

REGULAR COUNCIL MEETING
APRIL 24, 2018

Council Chamber, Municipal Building
Irvington, N.J. – Tuesday Evening
April 24, 2018 - 8:00 P.M.

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

Present: Renee C. Burgess, Charnette Frederic (arrived at 8:07 P.M.), October Hudley, Paul Inman, Sandra R. Jones, David Lyons

Absent: Vernal Cox (excused)

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

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

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 – April 10, 2018
2. Municipal Court Electronic Collections Report Through March, 2018
3. Joint Meeting – Minutes – February 15, 2018

7. Reports of Committees

None

8. Ordinances, Bills & Claims

B. Ordinances on 2nd Reading

None

9. Resolutions & Motions

A. Resolutions

Lyons – Burgess 1. Authorize Purchase of E-Ticketing System by State Contract from Gold Type Business Machines for 2017 Calendar Year – Not To Exceed \$132,000.00

**RESOLUTION AUTHORIZING A CONTRACT WITH STATE CONTRACT
VENDOR GOLD TYPE BUSINESS MACHINES FOR E-TICKETING FOR THE
POLICE DEPARTMENT**

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 Police Department wishes to renew the e-ticketing program with Gold Type Business Machines of PO Box 305, East Rutherford, NJ 07073; and

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

WHEREAS, under New Jersey state contract number 81342, the total cost for this service for calendar year 2018 will not exceed \$132,000.00; and

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 Gold Type Business Machines of PO Box 305, East Rutherford, NJ 07073 for calendar year 2018 for an amount not to exceed \$132,000.00 under the New Jersey State Contract number 81342; and

BE IT FURTHER RESOLVED, that the required certification of availability of funds C8-0030 for the first quarter payment of \$32,921.71 has been obtained from the Chief Financial Officer, charged to account number 8-01-25-240-240-118 and the remaining balance of \$99,078.29 will be certified when the 2018 budget is approved by the Municipal Council; 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
Absent: Cox

Frederic – Lyons 2. Authorize Contract for Certified Lead Inspection and Risk Assessment Professional Services – Lewis Consulting Group – Not To Exceed \$35,000.00 for Calendar Year 2018

**A RESOLUTION AUTHORIZING A NON-FAIR AND OPEN FOR MEDICAL
CONSULTANT SERVICE**

WHEREAS, the Township of Irvington, in the County of Essex and State of New Jersey, is in need of Lead Inspection and Risk Assessment Service; and

WHEREAS, the Township would like to retain the service of a certified of Lead Inspection and Risk Assessment Service to remain in compliance with the State and other grants requirements as it pertains to childhood lead prevention; and

WHEREAS, Lewis Consulting Group, has submitted a proposal to complete the required work on an as needed basis for an amount not to exceed \$35,000.00 for the calendar year 2018; and

WHEREAS, pursuant to the provisions of N.J.S.A. 19:44A-20.4 the vendor has completed the required pay to plays forms; and

WHEREAS, the C-271 Political Contribution Disclosure forms were on file in the Office of the Municipal Clerk and Purchasing Agent on April 02, 2018; and

WHEREAS, the Township would like to award a Non Fair and Open contract to Lewis Consulting Group of 2517 Highway 35, Building P, suite 202, Manasquan NJ 08736; and

WHEREAS, the term of this contract will expire on December 31, 2018; and

WHEREAS, Lewis Consulting Group has completed and submitted a Business Entity Disclosure Certification which certifies that Principals of the Company has not made any reportable contributions to a political or candidate committee in the Township of Irvington in the previous one year, and that the contract will prohibit Lewis Consulting Group from making any reportable contributions through the term of the contract, and

NOW THEREFORE, BE IT RESOLVED that the Municipal Council of the Township of Irvington authorizes the award of a non-fair and open contract to Lewis Consulting Group of 2517 Highway 35, Building P, suite 202, Manasquan NJ 08736; and

BE IT FURTHER RESOLVED, that the required certification of availability of funds C8-00306 in the amount of \$3,000.00 from account number G-02-xx-784-18A-011 has been obtained from the Chief Financial Officer and the remaining balance of \$32,000.00 will be certified upon the adoption of the 2018 Municipal Budget; and,

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

BE IT FURTHER RESOLVED that a notice of this action shall be published in newspapers as required by law by the Municipal Clerk.

Adopted
Absent: Cox

Jones –Hudley 3. Authorize Emergency Contract for Animal Control Services - Associated Humane Society - \$67,946.72 Through December 31, 2018

RESOLUTION TO AWARD AN EMERGENCY CONTRACT FOR ANIMAL CONTROL SERVICE

WHEREAS, the Township is need of animal control service, to pick up, hold and, if necessary euthanize stray animals and provide other similar services, and;

WHEREAS, Associated Humane Society has provided this service to the Township and said contract expired on April 30, 2018, and;

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

WHEREAS, the Director of Health has declared an emergency in writing for service for the Associated Humane Society to continue to provide animal control service until December 31, 2018, and;

WHEREAS, Associated Humane Society, 124 Evergreen Ave, Newark, NJ 07114, has provided a quote of \$67, 946.72 for animal control service until December 31, 2018;

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that it ratifies the decision of the Director of Health to authorize an emergency contract in the amount of \$67,946.72 to provide animal control service to the Township until December 31, 2018.

BE IT FURTHER RESOLVED, that the required certification of availability of funds in the amount of \$16,986.68 for two months of service was obtained from the Chief Financial Officer from account number 8-01-27-335-335-176 and the remaining balance of \$50,960.04 will be certified upon the adoption of the 2018 budget.

Adopted
Absent: Cox

Jones – Lyons 4. Resolution of Commemoration – Retirement - Donna Tyson

**Resolution of Commemoration Upon Retirement
DONNA TYSON**

WHEREAS, Donna an only child was born in Pensacola, Florida and educated in the Escambia County school system; and

WHEREAS, Donna graduated from the Pensacola High in 1978; attended and graduated from the University of West Florida in 1983 with a Bachelor's of Arts in Urban Studies; and

WHEREAS, after college Donna moved to Newark, NJ where she began working for Blue Cross and Blue Shield of New Jersey for 10 years in several departments, her last position was in the Provider Relation Department. On July 8th, 1996 Donna started her journey with the Essex County Division of Family Assistance and Benefits previously named Essex County Division of Welfare where she worked in various departments; and

WHEREAS, Donna is married to the man of her dreams Mr. George E. Tyson for 33 years; and

WHEREAS, Donna has 2 children; Joshua Tyson and Jasmin Tyson and 2 step children; Eric Tyson and Chelisha Tyson-Burwell; and

WHEREAS, Donna hobbies include: Arts and crafts, crocheting, floral arrangements, bowling and going to the Casino; and

WHEREAS, Donna enjoys cooking, and sharing cooking information; Donna is known for having a listening ear for others; giving advice when asked and assisting others who are in need; and

WHEREAS, Donna loves to cruise and visiting various ports with family, friends and her BFF. The many places Donna has traveled to mention: Jamaica, Bahamas, Mexico, St. Thomas, Turks and Caico, Puerto Rico, St. Martine, DR and many more ports and Las Vegas; and

WHEREAS, Donna's community involvement consisted of: St. Rocco's Parent and Student Association, Chairperson; served on the Central Ward Boys and Girls Club Advisory Board for 7 years; served as a Shop Steward for CWA Local 1081 for 6 years; Our Lady of Good Counsel-Basketball Mom; and

WHEREAS, Donna after retirement plan to do more traveling and cruising with her husband George E. Tyson, working part-time and spending more time with her grandson GRANNY MAN. Donna and her husband will be relocating and enjoying their new retirement home in High Point, N.C.; and

WHEREAS, officially on Friday, April 20th, 2018 at 8:00 p.m. the Celebration of Retirement for Mrs. Donna Tyson and her husband George E. Tyson will be celebrated with family, friends and co-workers at the Costa Del Sol, in Union, NJ.

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that it wishes DONNA TYSON good health in her retirement years; and

BE IT FURTHER RESOLVED that a copy of this resolution be spread upon the minutes of the Municipal Council as a lasting tribute to DONNA TYSON.

Adopted

Absent: Cox

Jones – Lyons 5. Resolution of Commemoration – Retirement – George E. Tyson

**RESOLUTION OF COMMEMORATION UPON RETIREMENT
GEORGE E. TYSON**

WHEREAS, George E. Tyson is the oldest of three boys, born in Dothan Alabama; and

WHEREAS, George was educated in the Dothan School System. During high school and after graduation George worked several jobs in his home town. George was known for winning many talent shows and performing regularly at the Dothan Elks Club doing many renditions of James Brown; and

WHEREAS, George is married to the love of his life Donna Tyson for 33 years; and

WHEREAS, George moved to Newark, New Jersey in his late twenties, he has 4 adult children: Eric Tyson, Chelishia Tyson-Burwell, Joshua Tyson and Jasmin Tyson; and

WHEREAS, George is known for being a hard-working husband and father, who worked 2 jobs: George worked for the Marriott Courtyard (part-time) for 26 Years; Cocoa Cola (full-time) for 28 years in various positions; and

WHEREAS, George enjoy listening to music; mostly James Brown, who and still is his favorite artist, George also loves watching his favorite TV shows the Sopranos and Power; and

WHEREAS, George loves to travel with his wife Donna on cruises and road trips; and

WHEREAS, after retirement George plans to obtain a part time job and travel more. George and his wife will be relocating and enjoying their new retirement home in High Point, N.C.; and

WHEREAS, officially on Friday, April 20th, 2018 at 8:00 p.m. the Celebration of Retirement for Mr. George E. Tyson and his wife Donna Tyson will be celebrated with family, friends and co-workers at the Costa Del Sol, in Union, NJ.

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that it wishes GEORGE E. TYSON good health in his retirement years; and

BE IT FURTHER RESOLVED that a copy of this resolution be spread upon the minutes of the Municipal Council as a lasting tribute to GEORGE E. TYSON.

Adopted
Absent: Cox

Hudley – Lyons 6. Authorize Shared Services Agreement with Irvington Public Library for Licensed Qualified Purchasing Agent Services – 4 Years at Monthly Rate of \$2,916.66

A SHARED SERVICES AGREEMENT WITH THE TOWNSHIP OF IRVINGTON AND IRVINGTON LIBRARY FOR THE PROVISION OF PURCHASING SERVICES; SPECIFICALLY THE SERVICE OF A QUALIFIED PURCHASING AGENT (QPA)

WHEREAS, the Township entered into the shared service agreement with the Library for QPA service on June 14, 2016; and

WHEREAS, the shared-service agreement was for a period of two years, which will expired on June 15, 2018; and

WHEREAS, the Township of Irvington and the Library would like to extend the shared service agreement for four years under the same terms and conditions of the original agreement; and

WHEREAS, the Library Board of Trustees finds that it is the public interest to enter a shared service agreement, pursuant to the provisions of NJSA 40A:65-1 et seq., the Uniformed Shared Services and Consolidation Act, to enter such an agreement for QPA services to be provided by the Township; and

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that a shared-service agreement between the Township and Library Board is hereby authorized for a Qualified Purchasing Agent (QPA) service.

BE IT RESOLVED that this shared-service agreement shall start on June 16, 2018 and expire on June 15, 2022; and

BE IT RESOLVED Attorney is hereby authorized and directed to review and approve shared-service agreement and the Mayor and Township Clerk are authorized and directed to sign the same; and

BE IT RESOLVED that the Irvington QPA - Althea Headley is, by virtue of entering this QPA shared service agreement is appointed the QPA for the Irvington Library and a copy of this resolution along with Althea Headley's QPA license will be submitted to Division of Local Government Service.

Adopted
Absent: Cox

Jones – Burgess 7. Designate Jersey Guys Property Management, LLC as Redeveloper of 3 May Street, Block 218 and Lot 17

RESOLUTION OF THE TOWNSHIP OF IRVINGTON, IN THE COUNTY OF ESSEX AUTHORIZING THE DESIGNATION OF JERSEY GUYS PROPERTY

**MANAGEMENT, LLC AS REDEVELOPER OF CERTAIN PROPERTIES
LOCATED WITHIN THE TOWNSHIP OF IRVINGTON**

WHEREAS, pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "LRHL"), the Mayor and Municipal Council of the Township of Irvington (the "**Township Council**"), by resolution dated November 9, 2016 designated as an "area in need of rehabilitation" the entire area of the Township of Irvington, in the County of Essex (collectively, the "**Property**") and including without limitation, real property within the Township known as;

(a) 3 May Street, Block 218 and lot 17;

(the "Properties") as an area in need of rehabilitation pursuant to the LRHL (the "Rehabilitation Area"); and

WHEREAS, pursuant to N.J.S.A. 40A:12A-4(a)(3) and N.J.S.A. 40A:12A-7 the Township Council is empowered to adopt a redevelopment plan pursuant to which redevelopment projects are to be undertaken or carried out within an "area in need of redevelopment," and

WHEREAS, pursuant to that authority the Township Council caused a redevelopment plan for the Property to be prepared, entitled the *Redevelopment Plan Township-Wide Area in need of Rehabilitation* (the "**Redevelopment Plan**"); and

WHEREAS, the Township Council duly adopted a redevelopment plan governing the Rehabilitation Area, including, but not limited to, the Property above; and;

WHEREAS, the Township Council has determined to exercise the powers of redevelopment and serve as the "Redevelopment Entity" responsible for carrying out the redevelopment projects in the Rehabilitation Area in accordance with the Redevelopment Plan and pursuant to N.J.S.A. 40A: 12A-4(c); and

WHEREAS, Jersey Guys Property Management, LLC was assigned tax lien Certificate No 05-171 by the Township of Irvington Tax Collector on January 19, 2016. Jersey Guys Property Management, LLC subsequently foreclosed on the Tax Lien and was granted final judgment of Foreclosure and thereby assumed title of ownership on the property on November, 10, 2016.

WHEREAS, Jersey Guys Property Management, LLC whose address is 34 Rockview Avenue, N. Plainfield, New Jersey 07060 (the "Redeveloper") submitted to the Township a Redeveloper's Application outlining the concept for the rehabilitation of the Property into residential units (the "Project") for review and consideration as to that portion of the Rehabilitation Area identified as the Property; and

WHEREAS, the Redeveloper submitted information in its Redeveloper's Application outlining its financial capabilities, experience, expertise and project concept

descriptions for the Project and requested designation by the Township as the redeveloper for the Project; and

WHEREAS, the Township evaluated the Redeveloper's proposal according to criteria which included project concept descriptions and made the determination that the redevelopment of the Property thereof is in accordance with applicable provisions of the Redevelopment Plan will contribute to the rehabilitation of the Township in accordance with the legislative intent, goals and objectives of LRHL; and;

NOW THEREFORE, BE IT RESOLVED by the Municipal Council of the Township of Irvington, 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 Developer. Jersey Guys Property Management, LLC is hereby designated as redeveloper, pursuant to N.J.S.A. 40A:12A-1 et seq., of the Project, subject to transfer of title of the Properties to the Redeveloper and the subsequent execution of a Redevelopment Agreement once transfer has taken place.

3 Execution of the Escrow Agreement to cover the Township's cost of Foreclosing on the Property.

4 Effective Date. This resolution shall take effect immediately.

Exhibit A - Escrow Agreement

EXHIBIT A

Escrow Agreement

REDEVELOPER AGREEMENT

By and Between

THE TOWNSHIP OF IRVINGTON

As Redevelopment Entity

and

Jersey Guys Property Management, LLC.

as Redeveloper

Dated: April 17, 2018

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THIS REDEVELOPER AGREEMENT (the “**Agreement**”) made this 17th day of April, 2017 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

Jersey Guys Property Management, LLC whose address is **34 Rockview Avenue, North Plainfield, New Jersey, 07060** (together with permitted successors or assigns hereinafter referred to as the “**Redeveloper**”);

WITNESSETH

WHEREAS, the Municipal Council of the Township of Irvington (the “**Township Council**”) designated the entire area of the Township as an area in need of rehabilitation (the “**Rehabilitation Area**”) by Resolution UEZ 15-0623-9, dated June 23, 2015, after receiving a report from the Township Engineer that within the entire area of the Township, the water and sewer lines are at least 50 years old and are in need of substantial maintenance, and that the designation of the Rehabilitation Area as an area in need of rehabilitation is expected to prevent further deterioration and to promote the overall development of the Township (the “**Report**”) and in accordance with the requirements of *N.J.S.A. 40:12A-14*; and

WHEREAS, pursuant to *N.J.S.A. 40:12A14*, prior to the adoption of a resolution designating the Rehabilitation Area as an area in need of rehabilitation, the Township Council submitted a copy of the proposed resolution designating the Rehabilitation Area as an area in need of rehabilitation to the Township Planning Board (the “**Planning Board**”) for its review; and

WHEREAS, the Planning Board reviewed Resolution UEZ 15-0623-9 prior to its adoption and recommended that the Rehabilitation Area satisfied the statutory criteria for it to be designated as an area in need of rehabilitation in accordance with the requirements of *N.J.S.A. 40A:12A-14*; and

WHEREAS, the Redeveloper is the owner of certain property designated as Tax Block 218 and Lots 17, more commonly known by the street addresses commonly known as 3 May Street, Irvington, New Jersey 07111 (the “**Property**”); and

WHEREAS the Property is located in the Rehabilitation Area; and

WHEREAS, the project proposed by the Redeveloper is contemplated to consist of six units, all of which (3 May Street) will receive HOME funds in the amount of \$40,000.00 each to make all six (6) units as affordable to extremely low and very low income residents.

WHEREAS, the Property is currently subject to the *Township-Wide Area in need of Rehabilitation Redevelopment Plan* (the “**Existing Redevelopment Plan**”) which was duly adopted by the Municipal Council of the Township of Irvington (the “**Township Council**”) pursuant to the *Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq.* (the “**Redevelopment Law**”) and in accordance with the procedures set forth therein; and

WHEREAS, in accordance with the Redevelopment Law and by resolution duly adopted on UEZ 15-0623-9, dated June 23, 2015 the Township Council authorized the Planning Board to conduct a preliminary investigation of the Property to determine if the Property meets the criteria of an area in need of redevelopment under the Redevelopment Law, (the “**Redevelopment Area**”); and

WHEREAS, pursuant to *N.J.S.A. 40A:12A-4(a)(3)* and *N.J.S.A. 40A:12A-7* the Township Council is empowered to adopt a redevelopment plan pursuant to which redevelopment projects are to be undertaken or carried out within an “area in need of redevelopment,” and

WHEREAS, in accordance with the provisions of *N.J.S.A. 40A:12A-7* the Township utilized the Planning Board's experience and expertise in evaluating a proposed redevelopment plan (the “**Redevelopment Plan**”) for the Redevelopment Area to determine, among other things, its consistency with the Township's land use and redevelopment goals and objectives; and

WHEREAS, the Planning Board reviewed the Redevelopment Plan and forwarded the Redevelopment Plan to the Township Council for adoption, which Redevelopment Plan was adopted by Ordinance No. UEZ 15-0623-9, dated June 23, 2015 in accordance with the requirements of *N.J.S.A. 40A:12A-7*; and

WHEREAS, pursuant to *N.J.S.A. 40A:12-4*, the Township has determined to act as the “Redevelopment Entity” (as such term is defined at *N.J.S.A. 40A:12A-3*) for the Redevelopment Area to exercise the powers contained in the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “Act”); 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 for 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 in accordance with the legislative intent, goals and objectives of the Act; 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” (as defined in the Act) 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 1

DEFINITIONS

1.01. Definitions. As used in this Agreement the following terms shall have the meanings ascribed to such terms below. Terms listed below in the singular form shall include the plural and words listed in the plural shall include the singular. Whenever the context may require, any pronoun that is used in this Agreement shall include the corresponding masculine, feminine and neuter. Unless otherwise noted, the words "include," "includes" and "including" when used in this Agreement shall be deemed to be followed by the phrase "without limitation". The words "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 or unduly delayed," unless otherwise specified. All references to Sections, Articles or Exhibits shall refer to Sections, Articles or Exhibits in this Agreement unless otherwise specified.

“Act” shall mean the New Jersey Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.*

“Applicable Laws” shall mean all federal, state and local laws, ordinances, approvals, rules, regulations and requirements applicable thereto including, but not limited to, the Act, 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 Building or Construction Official in recordable form that the Redeveloper has Completed Construction of the Project (or a relevant Phase or portion thereof) in accordance with the requirements of this Redevelopment 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.

“Declaration of Covenants and Restrictions” shall mean the filing with the office of the Essex County Clerk 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 this Agreement is executed by the Township and Redeveloper.

“Event of Default” is defined in Section 6.01.

“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 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.

“Insurance Requirements” no applicable.

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

“Notice” is defined in Section 6.07

“Planning Board” shall be as defined in the recitals hereto..

“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.

“Property” shall be as defined in the recitals hereto.

“Redeveloper” shall be as defined in the preamble hereto.

“Redevelopment Entity” shall mean the Township acting in its capacity as a redevelopment entity pursuant to the Act and/or any permitted successors or assigns.

“Redevelopment Fee” is defined in Section 4.05

“Redevelopment Plan” shall be as defined in the recitals hereto.

“Rehabilitation Area” shall be as defined in the recitals hereto.

“State” shall mean the State of New Jersey.

“Termination Notice” is defined in Section 6.02.

“Township” shall be as defined in the preamble hereto.

“Township Costs” shall mean all reasonable and necessary costs and expenses of the Township incurred in negotiation and implementation of this Agreement, including outside engineering and financial consultants fees, costs of counsel and any planning

professionals. “Township Costs” shall not include charges for services performed in the ordinary course of employment by Township employees.

“Township Council” shall be as defined in the recitals hereto.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES

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

(a) The Redevelopment Plan has been duly adopted in compliance with all Applicable Laws and is 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 Act 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, and to the best of the Township's knowledge and belief are 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 Act, Applicable Laws and the Redevelopment Plan.

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

(a) Redeveloper has the legal capacity to enter into this Agreement and perform each of the undertakings set forth herein and in the Redevelopment Plan as of the date of this Agreement.

(b) Redeveloper is duly organized and a validly existing legal entity under the laws of the State and all necessary resolutions have been duly adopted to authorize the execution and delivery of this Agreement and to authorize and direct the persons executing this Agreement to do so for and on Redeveloper's behalf.

(c) 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.

(d) 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.

(e) 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, any outside legal counsel, 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.

(f) To the best of their knowledge after diligent inquiry, 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.

(g) Redeveloper is financially and technically capable of developing, designing, financing, constructing, operating, and maintaining the Project.

(h) 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 the Redeveloper shall have been filed as of the Effective Date.

(i) 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.

(j) No indictment has been returned against any official of Redeveloper with respect to any transaction related to the transactions contemplated by the terms of this Agreement.

ARTICLE 3

COVENANTS AND RESTRICTIONS

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

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 shall:

(a) Redeveloper shall construct the Project on the Property in accordance with the Redeveloper Application and the Redevelopment Plan.

(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 a copy of which must be provided to the Department of Economic Development and Grants Oversight.

(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 develop, finance, construct, operate and maintain the Project consistent 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.

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

3.03. Effect and Duration of Covenants. It is intended and agreed that the covenants and restrictions set forth in Section 3.02 shall be covenants running with the affordability restriction attached to this properties. 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. Notwithstanding the foregoing, the agreements and covenants set forth in Article 3.02 shall cease and terminate upon the issuance of a Certificate of Completion for such improvements, provided however, that the covenant in Section 3.02(c) shall remain in effect without limitation as to time.

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

4.01. General Scope of Project. It is understood and agreed by and between the parties that Redeveloper has the right to develop the Project Parcels consistent with the terms of Applicable Laws, Government Approvals, the Redevelopment Plan, and this Agreement.

4.02. Redeveloper Deadline: All six units shall be completed no later than July 31, 2018. Failure to complete by said date without prior approval will result in the Township exercising its rights

4.03. Certificates of Occupancy and Certificates of Completion. (a) Upon Completion of Construction pursuant to 4.02, Redeveloper shall apply to the appropriate governmental officer or body for a Certificate of Occupancy.

(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.

4.04. First Source Employment. The Redeveloper shall make good faith efforts to employ and shall provide in its contracts with its contractors and subcontractors that they must make good faith efforts to employ residents of the Township in the construction of the Project in accordance with Chapter 15 of the Township's Municipal Ordinance. In addition to the foregoing, and consistent with market wages, the Redeveloper shall make good faith efforts to employ residents of the Township in the operation of the Project. The Redeveloper agrees to cooperate with the Township or its designee in developing a plan to coordinate training programs and employment recruitment efforts for Township residents. The Redeveloper will cooperate with efforts to recruit Township residents for all employment opportunities in connection with the Project, including participation in the Township job fairs and utilization of its central registry. The Redeveloper agrees to meet with appropriate Township officials to determine the status of recruitment and training efforts, and to plan future employment training and recruitment activities. All contracts entered into by the Redeveloper for the construction of the Project shall contain appropriate language to effectuate this provision. The Redeveloper shall submit quarterly reports to the Township regarding compliance with this Section 5.04. In addition, the Redeveloper covenants to enforce its contracts with its contractors and subcontractors if such parties are not in compliance with this Section.

4.05. Redevelopment Fee. Not applicable.

ARTICLE 5

EVENTS OF DEFAULT; TERMINATION

5.01. Events of Default. Any one or more of the following shall constitute an “Event of Default” hereunder, subject to Force Majeure Extension and tolling as provided elsewhere in this Agreement:

(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.

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.

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.

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.

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.

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 Redevelopment 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

MISCELLANEOUS

6.01. 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.

6.02. 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. Redeveloper, and its employees, officers, or members shall not be personally liable to Township in the event of any default or breach by Redeveloper, or for any amount which may become due to Redeveloper or its successor, or any obligation under the terms of this Agreement.

6.03. 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 Developer and the Director of the Department of Economic Development and Grants Overnight.

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

6.05. 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.

6.06. 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.

6.07. 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: Genia C. Philip, Esq, Director,
Township of Irvington
Department of Economic Development and Grants
Oversight
Municipal Building, 1 Civic Square, Room 102
Irvington, New Jersey 07111

To Redeveloper: Anthony Baker
Jersey Guys Property Management, LLC
34 Rockview Avenue
North Plainfield, New Jersey 07060

With copies to:

6.08. 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 in the event that the indemnification is attributable to the gross negligence of the Township.

6.09. 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 verify: (i) the Township's full and final approval of the Project for the subject Property (ii) obtain all required final approvals, not subject to any opportunity of appeal by anyone, from the Township of Irvington, County of Essex, State of New Jersey, and/or such other necessary governmental and quasi-governmental boards or agencies having jurisdiction over the Property (collectively known as the "Government Entities") 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 6.09(a) are not obtained by May 31, 2018 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 Plan; 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.

IN WITNESS WHEREOF, the parties have executed this Redeveloper Agreement effective as of the latest date of the signatures affixed hereto.

Jersey Guys Property Management, LLC

BY: _____

Anthony Baker

Title: Owner

Township of Irvington

Department of Economic Development and Grants Oversight

Genia C. Philip, Esq, Director

EXHIBIT A

FORM OF DECLARATION OF COVENANTS AND RESTRICTIONS

Affordable Housing Covenants

Sale, Lease and Use of the Property is governed by the Deed of Easement and Restrictive Covenants filed against the Property and recorded in the Essex County Clerk's Office on _____ instrument number _____, Deed Book _____ at Page _____, and is subject to all remedies set forth in the Restrictions.

The development of this Property has been subsidized by the Township of Irvington (the "Township") with funding from HOME Program Funds ("HOME") from the United States Department of Housing and Urban Development (HUD). The intent of the Affordable Housing Covenants is to bind the Grantee, its successors and/or assigns, those certain encumbrances, conditions, covenants, and restrictions set forth below, which encumbrances, conditions, covenants, and restrictions are expressly being made for the benefit of the Township and the public at large. The Township's Department of Economic Development and Grants Oversight shall serve as the administrative agent hereunder (the "Administrative Agent")

The Property is subject to the U.S. Department of Housing and Urban Development's ("HUD") HOME Program regulations and procedures governing resale. Specifically, the resale of the Property by the Grantee named herein or any future grantee must meet the affordability requirements set forth in 24 CFR 92.252 and 24 CFR 92.254 (the "Regulations"), as applicable, and as amended from time to time. Consistent with the Regulations, the following covenants (the "Affordable Housing Covenants") shall run with the land for the period of time specified herein and commencing on the date hereof:

- A. The project proposed by the Redeveloper is contemplated to consist of six unit, residential apartment building will receive HOME funds in the amount of \$40,000.00 to make said property affordable rental units.

- B. The Property shall remain subject to the affordability requirements of the Regulations for a period of twenty (20) years from the date hereof (the “Restricted Period”);
- C. During the Restricted Period, the owner or subsequent owner shall at all times maintain the Property as affordable pursuant to the terms of this agreement
- D. The Property shall be conveyed only to a household who intends to occupy the Property as its principal residence and who has been approved in advance and in writing by the Administrative Agent in accordance with the Regulations.
- E. The Property shall only be sold for an amount that does not exceed the maximum resale price (the “MRP”) as established by the Township pursuant to the Regulations; and,
- F. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, “Debt”) secured by the Property, may be incurred except as approved in advance and in writing by the Township. At no time shall the Township approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percent (95%) of the applicable MRP.
- G. Except as set forth in G, below, at no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Township.
- H. If the Property is a two-family home, the owner shall lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the Township, and shall submit for written approval of the Township copies of all proposed leases prior to having them signed by any proposed tenant.
- I. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Township.

Remedies for Breach of Affordable Housing Covenants

A breach of the Affordable Housing Covenants will cause irreparable harm to the Township and to the public. Therefore, in accordance with the Regulations:

- A. In the event of a threatened breach of any of the Affordable Housing Covenants by the Sub-Grantee, or any successor in interest or other owner of the Property, the Township shall have all remedies provided for at law or equity, including the right to seek injunctive relief or specific performance.

- B.** Upon the occurrence of a breach of any Affordable Housing Covenants by the Grantee, or any successor in interest or other owner of the Property, the Township shall have all remedies provided at law or equity, including but not limited to forfeiture, foreclosure, recouping any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, specific performance, and any other remedies provided for at law or equity.

REDEVELOPER APPLICATION

EXHIBIT B

Adopted

Absent: Cox

Burgess – Lyons 8. Authorize Use of \$40,000.00 in HUD/HOME Funding for the Purposes of GAP Funding to Complete the Development of a Six Unit Residential Housing Project at 3 May Street, Block 218 and Lot 17 to Jersey Guys Property Management, LLC

RESOLUTION

Jersey Guys Property Management, LLC

WHEREAS, per HUD rules and regulations, all HUD/HOME and HOME CHDO Funds must be obligated within a 2 year period and expended within a 5 year period; and

WHEREAS, Jersey Guys Property Management, LLC is currently developing a six (6) unit residential housing project in the Township's South Ward, Irvington; specifically 3 May Street, Block 218 and Lot 17 of which six (6) units will be available to very low and low income eligible persons or families; and

WHEREAS, Jersey Guys Property Management, LLC has demonstrated its commitment of redevelopment and revitalization in the Township of Irvington by increasing the supply of affordable housing in the Township of Irvington; and

WHEREAS, the Township of Irvington wishes to support redevelopment and revitalization initiatives throughout the Township of Irvington and has access to abandoned properties located in the targeted area of redevelopment where Jersey Guys Property Management, LLC; and

WHEREAS, the Township of Irvington Department of Economic Development and Grants Oversight has collected all necessary applications and documentation as well as have taken the steps to access the capacity and ability of Jersey Guys Property Management, LLC to complete the planned redevelopment; and

WHEREAS, the Township of Irvington, Department of Economic Development and Grants Oversight fully supports and has HOME funds to assist in the financing of affordable housing for low- and moderate-income Irvington families; and

WHEREAS, the Township of Irvington, Department of Economic Development and Grants Oversight wishes to award \$40,000.00 in HUD/HOME Jersey Guys Property Management, LLC for the purposes of GAP funding to complete the project pursuant to the terms of the Redeveloper's Agreement. The total project cost is \$452,250.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that the Township does hereby ratify and approve the provision of HUD/HOME Program funds to Jersey Guys Property Management, LLC in the amount set forth on the request for Approval/Director Authorization Form, in amount of \$40,000.00 to put on file in the Township Clerk's Office; and.

BE IT FURTHER RESOLVED that the aforesaid funds for Jersey Guys Property Management, LLC are to be used for the new construction and/or rehabilitation of homes for low- and moderate-income Irvington families in the targeted area of redevelopment; and

BE IT FURTHER RESOLVED that pursuant to N.J.A.C. 5:34-5.2, the required Certification of Availability of Funds Cert. No. C8-00314 in the amount of \$40,000.00 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-21-41-850-18A-803.

Adopted
Absent: Cox

Burgess – Frederic 9. Commemoration - Earth Day and Anti-Graffiti Day, 2018

2018
EARTH DAY AND ANTI-GRAFFITI DAY

WHEREAS, 48 years ago Americans joined together on EARTH DAY in a united exhibition of concern for the environment, and their shared action resulted in the passage of sweeping new legislation to protect our air, water and land; and

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

WHEREAS, EARTH DAY, 2018 is a national and international cry for action that all citizens join in a world effort to save the planet Earth, to preserve plants, animals and natural communities that represent the diversity of life on Earth by protecting the lands and waters they need to survive; and

WHEREAS, the activities and events of EARTH DAY, 2018 will serve to teach all citizens of the importance of acting in an environmentally sound fashion by recycling, conserving energy and water, using efficient transportation, adopting more ecologically sensitive lifestyles, buying and utilizing products which are environmentally safe, and supporting the adoption of laws demonstrating concern for the environment:

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that we do hereby proclaim the importance of Earth Day, April 22, 2018 and as such will celebrate it as well as Anti-Graffiti Day in the Township of Irvington during the month of April, 2018.

Adopted
Absent: Cox

10. Communications and Petitions

A. Communications

None

11. Pending Business

None

12. Miscellaneous

A. Bingos and Raffles

Jones – Lyons 1. Sacred Heart of Jesus Church

Adopted

NON-CONSENT AGENDA ITEMS

8. Ordinances, Bills & Claims

A. Ordinances on 1st Reading

Burgess – Jones 1. Amend Ordinance Creating Abandoned Property List to Authorize Abandoned Property Public Officer and the Designation of Qualified Rehabilitation Entities

AMENDMENT TO AN ORDINANCE CREATING AN ABANDONED PROPERTY LIST TO AUTHORIZE THE ABANDONED PROPERTY PUBLIC OFFICER AND THE DESIGNATION OF QUALIFIED REHABILITATION ENTITIES

Adopted
Absent: Cox, Frederic

C. Bills & Claims

Jones – Burgess 1. Bill List

RESOLVED THAT THE BILLS AND CLAIMS AGAINST THE TOWNSHIP OF IRVINGTON FOR A PERIOD APRIL 24, 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	\$1,173,426.12
TOTAL	\$1,173,426.12

Adopted
No: Inman
Absent: Cox, Frederic

Jones – Burgess 2. Payrolls

March 16, 2018 through April 6, 2018

REGULAR	OVERTIME	OTHER EARNED	TOTAL
\$654,250.48	\$32,618.17	\$12,553.49	\$699,422.14

March 29, 2018 through April 2, 2018

REGULAR	OVERTIME	OTHER EARNED	TOTAL
\$ -0-	\$ -0-	\$19,820.05	\$19,820.05

March 25, 2018 through April 15, 2018

REGULAR	OVERTIME	OTHER EARNED	TOTAL
\$947,829.03	\$102,674.82	\$99,142.06	\$1,149,645.91

Adopted
No: Inman
Absent: Cox, Frederic

NOTE: Council Member Frederic arrived at this point at 8:07 and informed the Municipal Clerk to record her vote as yes for all items of on the consent agenda.

9. Resolutions & Motions

A. Resolutions

Jones – Burgess 10. Authorize Increase in Redevelopment Counsel Contract of \$173,257.86 – Total Contract Price - \$ 323,257.86 - McManimon, Scotland and Baumann – Contract Paid Through Capital and Escrow Accounts

**A RESOLUTION INCREASING THE NOT TO EXCEED AMOUNT FOR
REDEVELOPMENT COUNSEL SERVICE CONTRACT TO MCMANIMON,
SCOTLAND AND BAUMANN**

WHEREAS, resolution number DA 17-0124-5 was approved by the Municipal Council on January 24, 2017 for redevelopment activities with respect to various redevelopment plans; and

WHEREAS, McManimon, Scotland and Baumann completed the required work pursuant to the request of the Administration and invoices were submitted for escrow work for an amount of \$173,257.86; and

WHEREAS, the total service contract must be amended to include the additional work; and

THEREFORE, BE IT RESOLVED, that the contract for redevelopment counsel is hereby amended to an amount not to exceed \$323,257.86 to McManimon, Scotland and Baumann of 75 Livingston Ave, Roseland, NJ 07068; and

BE IT RESOLVED, that the Mayor be and is hereby authorized to execute amended contract for this service with McManimon, Scotland and Baumann; and

BE IT RESOLVED, Chief Financial Officers will remit payment to the vendor for the total sum of \$173,257.86 charged to account number C-04-56-849-016-905, paid on PO# 17-03775 and 7-01-55-008-000-005 on purchase order number 17-05833.

Council President Lyons spoke.

Adopted
No: Inman
Absent: Cox

Hudley – Burgess 11. Authorize Emergency Contract to Repair Sewer Collapse on Union Avenue between Chancellor Avenue and Berkshire Place Based Upon Low Quotation - Diamond Mason Contractors LLC - \$68,500.00

RESOLUTION TO AWARD AN EMERGENCY CONTRACT TO REPAIR SEWER COLLAPSED LOCATED AT UNION AVE. (BETWEEN CHANCELLOR AVE AND BERKSHIRE PLACE)

WHEREAS, the sanitary sewer located at Union Ave between (Chancellor Ave and Berkshire place) collapsed and:

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

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

WHEREAS, two quotes were obtained from Diamond Mason Contractors LLC for \$68,500.00 and Your Way Constructions Inc., for \$79,000.00 and;

WHEREAS, Diamond Mason Contractors LLC provided the lowest quote and was called and the required repairs were done for the total sum of \$68,500.00 and;

WHEREAS, the Mayor has concurred with the amount and recommends that an emergency contract be awarded to Diamond Mason Contractors LLC of 280 S. Springfield Ave, Springfield, NJ 07081, and;

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that it ratifies the decision of the Director of Public Works and the Mayor to authorize an emergency contract in the amount of \$68,500.00 to Diamond Mason Contractors LLC of 280 S. Springfield Ave, Springfield, NJ 07081 and;

BE IT FURTHER RESOLVED, that the required certification of availability of funds C8-00308 in the amount of \$68,500.00 from account number 8-01-21-165-165-299 has been obtained from the Chief Financial Officer to repair the sewer emergency.

Adopted
No: Inman
Absent: Cox

Burgess – Frederic 12. Declare Support for Drunk Driving Enforcement Grant from May 1, 2018 through May 31, 2018 and Authorize Acceptance of \$11,753.94 in Grant Funds

Proclamation/Resolution
Supporting the
2018 Drunk Driving Enforcement
May 1, 2018 – May 31, 2018
And Accepting \$11,753.94 in Grant Funds

WHEREAS, impaired drivers on our nation's roads kill someone every 30 minutes, 50 people per day, and almost 18,000 people each year: and

WHEREAS, there were 10,497 deaths from alcohol-related crashes during 2016, according to the National Highway Traffic Safety Administration, an average of close to 29 deaths per day. Nearly 10 percent of those killed in alcohol-related crashes were 14 years old and under.

WHEREAS, the State of New Jersey, Division of Highway Traffic Safety, has asked law enforcement agencies throughout the state to participate in the Drunk Driving Enforcement Grant.

WHEREAS, the project will involve increased impaired driving enforcement from May 1, 2018 – May 31, 2018; and

WHEREAS, an increase in impaired driving enforcement and a reduction in impaired driving will save lives on our roadways;

NOW, THEREFORE BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that the Irvington Township Council declares support for the Drunk Driving Enforcement Grant from May 1, 2018 through May 31, 2018, accepts the amount of the grant for \$11,753.94 and pledges to increase awareness of the dangers of drinking and driving.

Adopted
Absent: Cox

12. Miscellaneous

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

Lovely Defendre, 133 Florence Avenue

Council President Lyons addressed the issues raised by the above referenced citizen.

13. Adjournment

There being no further business, the meeting was adjourned at 8:16 P.M.

David Lyons, Council President

Harold E. Wiener, Municipal Clerk