and the Project; and

WHEREAS, the Township shall establish a designated escrow account (the “**Escrow Account**”) to be funded by the Company for the purpose of paying the Township’s costs and expenses relating to the Project,

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.

a. Immediately upon the execution of this Escrow Agreement, as an inducement to the Township to engage in negotiations of any Agreement, and as a precondition thereto, the Company shall deposit with the Township TWENTY-FIVE THOUSAND and 00/100 DOLLARS (\$25,000.00) (the “**Escrow Deposit**”), which amount shall be deposited in an escrow account and disbursed in accordance with the provisions of this Escrow Agreement for the payment of Pre-Development Activities, as defined above. 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.

b. 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 any 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 out-of-pocket and professional charges incurred in connection with the Pre-Development Activities as well as all professional charges incurred in connection with the selection and designation of the Company as redeveloper, and the negotiation and preparation of any Agreement, and 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 Company, its respective professionals, Township staff or retained professional(s) (collectively, the “**Reimbursable Activities**”). Charges incurred, from time to time, with respect to professionals retained by the Township shall be in accordance with the then effective fee agreement with the Township. **Reimbursement may include charges incurred in connection with Reimbursable Activities prior to the date of this Escrow Agreement, and is not contingent upon a specific outcome.**

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 Company, 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 (the “**Escrow Account**”). Concurrent with its submission of the Escrow Deposit to the Township, the Company shall provide a copy of its Business Registration Certificate and Form W-9, to aid in the administration of funds.

4. Payments from the Escrow Funds.

a. The Township shall use such funds to pay out-of-pocket fees and expenses, reimbursable professional charges or the charges for special meetings.

b. The Company hereby further authorizes the Township to utilize funds on deposit in the Escrow Account to pay any costs and fees of the Township related to the

assemblage of the Project Area, including the foreclosure or satisfaction of tax liens or tax sale certificates.

c. Professional charges paid out of an Escrow Account shall include professional charges in connection with the Reimbursable Activities. The Company 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.

d. Each payment for professional services charged to an 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 Company the professional shall simultaneously send an informational copy of each voucher or statement submitted to the Township to the Company; *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.

As requested by the Company, the Township shall prepare and send to the Company 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 Deposit is less than **TEN THOUSAND and 00/100 DOLLARS (\$10,000.00)**, the Township shall provide the Company with a notice of the insufficient Escrow Deposit balance. The Company shall replenish the Escrow Deposit with such additional funds so that the total amount on deposit in such escrow account shall be not less than **FIFTEEN THOUSAND and 00/100 DOLLARS (\$15,000.00)**, 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 Company. Notwithstanding the foregoing, the Company agrees to replenish the Escrow Account at an amount as may be mutually agreed to by the Parties, which may be greater than the amount noted in this Section 5, to the extent required by the Pre-Development Activities.

6. Close Out Procedures.

Upon termination of negotiations without any Agreement being executed, or upon the execution of any Agreement, and unless otherwise provided in such Agreement, the Company 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 Account 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 Company. Within 30 days of receipt of the final bill the

Township shall pay all outstanding bills and render a written final accounting to the Company detailing the uses to which the escrow funds were put. The Company 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 Company 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 Company may dispute the propriety or reasonableness of professional charges paid out of an Escrow Account 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 30 days from the Company's receipt of the informational copy of the professional's voucher, except that if the professional has not supplied the Company with an informational copy of the voucher, then the Company shall send notice within 30 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 Company's acceptance of the charge and a waiver by the Company 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 Company'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 Company 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 an 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 Escrow Agreement the date and year first above written.

ATTEST:

TOWNSHIP OF IRVINGTON

Name: Harold E. Wiener
Title: Municipal Clerk

By: _____
Name: Tony Vauss
Title: Mayor

WITNESS:

**SPRINGFIELD AVENUE
REDEVELOPMENT LLC**

Name:
Title:

By: _____
Name:
Title:

Adopted

Lyons – Jones 27. Authorize Professional Services Contract Based Upon Quotations for the Preliminary Design to Analyze and Design Storm Water Improvements to Resolve Drainage Problems on Lenox Avenue - Mott MacDonald – No to Exceed \$15,000.00

**RESOLUTION TO AWARD A PROFESSIONAL SERVICES CONTRACT
FOR THE ANALYSIS AND DESIGN OF STORM WATER IMPROVEMENTS
ALONG LENOX AVENUE, PHASE 1**

WHEREAS, the Township of Irvington has recognized a drainage problem in the area of Lenox Avenue and the need to analyze and design storm water improvements to resolve this problem; and

WHEREAS, the nature of the problem is a complex combination of the hydrology of the Elizabeth River and the design of the Township's existing storm sewers that is beyond the current capacity of Township staff to resolve; and

WHEREAS, the Township Engineer has prepared a Request for Quotes from the various engineering firms that have an annual contract with the Township to provide engineering services; and

WHEREAS, the Township Engineer received Quotes from two of these firms to provide these services and determined that the Quote of the firm of Mott MacDonald of Morristown, NJ of \$34,000.00 is the most cost efficient proposal to provide these services; and

WHEREAS, The Township Engineer has recommended that this project be awarded in phases and that a professional services contract be awarded to the firm of Mott MacDonald of Morristown, NJ for preliminary design only at their quoted price of \$15,000.00.

NOW, THEREFORE, BE IT RESOLVED BY MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that a professional services contract for the analysis and design of storm water improvements along Lenox Avenue be awarded to the firm of Mott MacDonald of Morristown, NJ at their quoted price of \$15,000.00.

BE IT FURTHER RESOLVED that pursuant to N.J.A.C. 5:34-5.2, the required Certificate of Availability of Funds No.C8-00289 for the above has been obtained from the Chief Financial Officer of the Township of Irvington and the appropriation to be charged for this expenditure is in the amount of \$15,000.00 is Account No. 8-01-21-165-165-299.

Adopted

10. Communications and Petitions

A. Communications

1. Sustainable New Jersey – Irvington’s Certification in the Sustainable New Jersey Program

11. Pending Business

None

12. Miscellaneous

A. Bingos and Raffles

None

NON-CONSENT AGENDA ITEMS

8. Ordinances, Bills & Claims

A. Ordinances on 1st Reading

Jones – Hudley 1 Authorize a Quit Claim Deed for 69-71 Montgomery Avenue From Golden Sun Management, LLC

AN ORDINANCE ACCEPTING A QUIT CLAIM DEED FOR 69-71 MONTGOMERY AVENUE, IRVINGTON, NEW JERSEY, 07111 IN THE TOWNSHIP OF IRVINGTON FROM GOLDEN SUN MANAGEMENT, LLC.

Adopted

Absent: Frederic, Inman

Jones - Lyons 2. Authorize a Quit Claim Deed for 439 Grove Street From Golden Sun Management, LLC

AN ORDINANCE ACCEPTING A QUIT CLAIM DEED FOR 439 GROVE STREET, IRVINGTON, NEW JERSEY, 07111 IN THE TOWNSHIP OF IRVINGTON FROM GOLDEN SUN MANAGEMENT, LLC.

Adopted

Absent: Frederic, Inman

NOTE: Council Member Inman arrived at the meeting at this point at 8:03 P.M.

Cox – Inman 3. Authorize a Quit Claim Deed for 446 – 14th Avenue From Golden Sun Management, LLC

AN ORDINANCE ACCEPTING A QUIT CLAIM DEED FOR 446 14TH AVENUE, IRVINGTON, NEW JERSEY, 07111 IN THE TOWNSHIP OF IRVINGTON FROM GOLDEN SUN MANAGEMENT, LLC.

Adopted

Absent: Frederic

Inman – Cox 4. Authorize a Quit Claim Deed for 352 – 16th Avenue From Golden Sun Management, LLC

AN ORDINANCE ACCEPTING A QUIT CLAIM DEED FOR 352 16TH AVENUE, IRVINGTON, NEW JERSEY, 07111 IN THE TOWNSHIP OF IRVINGTON FROM GOLDEN SUN MANAGEMENT, LLC.

Adopted

Absent: Frederic

B. Ordinances on 2nd Reading

1. President Lyons: An ordinance adopting the Re-Codified Township Code 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

Township OF Irvington

COUNTY OF ESSEX, NEW JERSEY

AN ORDINANCE ADOPTING A CODIFICATION AND REVISION OF THE ORDINANCES OF THE TOWNSHIP OF IRVINGTON, COUNTY OF ESSEX, STATE OF NEW JERSEY; PROVIDING FOR THE MAINTENANCE OF SAID CODE; REPEALING AND SAVING FROM REPEAL CERTAIN ORDINANCES NOT INCLUDED THEREIN; ESTABLISHING A PENALTY FOR ALTERING OR TAMPERING WITH THE CODE; AND MAKING CERTAIN CHANGES IN PREVIOUSLY ADOPTED ORDINANCES

Be it ordained and enacted by the Municipal Council of the Township of Irvington, County of Essex, State of New Jersey, as follows:

§ 1-1. Adoption of Code.

Pursuant to N.J.S.A. 40:49-4, the ordinances of the Township of Irvington of a general and permanent nature adopted by the Municipal Council of the Township of Irvington, as revised, codified and consolidated into chapters and sections by General Code, and consisting of Chapters 1 through 650, together with an Appendix, are hereby approved, adopted, ordained and enacted as the "Code of the Township of Irvington," hereinafter known and referred to as the "Code."

§ 1-2. Code supersedes prior ordinances; authority to enforce Revised Code numbering. This ordinance and the Code shall supersede all other general and permanent ordinances enacted prior to the enactment of this Code, except such ordinances as are hereinafter expressly saved from repeal or continued in force. This ordinance specifically repeals the Revised Code of the Town of Irvington, adopted January 13, 1981, by Ord. No. MC 2622, as amended and supplemented; provided, however, that the Municipal Court is authorized to enforce ordinances as numbered and codified in the 1981 Revised Code or in this recodified Code of the Township of Irvington. Chapter and section numbers in the 1981 Revised Code, as amended and supplemented, may be referenced in enforcement proceedings.

§ 1-3. When effective.

This ordinance shall take effect immediately upon passage and publication according to law.

§ 1-4. Copy of Code on file.

A copy of the Code in loose-leaf form has been filed in the office of the Municipal Clerk and shall remain there for use and examination by the public until final action is taken on

this ordinance; and, if this ordinance shall be adopted, such copy shall be certified to by the Clerk of the Township of Irvington by impressing thereon the Seal of the Township, as provided by law, and such certified copy shall remain on file in the office of the Clerk of the Township, to be made available to persons desiring to examine the same during all times while said Code is in effect.

§ 1-5. Amendments to Code.

Any and all additions, amendments or supplements to the Code, when passed and adopted in such form as to indicate the intent of the governing body to make them a part thereof, shall be deemed to be incorporated into such Code so that reference to the "Code of the Township of Irvington" shall be understood and intended to include such additions and amendments. Whenever such additions, amendments or supplements to the Code shall be adopted, they shall thereafter be printed and, as provided hereunder, inserted in the loose-leaf book containing said Code as amendments and supplements thereto.

§ 1-6. Publication; filing.

The Municipal Clerk of the Township of Irvington, pursuant to law, shall cause this Adopting Ordinance to be published, in the manner required, in a newspaper of general circulation in the Township. Sufficient copies of the Code shall be maintained in the office of the Clerk for inspection by the public at all times during regular office hours. The enactment and publication of this Adopting Ordinance, coupled with availability of copies of the Code for inspection by the public, shall be deemed, held and considered to be due and legal publication of all provisions of the Code for all purposes.

§ 1-7. Code book to be kept up-to-date.

It shall be the duty of the Municipal Clerk or someone authorized and directed by the Clerk to keep up-to-date the certified copy of the book containing the Code required to be filed in his or her office for the use of the public. All changes in said Code and all ordinances adopted subsequent to the effective date of this codification which shall be adopted specifically as part of the Code shall, when finally adopted, be included therein by reference until such changes or new ordinances are printed as supplements to said Code book, at which time such supplements shall be inserted therein.

§ 1-8. Sale of Code book.

Copies of the Code, or any chapter or portion of it, may be purchased from the Clerk, or an authorized agent of the Clerk, upon the payment of a fee authorized by the Township. The Clerk shall also arrange for procedures for the periodic supplementation of the Code.

§ 1-9. Altering or tampering with Code; penalties for violation.

It shall be unlawful for anyone to improperly change or amend, by additions or deletions, any part or portion of the Code or to alter or tamper with such Code in any manner whatsoever which will cause the law of the Township of Irvington to be misrepresented thereby. Anyone violating this section or any part of this ordinance shall be subject, upon conviction, to one or more of the following: a fine of not more than \$2,000, imprisonment for not more than 90 days or a period of community service not exceeding 90 days, in the discretion of the Judge imposing the same.

§ 1-10. Severability of Code provisions.

Each section of the Code and every part of each section is an independent section or part of a section, and the holding of any section or a part thereof to be unconstitutional, void or ineffective for any cause shall not be deemed to affect the validity or constitutionality of any other sections or parts thereof.

§ 1-11. Severability of ordinance provisions.

Each section of this ordinance is an independent section, and the holding of any section or part thereof to be unconstitutional, void or ineffective for any cause shall not be deemed to affect the validity or constitutionality of any other sections or parts thereof.

§ 1-12. Inconsistent ordinances repealed.

A. Except as provided in § 1-13, Ordinances saved from repeal, below, all ordinances or parts of ordinances inconsistent with the provisions contained in the Code adopted by this ordinance are hereby repealed; provided, however, that such repeal shall only be to the extent of such inconsistency, and any valid legislation of the Township of Irvington which is not in conflict with the provisions of the Code shall be deemed to remain in full force and effect.

B. Repeal of specific ordinances. The Municipal Council of the Township of Irvington has determined that the following chapters and articles of the 1981 Revised Code are no longer in effect and hereby specifically repeals the following legislation:

- (1) Former Chapter 5, Administration, Article XVI, Traffic Safety Advisory Committee, of the 1981 Revised Code.
- (2) Former Chapter 5, Administration, Article XVII, Industrial Commission, of the 1981 Revised Code.
- (3) Former Chapter 5, Administration, Article XXIV, Parking Advisory Committee, of the 1981 Revised Code.
- (4) Former Chapter 12, Education, Board of, Article I, Composition, of the 1981 Revised Code.
- (5) Former Chapter 12, Education, Board of, Article II, Use of Paging Devices on School Property, of the 1981 Revised Code.
- (6) Former Chapter 25, Irvington General Hospital, of the 1981 Revised Code.
- (7) Former Chapter 77, Cellular Telephones, Article I, Mobile Communications Device Use in Vehicles, of the 1981 Revised Code.
- (8) Former Chapter 89, Discriminatory Practices, Article I, Cavassing for Real Estate Listings, of the 1981 Revised Code.
- (9) Former Chapter 89, Discriminatory Practices, Article II, Community Relations Board, of the 1981 Revised Code.
- (10) Former Chapter 134A, Loitering, of the 1981 Revised Code.
- (11) Former Chapter 135, Pay Telephones, of the 1981 Revised Code.
- (12) Former Chapter 136, Parks and Recreation, Article I, Tennis Courts and Swimming Pools, of the 1981 Revised Code.
- (13) Former Chapter 139, Peace and Good Order, Article II, Drug Paraphernalia, of the 1981 Revised Code.
- (14) Former Chapter 139, Peace and Good Order, Article VI, Weapons-Free Zone, of the 1981 Revised Code.
- (15) Former Chapter 164, Sexual Offenders, of the 1981 Revised Code.
- (16) Former Chapter 167, Smoke Control, of the 1981 Revised Code.
- (17) Former Chapter 168, Smoking, Article I, Smoking in Public Places, §§ 168-1 through 168-4 and 168-5, of the 1981 Revised Code.
- (18) Former Chapter 168, Smoking, Article II, Smoking in Township Places, of the 1981 Revised Code.
- (19) Former Chapter 169, Solid Waste Collectors, of the 1981 Revised Code.

§ 1-13. Ordinances saved from repeal.

The adoption of this Code and the repeal of ordinances provided for in § 1-12 of this ordinance shall not affect the following ordinances, rights and obligations, which are hereby expressly saved from repeal:

- A. Any ordinance adopted subsequent to December 12, 2017.
- B. Any right or liability established, accrued or incurred under any legislative provision prior to the effective date of this ordinance or any action or proceeding brought for the enforcement of such right or liability.
- C. Any offense or act committed or done before the effective date of this ordinance in violation of any legislative provision or any penalty, punishment or forfeiture which may result therefrom.
- D. Any prosecution, indictment, action, suit or other proceeding pending or any judgment rendered, prior to the effective date of this ordinance, brought pursuant to any legislative provision.
- E. Any franchise, license, right, easement or privilege heretofore granted or conferred.
- F. Any ordinance providing for the laying out, opening, altering, widening, relocating, straightening, establishing of grade, changing of name, improvement, acceptance or vacation of any right-of-way, easement, street, road, highway, park or other public place or any portion thereof.
- G. Any ordinance or resolution appropriating money or transferring funds, promising or guaranteeing the payment of money or authorizing the issuance and delivery of any bond or other instruments or evidence of the Township's indebtedness.
- H. Ordinances authorizing the purchase, sale, lease or transfer of property or any lawful contract, agreement or obligation.
- I. The levy or imposition of taxes, assessments or charges or the approval of the municipal budget.
- J. The dedication of property or approval of preliminary or final subdivision plats.
- K. All currently effective ordinances pertaining to the rate and manner of payment of salaries and compensation of officers and employees.
- L. Any ordinance adopting or amending the Zoning Map.
- M. Any ordinance relating to or establishing a pension plan or pension fund for municipal employees.

§ 1-14. Changes in previously adopted ordinances.

A. In compiling and preparing the ordinances for adoption and revision as part of the Code pursuant to N.J.S.A. 40:49-4, certain grammatical changes and other minor changes were made in one or more of said ordinances. It is the intention of the Municipal Council that all such changes be adopted as part of the Code as if the ordinances so changed had been previously formally amended to read as such.

B. In addition, the changes, amendments or revisions as set forth in Schedule A attached hereto and made a part hereof are made herewith, to become effective upon the effective date of this ordinance. (Chapter and section number references are to the ordinances as they have been renumbered and appear in the Code.)

C. Nomenclature. Throughout the Code, the following nomenclature changes have been made:

- (1) “Police Department” (“Department of Police”) was changed to “Public Safety Department” (“Department of Public Safety”).

- (2) “Director of Police” (“Police Director”) was changed to “Director of the Department of Public Safety.”
- (3) “License Division,” “Bureau of Licenses,” “License Bureau” and “Division of License” was changed to “Division of Licensing.”
- (4) References to the Map Filing Law, N.J.S.A. 46:23-9.9 et seq. (P.L. 1960, Ch. 141) were updated to refer to N.J.S.A. 46:26B-1 et seq. (P.L. 2011, Ch. 217).
- (5) “Town Clerk” and “Township Clerk” were changed to “Municipal Clerk.”

The public hearing on this ordinance is now open

There were no requests to be heard.

Lyons – Jones

Motion to close public hearing

Adopted

Absent: Frederic

Lyons – Jones
hearing

Motion to adopt this ordinance on second reading after public

Adopted

Absent: Frederic

2. President Lyons: An ordinance authorizing a deed in lieu of foreclosure for 1074 Grove Street will be heard at this time. For the record this notice of hearing is identical to the previous notice of hearing that was read. The Clerk will read the ordinance by title.

AN ORDINANCE ACCEPTING A DEED IN LIEU OF FORECLOSURE FOR 1074 GROVE STREET IN THE TOWNSHIP OF IRVINGTON FROM RAMON CABREJA AND MILAGROS CABREJA

WHEREAS, N.J.S.A. 40A:12-5(a)(1) provides that municipality may, by ordinance, acquire real property with a capital improvement by gift; and

WHEREAS, as a result of serious disrepair and the inability of Mr. and Mrs. Cabreja to financially maintain the property located at 1074 Grove Street, they would like to transfer ownership of said property to the Township of Irvington; and

WHEREAS, the Township of Irvington has dedicated itself to either rehabilitate or to facilitate the rehabilitation of said property under its Redevelopment Authority powers; and

WHEREAS, Mr. and Mrs Cabreja now have deeded this property to the Township:

NOW, THEREFORE, BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that it accepts the Deed from Ramon Cabreja and Milagros Cabreja to acquire title to 1074 Grove Street, Irvington, New Jersey 07111,

Block 199 and Lot 12 on behalf of the Township of Irvington and directs that the said property be placed on the Township's inventory of property owned by the Township.

The public hearing on this ordinance is now open

There were no requests to be heard.

Inman – Burgess Motion to close public hearing

Absent: Frederic
Adopted

Inman - Burgess Motion to adopt this ordinance on second reading after public hearing

Adopted
Absent: Frederic

Lyons – Burgess 3. Re-Adoption of \$2,700,000.00 Refunding Bond Ordinance for Settlement of Tax Appeals

REFUNDING BOND ORDINANCE PROVIDING FOR PAYMENT OF
AMOUNTS OWING TO OTHERS FOR TAXES LEVIED IN AND BY
THE TOWNSHIP OF IRVINGTON, IN THE COUNTY OF ESSEX,
NEW JERSEY, APPROPRIATING \$2,700,000 THEREFOR AND
AUTHORIZING THE ISSUANCE OF \$2,700,000 REFUNDING
BONDS OR NOTES OF THE TOWNSHIP FOR FINANCING THE
COST THEREOF.

BE IT ORDAINED 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. The Township of Irvington, in the County of Essex, New Jersey (the
"Township"), is hereby authorized to pay an aggregate amount not exceeding \$2,647,419
for amounts owed by the Township to the owners of various properties for taxes levied in

the Township (plus certain costs associated therewith), as more particularly described on the List of Settled Appeals and available for inspection in the office of the Township Clerk, which list is hereby incorporated by reference as if set forth at length herein. Such amount shall be paid to taxpayers in the form of a refund, or used by the Township to reimburse tax appeal amounts applied as credits to taxpayers' future taxes payable, as applicable.

Section 2. An aggregate amount not exceeding \$155,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-51(b) has been included in the aggregate principal amount of refunding bonds authorized herein.

Section 3. In order to finance the cost of the project described in Section 1 hereof, negotiable refunding bonds are hereby authorized to be issued in the principal amount of \$2,700,000 pursuant to the Local Bond Law and the Municipal Qualified Bond Act.

Section 4. In anticipation of the issuance of the refunding bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law. All refunding bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer, provided that no refunding bond anticipation note shall mature later than one year from its date. The refunding bond anticipation notes shall bear interest at such rate or rates and be in such form as may be determined by the chief financial officer. The chief financial officer shall determine all matters in connection with refunding bond anticipation notes issued pursuant to this refunding bond ordinance, and the chief financial officer's signature upon the refunding bond anticipation notes shall be conclusive evidence as to all such determinations.

All refunding bond anticipation notes issued hereunder may be renewed from time to time; provided, however, that no refunding bond anticipation notes shall be renewed beyond the first or any succeeding anniversary date of the original refunding bond anticipation notes unless an amount of such refunding bond anticipation notes, at least equal to the first legally payable installment of the bonds in anticipation of which the refunding bond anticipation notes are issued, determined in accordance with the maturity schedule for the bonds approved by the Local Finance Board, is paid and retired on or before such anniversary date; and provided, further, that the period during which the refunding bond anticipation notes and any renewals thereof and any permanent bonds are outstanding, shall not exceed the period set for the maturity of the bonds by the Local Finance Board.

The chief financial officer is hereby authorized to sell part or all of the refunding bond anticipation notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the refunding bond anticipation notes pursuant to this refunding bond ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the refunding bond anticipation notes sold, the price obtained and the name of the purchaser.

Section 5. The chief financial officer of the Township is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Township and to execute such disclosure document on behalf of the Township. The chief financial officer is

further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Township pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the Township and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Township fails to comply with its undertaking, the Township shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

Section 6. The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the Township as defined in the Local Bond Law is increased by the authorization of the bonds and refunding bond anticipation notes provided in this refunding bond ordinance by \$2,700,000, but that the net debt of the Township determined as provided in the Local Bond Law is not increased by this refunding bond ordinance. The obligations authorized herein will be within all debt limitations prescribed by that Law.

Section 7. The full faith and credit of the Township are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this refunding bond ordinance. The obligations shall be direct, unlimited obligations of the Township, and the Township shall be obligated to levy *ad valorem* taxes upon all the

taxable real property within the Township for the payment of the obligations and the interest thereon without limitation of rate or amount.

Section 8. A certified copy of this refunding bond ordinance as adopted on first reading 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 prior to final adoption, together with a complete statement in the form prescribed by the Director and signed by the chief financial officer of the Township as to the indebtedness to be financed by the issuance of the refunding bonds authorized herein.

Section 9. This refunding bond ordinance shall make provision for the emergency appropriation authorized by resolution of the Township entitled, "Resolution of the Township of Irvington, in the County of Essex, New Jersey Authorizing an Emergency Appropriation Pursuant to N.J.S.A. 40A:4-48 to Fund Amounts Owning to Others for Taxes Levied and Further Authorizing the Issuance of Emergency Notes to Fund Such Emergency Appropriation".

Section 10. This refunding bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law, provided that the consent of the Local Finance Board has been endorsed upon a certified copy of this refunding bond ordinance as finally adopted.

Adopted
Absent: Frederic

C. Bills & Claims

NOTE: Council Member Frederic arrived at the meeting at this point at 8:06 P.M.

Jones –Lyons 1. Bill Lists

RESOLVED THAT THE BILLS AND CLAIMS AGAINST THE TOWNSHIP OF IRVINGTON FOR A PERIOD MARCH 13, 2018, 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	\$4,099,756.87
TOTAL	\$4,099,756.87

Adopted
No: Inman

Jones – Cox 2. Payrolls

February 2, 2018 through March 1, 2018

REGULAR	OVERTIME	OTHER EARNED	TOTAL
\$971,461.40	\$102,288.88	(-\$19,534.36)	\$1,054,215.92

February 10, 2018 through February 23, 2018

REGULAR	OVERTIME	OTHER EARNED	TOTAL
\$666,783.82	\$43,129.04	\$51,487.79	\$761,400.65

Adopted
No: Inman

9. Resolutions & Motions

A. Resolutions

Cox – Jones 28. Authorize Contract for Legal Services in the Matter of Kevin Ravenell v. Shaun R. Green - Pawar Gilgallon & Ruddy, LLC – Not to Exceed \$10,000.00

RESOLUTION RATIFYING PROFESSIONAL SERVICES CONTRACT FOR LITIGATION/DEFENSE COUNSEL SERVICES

WHEREAS, resolution number TA 17-1227-51 qualified fifteen firms to provide litigation/defense counsel services for the Township of Irvington from November 01, 2017 until October 31, 2018; and

WHEREAS, the resolution requires that all cases assigned to counsel for this purpose must be approved by the Municipal Council; and

WHEREAS, the Township Attorney has determined that Pawar Gilgallon & Ruddy, LLC has the most experience to defend the Kevin Ravenell v. Shaun R. Green, et als, Docket No: ESX-L-829-18 and

WHEREAS, the Township Attorney has recommended that a contract be awarded to Pawar Gilgallon & Ruddy, LLC, 6 South Street, Suite 201, , Morristown, NJ, 07960; and

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that a contract for Litigation/Defense counsel services be awarded to Pawar Gilgallon & Ruddy, LLC, 6 South Street, Suite 201, , Morristown, NJ, 07960 for a contract amount not to exceed \$10,000.00. The billing rate for this contract is \$150.00 per hour; and

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

BE IT FURTHER RESOLVED, that funds for this service will paid from the Insurance fund for a contract amount not to exceed \$10,000.00. The billing rate for this contract is \$150.00 per hour.

No: Inman
Adopted

Cox – Jones 29. Authorize Contract for Legal Services in the Matter of Tashon Robinson v. Township of Irvington - Eric Pennington, PC - Not to Exceed \$10,000.00

**RESOLUTION RATIFYING PROFESSIONAL SERVICES CONTRACT FOR
LITIGATION/DEFENSE COUNSEL SERVICES**

WHEREAS, resolution number TA 17-1227-51 qualified fifteen firms to provide litigation/defense counsel services for the Township of Irvington from November 01, 2017 until October 31, 2018; and

WHEREAS, the resolution requires that all cases assigned to counsel for this purpose must be approved by the Municipal Council; and

WHEREAS, the Township Attorney has determined that Eric Pennington, P.C.has the most experience to defend the Tashon Robinson v. Township of Irvington et als, Civil Action No: 2:17-CV-13206-JLL-SCM and

WHEREAS, the Township Attorney has recommended that a contract be awarded to Eric Pennington, P.C., 76 South Orange Avenue, Suite 213, South Orange, NJ.; and

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that a contract for Litigation/Defense counsel services be awarded to Eric Pennington, P.C., 76 South Orange Avenue, Suite 213, South Orange, NJ, 07079 for a contract amount not to exceed \$10,000.00. The billing rate for this contract is \$150.00 per hour; and

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

BE IT FURTHER RESOLVED, that funds for this service will paid from the Insurance fund for a contract amount not to exceed \$10,000.00. The billing rate for this contract is \$150.00 per hour.

Adopted
No: Inman

Cox – Jones 30. Authorize Contract for Legal Services in the Matter of Linda Holmes v. Township of Irvington et als – Roth D’Aquanni, LLC - Not to Exceed \$10,000.00

**RESOLUTION RATIFYING PROFESSIONAL SERVICES CONTRACT FOR
LITIGATION/DEFENSE COUNSEL SERVICES**

WHEREAS, resolution number TA 17-1227-51 qualified fifteen firms to provide litigation/defense counsel services for the Township of Irvington from November 01, 2017 until October 31, 2018; and

WHEREAS, the resolution requires that all cases assigned to counsel for this purpose must be approved by the Municipal Council; and

WHEREAS, the Township Attorney has determined that Roth D’Aquanni, LLC. has the most experience to defend the Linda Holmes v. Township of Irvington et als, Docket No: ESX-L-7213-18 and

WHEREAS, the Township Attorney has recommended that a contract be awarded to Roth D’Aquanni, LLC, 150 Morris Avenue, Suite 303, Springfield, New Jersey, 07081; and

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that a contract for Litigation/Defense counsel services be awarded to Roth D’Aquanni, LLC, 150 Morris Avenue, Suite 303, Springfield, New Jersey, 07081 for a contract amount not to exceed \$10,000.00. The billing rate for this contract is \$150.00 per hour; and

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

BE IT FURTHER RESOLVED, that funds for this service will be paid from the Insurance fund for a contract amount not to exceed \$10,000.00. The billing rate for this contract is \$150.00 per hour.

Adopted
No: Inman

Jones – Cox 31. Authorize Temporary Emergency Appropriation to Extend the Calendar Year 2017 Temporary Budget

<u>APPROPRIATIONS WITHIN "CAPS"</u>	
	<u>CY-18</u>
<u>OFFICE OF THE MAYOR</u>	<u>Emerg Temp Bud # 1</u>
Mayor's Office:	
Salaries and Wages	107,073.83
Other Expenses	20,655.00
Irvington Mental Health Center:	-
Other Expenses	2,250.00
Planning Board:	-
Salaries and Wages	7,127.75
Other Expenses	1,593.75
Office of Emergency Management:	-
Salaries and Wages	1,250.00
Other Expenses	-
Neighborhood/Community Planning	-
Salaries and Wages	51,882.37
Other Expenses	6,249.75
Total Office of the Mayor	198,082.45
<u>OFFICE OF THE TOWNSHIP CLERK</u>	
Township Clerk's Office:	
Salaries and Wages	80,759.37
Other Expenses	6,608.75
Elections:	-
Salaries and Wages	4,625.00
Other Expenses	18,750.00
Council's Office:	-
Salaries and Wages	75,380.93
Other Expenses	7,500.00
	-

Board of Adjustment:	-
Salaries and Wages	12,276.64
Other Expenses	3,081.25
Rent Leveling Board:	-
Salaries and Wages	8,750.00
Other Expenses	-
Total Office of the Township Clerk	-
<u>OFFICE OF THE TAX ASSESSOR</u>	-
Municipal Tax Assessor:	
Salaries and Wages	37,697.43
Other Expenses	10,561.25
Total Office of the Tax Assessor	48,258.68
<u>ATTORNEY TO TOWNSHIP COUNCIL</u>	-
Legislative Research Officer:	
Salaries and Wages	10,752.26
Other Expenses	170.00
Total Attorney to Township Council	10,922.26
<u>OFFICE OF THE TOWNSHIP ATTORNEY</u>	-
Township Attorney:	
Salaries and Wages	78,905.21
Other Expenses	54,442.50
Total Office of the Township Attorney	133,347.71
<u>DEPARTMENT OF ADMINISTRATION</u>	-
Office of the Business Administrator:	
Salaries and Wages	130,015.60
Other Expenses	60,243.75
Other Expenses - Postage	18,750.00
Total Department of Administration	209,009.35
<u>DEPARTMENT OF POLICE</u>	-
Police:	
Salaries and Wages	4,290,165.13
Other Expenses	386,493.59
<u>APPROPRIATIONS WITHIN "CAPS"(continue)</u>	-
School Guards:	-
Salaries and Wages	162,233.65
Other Expenses	1,062.50

MINUTES – REGULAR COUNCIL MEETING – MARCH 13, 2018 – PAGE 73

Chaplains and Surgeons:	-
Salaries and Wages	577.61
Parking Division:	-
Other Expenses	850.00
Total Department of Police	4,841,382.47
<u>DEPARTMENT OF FIRE</u>	-
Fire:	
Salaries and Wages	2,817,125.54
Other Expenses	50,005.00
Uniform Fire Safety	-
Salaries and Wages	2,500.00
Other Expenses	1,250.00
Total Department of Fire	2,870,880.54
<u>DEPARTMENT OF REVENUE AND FINANCE</u>	-
Division of Finance:	
Salaries and Wages	123,104.81
Other Expenses:	-
Administration of Finance	45,629.29
Auditing	26,875.00
Insurance:	-
General Liability	606,250.00
Workers Comp	401,250.00
Employers Group Health	4,859,948.49
Division of Revenue-Tax Collection:	-
Salaries and Wages	82,990.66
Other Expenses	14,031.25
Division of Licenses:	-
Salaries and Wages	18,020.83
Other Expenses	1,806.25
Division of Central Purchasing:	-
Salaries and Wages	42,928.26
Other Expenses	3,145.00
Total Department of Revenue and Finance	6,225,979.83
<u>DEPARTMENT OF PUBLIC WORKS</u>	-
Division of Engineering:	
Salaries and Wages	110,929.47
Other Expenses	285,908.13
Land Rental, Refuse Dumping:	-
Other Expenses	1,207,500.00

Division of Streets and Sewers:	-
Salaries and Wages	193,851.07
Other Expenses	17,637.50
Snow Removal:	-
Salaries and Wages	21,250.00
Other Expenses	56,215.00
Division of Motorized Equipment:	-
Salaries and Wages	41,252.99
Other Expenses	34,637.50
Division of Public Property:	-
Salaries and Wages:	-
Public Buildings	118,403.08
Shade Tree	43,816.70
Other Expenses:	-
Public Buildings	21,738.08
Shade Tree	3,187.50
Total Department of Public Works	2,156,327.01

<u>DEPARTMENT OF HEALTH AND WELFARE</u>	-
Division of Health:	
Salaries and Wages:	
Health Administration	38,882.04
Environmental Health	24,798.73
Nursing	15,877.68
Other Expenses:	-
Health Administration	2,465.00
Environmental Health	24,756.25
Nursing	2,571.25
Senior Citizen Center:	-
Salaries and Wages	41,099.57
Other Expenses	1,487.50
Total Department of Health and Welfare	151,938.02
<u>Department of Community Development & Planning</u>	-
Salaries and Wages	-
Other Expenses	-
Total Department of Comm. Dev & Planning	-
<u>DEPARTMENT OF PARKS AND RECREATION</u>	-
Division of Park Maintenance:	
Salaries and Wages	101,411.69
Other Expenses	3,973.75
Division of Recreation:	-

Salaries and Wages	70,042.01
Other Expenses	17,871.25
Public Events and Celebration:	-
Other Expenses	3,187.50
Irvington Municipal Pool:	-
Salaries and Wages	8,750.00
Other Expenses	8,875.00
Total Department of Parks and Recreation	214,111.20
<u>DEPARTMENT OF HOUSING</u>	-
Housing Services:	
Salaries and Wages	108,943.42
Other Expenses	7,958.13
Total Department of Housing Services	116,901.54
<u>MUNICIPAL COURT</u>	-
Municipal Court	
Salaries and Wages	258,717.84
Other Expenses	27,125.00
Total Municipal Court	285,842.84
<u>PUBLIC DEFENDER</u>	-
Public Defender	
Salaries and Wages	10,557.75
Other Expenses	7,000.00
Total Public Defender	10,557.75
<u>UNIFORM CONSTRUCTION CODE</u>	-
Construction Code Official:	
Salaries and Wages	69,206.24
Other Expenses	2,677.50
Total Construction Services	71,883.74
<u>UNCLASSIFIED</u>	-
Utilities:	
Electricity, Gas	168,750.00
Telephone and Telegraph	120,000.00
Telephone Lease System	6,250.00
Fire Hydrants	101,250.00
Water	11,250.00
Gasoline	68,750.00
Street Lighting	168,750.00

MINUTES – REGULAR COUNCIL MEETING – MARCH 13, 2018 – PAGE 76

Tax Appeals	4,050.00
Emergency Dispatch Services (Transportation)	47,250.00
Tax Appeals'	-
Total Unclassified	696,300.00
Total Operations Within "CAPS"	18,241,725.36
<u>Deferred Charges & Statutory Expenditures</u>	-
Social Security System (OASI)	337,500.00
State Unemployment Insurance Fund	87,500.00
Fund Administrative Cost	-
Public Employees Retirement System	-
Police & Firemen's Retirement System	-
PERS - DCRP	34,500.00
Judgments	-
Prior Period Bills: Fire - Institute of Forensic	-
Prior Period Bills: Legal - Labor Council 2015	-
Deferred Charges - WC & GL	-
Proir Year bills - BA - CDWG -supplies	-
Total Deferred Charges & Statutory Exp	459,500.00
Total Appropriations Within "CAPS"	18,701,225.36
<u>APPROPRIATIONS EXCLUDED FROM "CAPS"</u>	-
<u>OTHER OPERATIONS</u>	-
Joint Sewer Maintenance	1,211,770.75
Maintenance of Free Public Library	281,250.00
911 Dispatch Services	59,000.00
	-
Total Other Operations	1,552,020.75
<u>APPROPRIATIONS EXCLUDED from "CAPS"(continue)</u>	-
<u>FEDERAL AND STATE GRANTS</u>	-
Health IPCHIP - Grant	-
Total Grants	-
Total Operations Excluded from "CAPS"	1,552,020.75
<u>MUNICIPAL DEBT SERVICE</u>	-

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	-
Total Municipal Debt Service	-
Total Appropriations Excluded from "CAPS"	
for Municipal Purposes	1,552,020.75
<u>TYPE ONE SCHOOL DEBT</u>	-
Payment of Bond Principal	-
Interest on Bonds	-
Total Type One School Debt	-
Total Appropriations Excluded from "CAPS"	1,552,020.75
Reserve for Uncollected Taxes	-
Total General Appropriations	<u>20,253,246.11</u>

Adopted
No: Inman

Hudley – Jones 32. Authorize Transfers of Funds in Calendar Year 2017 Municipal Budget

**TOWNSHIP OF IRVINGTON
APPROPRIATIONS TRANSFER RESOLUTION
CY - 2017**

#3

<u>Accounts</u>	<u>From</u>	<u>To</u>
<u>Within "CAP"</u>		
Land Use & Dumping	-	395,408.40
Engineering		

MINUTES – REGULAR COUNCIL MEETING – MARCH 13, 2018 – PAGE 78

OUTSIDE CAPS:

SUB-TOTAL OUTSIDE CAPS

-

-

GRAND TOTAL

510,408.40

510,408.40

Adopted
No: Inman

12. Miscellaneous

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

Lavora Washington, 662 Stuyvesant Avenue
Keisha Newell, 9 Roosevelt Terrace

Council Member Frederic and Council President Lyons addressed the issues raised by the above referenced citizens.

13. Adjournment

There being no further business, the meeting was adjourned at 8:30 P.M.

David Lyons, Council President

Harold E. Wiener, Municipal Clerk