

REGULAR COUNCIL MEETING
JUNE 26, 2018

Council Chamber, Municipal Building
Irvington, N.J. – Tuesday Evening
June 26, 2018 - 8:00 P.M.

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

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

Absent: Charnette Frederic (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 – June 12, 2018
2. Irvington Public Library – 2015 Corrective Action
3. Irvington Public Library – 2016 Corrective Action Report
4. Irvington Public Library – 2017 Corrective Action Report
5. Joint Meeting – Minutes – April 19, 2018
6. Municipal Court Electronic Collections Report Through May, 2018

7. Reports of Committees

- A. Bid Results – 2018 Road Resurfacing Program, Phase 1 - June 6, 2018
- B. Bid Results – Removal of Leaves, Brush and Vegetative Waste - June 19, 2018
- C. Requests for Proposal Results – Various Professional Services - June 19, 2018

8. Ordinances, Bills & Claims

A. Ordinances on 1st Reading

None

B. Ordinances on 2nd Reading

None

9. Resolutions & Motions

A. Resolutions

Cox – Hudley 1. Authorize Abatement of Sewer User Charges on 18 Properties

RESOLUTION TO ABATE ANNUAL SEWER CHARGE

WHEREAS, the properties located below were charged an annual sewer user fee; and

WHEREAS, the properties listed below may be unoccupied and/or vacant land and are not subject to the annual sewer user fees listed below in the amounts listed below including interest good through June 30, 2018; and

WHEREAS, New Jersey American Water Company has forwarded letters stating the water service was discontinued and there is no water usage at the properties:

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that the Tax Collector is authorized and directed to remove the charges as listed below from the following properties as listed below:

Address	Block	Lot	Amount	Interest Through 6/30/18	Total Amount
81-83 – 40 th Street	367	18	\$360.00	\$ 9.52	\$ 369.52
26 Argyle Terrace	130	32	\$360.00	\$ 9.52	\$ 369.52
40 – 22 nd Street	137	12	\$540.00	\$14.28	\$ 554.28
40 Maple Avenue	210	17	\$165.00	\$ 3.96	\$ 168.96
77 – 79 – 22 nd Street	148	28	\$360.00	\$ 5.04	\$ 365.04
122 Montgomery Avenue	168	6	\$180.00	\$ 4.76	\$ 184.76
126 – 128 Ellis Avenue	162	6	\$360.00	\$ 9.52	\$ 369.52
140 Maple Avenue	215	5	\$360.00	\$ 9.52	\$ 369.52
195 – 21 st Street	151	21	\$360.00	\$ 9.52	\$ 369.52
331 – 333 – 17 th Avenue	151	31	\$1,080.00	\$28.56	\$1,108.56
250 W. 19 th Avenue	103	20	\$720.00	\$19.04	\$ 739.04
254 – 21 st Street	153	7	\$360.00	\$ 9.52	\$ 369.52
271 – 21 st Street	154	36	\$360.00	\$ 9.52	\$ 369.52
862 Lyons Avenue	341	22	\$360.00	\$ 9.52	\$ 369.52
885 – 18 th Avenue	55	12	\$3,420.00	\$153.91	\$3,573.91
1008 Clinton Avenue	214	21	\$540.00	\$14.28	\$ 554.28
1059 Grove Street	215	35	\$360.00	\$ 9.52	\$ 369.52
243 – 245 Munn Avenue	64	4	\$720.00	\$19.04	\$ 739.04

Adopted

Absent: Frederic

Burgess – Jones 2. Authorize Assignment of Tax Sale Certificate – 247 – 249 Munn Avenue, Block 64, Lot 5

RESOLUTION AUTHORIZING ASSIGNMENT

WHEREAS, N.J.S.A. 54:5-113 authorizes assignment by a municipality of tax sale certificates for the full amount of the certificate, including all subsequent municipal taxes and other municipal charges; and.

WHEREAS, Golden Sun Management, LLC has presented an offer to purchase, by assignment, Certificate of Sale #110466 which was issued to the Municipality of the Township of Irvington at a tax sale held June 28, 2011 on Block 64, Lot 5, known as 247-249 Munn Ave, Irvington, NJ and assessed to Tidd, Sherwyn & Sharon Anthony in the amount of \$33,722.29, being the full amount of the certificate through June 8, 2018, including all subsequent municipal taxes and other municipal charges.

NOW, THEREFORE, BE IT RESOLVED, that the Municipality of the Township of Irvington hereby authorizes the Municipal Council to execute the necessary assignment document to effect assignment of the above-referenced Certificate of Sale.

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Tax Collector.

Adopted
Absent: Frederic

Lyons – Burgess 3. Resolution of Sorrow - Pierre Ambroise Emile

RESOLUTION OF SORROW PIERRE AMBROISE EMILE

WHEREAS, the Municipal Council of the Township of Irvington wishes to express their deepest sorrow on the passing of Pierre Ambroise Emile; and

WHEREAS, it is at Cazale, this Polish region of Haiti where was born a star: Pierre Ambroise Emile, 4th of eight children on January 31, 1931 from the marital union of Dalzon and Dieudonne Emile; and

WHEREAS, growing up in a very respectable family, and of great reputation, it was therefore easy to display an exemplary behavior in relation to the young boys in the region. In July 1966, he received the evangelical baptism to become one of the emblematic figures of his church and have since became Seventh Day Adventist Christians; and

WHEREAS, as well, it has not had to face of great resistance to win his soul sister, in the person of Mary Dieula Philogene, and both get married on November 11, 1967; and

WHEREAS, the Lord blessed this couple and they gave birth to three children: Dr. Jean Wutnel Emile, Marie Ketia Emile and lovely Emile; and

WHEREAS, man of God, responsible spouse and father model, his prime concern was to teach his children the true Christian values and family. But, the circumstances randomly did not allow him, like many, to enjoy the good family atmosphere, he was obliged to leave his country to go first to French Guiana in June 1976, and then to the United States of America in March 1982; and

WHEREAS, Ambroise became a member of the Adventist Church Salem, Newark, NJ; and, his talent of leadership and secular has made him one of the pioneers and founders of the Adventist Church Capernaum, Neptune. Advanced in age, it has chosen to cohabit with his son to become successively Member of Churches Maranatha, Newark and Bethel at Irvington, NJ; and

WHEREAS, Ambroise fell ill on March 22, 2018 and made his transition on June 6, 2018. He has left an unforgettable expression to everyone he was acquainted with; and

WHEREAS, Ambroise leaves to cherish his legacy; his wife: Marie Dieula Philogene; his Children: Dr. Jean Wutnel Emile, Marie Ketia Emile Colas, Lovely Emile Larramé; his grandchildren: Wendell Emile, Jonathan Emile, Aurelie Kimberly Colas, Ketline Alisson Colas, Noah Eulys Colas, Pierre Larramé, Matthieu Larramé; his daughter-in-law Angelique Emile, and son-in-laws: Eulys Colas, Pierre Larramé; his sisters: Angela Emile, Jeanette Emile, Damene Louis and her husband, Fito Louis. His nieces and nephews: Chantal Cherestal and husband Pierre-Louis Cherestal, Charlie Emile, Enol Emile, Jean-Baptiste Emile, Carline Ribeiro, Guy Joseph Dorcelian, Marie Germania Saintvil, and husband Macorel Saintvil, Jean-Claude Emile, Cledio Emile, Dalton Emile, Julien Jean-Baptiste, Zephaniah Menard, Elysee Menard, Adnielle Menard, Edwidge Guzman, Jeanette Menard, Norzelie Saldana, James Louis, and wife Myrna Fenton-Louis, Bertrand Louis, and wife Nadege Louis, Fito Louis, and wife Alina Louis, Darvens Louis:

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that the Township of Irvington hereby mourns the loss of Pierre Ambroise Emile 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 Pierre Ambroise Emile.

Adopted
Absent: Frederic

Jones – Hudley 4. Authorize Acceptance of Amended Amount of Grant Funds From Essex County Division of Community Action to Provide Emergency Services to Essex County Residents - \$145,000.00

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 Emergency Services to Essex County residents for the contract price of \$60,000.00 during the 2018 program year of January 1, 2018–December 31, 2018 which has been amended to \$145,000.00 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

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that the Township of Irvington be and hereby authorized to execute a Grant Agreement with the Essex County Division of Community Action as sub-recipient of amended Community Service Block Grant funds in the amount of \$145,000.00.

BE IT FURTHER RESOLVED that the Township of Irvington does hereby accept the award of \$145,000.00 for such activities.

Adopted
Absent: Frederic

Hudley – Lyons 5. Establish Handicapped Parking Space in Front of 59 Oak Avenue, 79 Norwood Avenue and 105 Park 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, requests have been made for restricted parking spaces in front of 59 Oak Avenue, 79 Norwood Avenue and 105 Park 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 59 Oak Avenue, 79 Norwood Avenue and 105 Park Place; and

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

Adopted
Absent: Frederic

Jones – Cox 6. Authorize Non-Fair and Open Contract for Auctioneering and Marketing Services – Max Spann Real Estate and Auction Company - Not To Exceed 10% of the Purchase Price

A RESOLUTION AUTHORIZING A NON-FAIR AND OPEN FOR AUCTIONEERING AND MARKETING SERVICE

WHEREAS, the Township of Irvington, in the County of Essex and State of New Jersey, is the need of an auctioneer to marketing and sell special tax liens (assigned sale under NJSA 55:19-101); and

WHEREAS, the Township would like to retain the service of a certified Auctioneer to provide service that includes managing and advertising the sale and auction of properties in the Township; and

WHEREAS, Max Spann Real Estate & Auction Company was provided a proposal to complete the required work at no cost to the Township and the Administration has reviewed and accepted the same; and

WHEREAS, Max Spann Real Estate & Auction Company shall charge a Buyers Premiums payable solely by the purchaser for an amount not to exceed ten percent (10%) to be added to the sales price of all tax liens; and

WHEREAS, this service will exceed the Pay to Play threshold and 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 June 06, 2018; and,

WHEREAS, the Township would like to award a Non Fair and Open contract to Max Spann Real Estate & Auction Company

WHEREAS, the anticipated term of this contract is one year starting on June 26, 2018 through June 27, 2019; and

WHEREAS, Max Spann Real Estate & Auction Company has completed and submitted a Business Entity Disclosure Certification which certifies that Max Spann Real Estate & Auction 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 Max Spann Real Estate & Auction Company 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 Max Spann Real Estate & Auction Company of 1325 Route 31, Annadale, NJ 08801; and,

BE IT FURTHER RESOLVED, the Auctioneer will charge a Buyer's Premium to all properties sold, payable solely by the purchaser for not an amount not to exceed ten (10) percent of be added to the sale paid by the purchase. The Township shall not incur any cost for this service; and

BE IT FURTHER RESOLVED, Max Spann Real Estate & Auction Co. is hereby retained as Auctioneer for the Township of Irvington for the sale of special tax liens to the highest bidder by open public sale at auction, the tax certificates ; and

BE IT FURTHER RESOLVED, a list of all tax liens that Max Spann Real Estate & Auction Co sells on behalf of the Township shall be approved by a separate resolution ; 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 notice of this action shall be published in newspapers as required by law by the Municipal Clerk.

Adopted
Absent: Frederic

Cox – Lyons 7. Authorize Purchases Over the Pay to Play Threshold of \$17,500.00 for Placement Agent for Tax Appeal Refunding Bond Anticipation Notes and Special Emergency Notes Series 2018 – Powell Capital Market, Inc. - \$24,317.28

AUTHORIZING PURCHASE OVER THE PAY TO PLAY THRESHOLD OF \$17,500.00 FOR PLACEMENT AGENT FOR TAX APPEAL REFUNDING BOND ANTICIPATION NOTES & SPECIAL EMERGENCY NOTES, SERIES 2018

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

WHEREAS, the Chief Financial Officer needs a placement agent for the issuance of Tax Appeal Refunding Bond Anticipation notes and Special emergency notes, series 2018; and,

WHEREAS, Power Capital Market, Inc., 280 Corporate Center, 3 Becker Farm Road, Roseland, NJ 07068-1745 has the necessary expertise and qualifications to provide the required service for the total sum of \$24,317.28

WHEREAS, in compliance with 19:44a-20.13 et., seq., Power Capital Market, Inc will exceed the Pay-to-Play threshold of \$17,500.00 for calendar year 2018; and,

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

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 the above vendor in excess of pay to play threshold \$17,500.00 but under the bid threshold of \$40,000.00; and

BE IT FURTHER RESLOVED, that the required certification of availability of funds C8-00330 in the amount of \$24,317.28 from account number C-04-55-843-012-902 has been obtained from the Chief Financial Officer.

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 addition vendors exceeding the bid threshold of \$17,500.00.

Adopted
Absent: Frederic

Hudley – Burgess 8. Authorize Purchases of Asphalt and Traffic Light Through the Morris County Cooperative Purchasing Program Over the \$40,000.00 Bid Threshold

AUTHORIZING PURCHASES UNDER THE MORRIS COUNTY COOPERATIVE PURCHASING PROGRAM OVER THE BID THRESHOLD OF \$40,000.00

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

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

WHEREAS, the list of vendors below will exceed the bid threshold of \$40,000.00 for calendar year 2017:

Name of Vendor	Contract Number	Commodity	Amount
Jen Electric	37	Traffic Light	\$125,000.00
Tilcon	6	Asphalt	\$95,000.00

WHEREAS, the Township of Irvington intends to enter into contracts with Morris County Co-op contract vendors over the bid threshold of \$40,000.00 through this resolution and properly executed purchase orders, which shall be subject to all the conditions applicable to current Co-op contracts.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Irvington authorizes the purchase of certain goods and services from those approved Morris County Co-op vendors over the bid threshold of \$40,000.00, pursuant to all the conditions of the individual contracts; and

BE IT FURTHER RESOLVED by the Township Council that, pursuant to the N.J.A.C. 5:30-5.5(b), the certification of available funds and resolutions shall be certified at such time as the goods or services are called for prior to placing the order for good or service in excess of \$40,000.00, and a certification of availability of funds is made by the Chief Financial Officer via an authorized purchase order; and

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

BE IT FURTHER RESOLVED a separate resolution will be submitted to the Municipal Council for all addition vendors exceeding the bid threshold of \$40,000.00.

Adopted
Absent: Frederic

Hudley – Burgess 10. Authorize Purchases of Various Equipment by State Contract Over the Bid Threshold of \$40,000.00

**AUTHORIZING PURCHASES UNDER THE STATE OF NEW JERSEY
COOPERATIVE PURCHASING PROGRAM OVER THE BID THRESHOLD OF
\$40,000.00**

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

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

WHEREAS, the list of vendors below will exceed the bid threshold of \$40,000.00 for calendar year 2018:-

Name of Vendor	State Contract Number	Commodity	Amount
Rachles/Michele's Oil Co.	80913	Gasoline/Gas	\$270,000.00
Verizon Wireless	82583	Telephone	\$150,000.00
Atlantic Tactical Inc	81297	Police Firearms/Ammo	\$ 65,000.00
Johnston Communication	88766	Telephone	\$ 75,000.00
Pitney Bowes 65,000.00	75237	Postage and Supplies	\$
Ricoh USA INC 45,000.00	40467	Copiers	\$
SHI International Inc 65,000.00	89851	Computer/Software	\$

WHEREAS, the Township of Irvington intends to enter into contracts with State contract vendors over the bid threshold of \$40,000.00 through this resolution and properly executed purchase orders, which shall be subject to all the conditions applicable to current State contracts.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Irvington authorizes the purchase of certain goods and services from those approved New Jersey State contract vendors over the bid threshold of \$40,000.00, pursuant to all the conditions of the individual State contracts; and

BE IT FURTHER RESOLVED by the Township Council that, pursuant to the N.J.A.C. 5:30-5.5(b), the certification of available funds and resolutions shall be certified at such time as the goods or services are called for prior to placing the order for good or service in excess of \$40,000.00, and a certification of availability of funds is made by the Chief Financial Officer via an authorized purchase order; and

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

BE IT FURTHER RESOLVED a separate resolution will be submitted to the Municipal Council for all addition vendors exceeding the bid threshold of \$40,000.00.

Adopted
Absent: Frederic

Cox – Hudley 10. Authorize Approval of Payment of \$1,000.00 Compliance Cost With the New Jersey Civil Service Commission

RESOLUTION APPROVING PAYMENT OF COMPLIANCE COST WITH THE NEW JERSEY DEPARTMENT OF CIVIL SERVICE COMMISSION

WHEREAS, the New Jersey Department of Civil Service Commission has issued an order to the Township for compliance cost with the matter of Fire fighter (M1540T); and

WHEREAS, the New Jersey Department of Civil Service Commission has issued a violation notice that the Township pay a fine of \$1,000.00 for the above matter; and

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that it hereby agrees to pay the violation fine in the amount of \$1,000.00 to the New Jersey Department of Civil Service Commission for the matter of Fire fighter (M1540T);

BE IT RESOLVED that the required Certification of Availability of Funds, No.C8-00326, in the amount of \$1,000.00, from Account number 8-01-20-100-100-299 has been obtained from the Chief Financial Officer

Adopted
Absent: Frederic

Jones – Lyons 11. Authorize Issuance of Not To Exceed \$10,500,000.00 in Tax Anticipation Notes

RESOLUTION AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$10,500,000 TAX ANTICIPATION NOTES OF CY 2018 OF THE TOWNSHIP OF IRVINGTON, IN THE COUNTY OF ESSEX, NEW JERSEY.

BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF IRVINGTON, IN THE COUNTY OF ESSEX, NEW JERSEY (not less than the majority of the full membership of the governing body) AS FOLLOWS:

Section 1. In anticipation of the collection of taxes during the current fiscal year, we are hereby authorized to be issued tax anticipation notes of the Township, each to be known as "Tax Anticipation Note of CY-2018," in amounts not exceeding \$10,500,000.00. The proceeds of such notes shall be applied only to purposes provided for in the budget or for which taxes are levied for the current year.

Section 2. The following certificate has been prepared by the Chief Financial Officer and is filed in the office of the Township Clerk:

CERTIFICATE WITH RESPECT TO TAX ANTICIPATION NOTES

I, Faheem J. Ra'Oof, Chief Financial Officer of the Township of Irvington, in the County of Essex, New Jersey HEREBY CERTIFY as follows:

1. The gross borrowing power in respect to tax anticipation notes for the calendar fiscal year of 2018, being 30 percent of the tax levy for all purposes of the calendar fiscal year of 2017, plus 30 percent of the amount of miscellaneous revenues realized in cash during the calendar fiscal year of 2017, is \$40,648,747.06.

2. The amount of notes outstanding in anticipation of the collection of taxes of the calendar fiscal year of 2017, except such notes as will be renewed by or paid from the proceeds of the notes to be issued, is \$ -0-.

3. The net borrowing power, being the excess of the first over the second of the two above amounts, is \$40,648,747.06.

4. This certificate is made with respect to \$10,500,000.00 Tax Anticipation Notes of CY-2017 about to be authorized by the Township Council of the Township of Irvington.

IN WITNESS WHEREOF, I have hereunto set my hand this 26th day of June, 2018.

Faheem J. Ra'Oof, Chief Financial Officer

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

(a) All notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer, provided that no note shall mature later than 120 days following the end of the calendar fiscal year.

(b) All notes issued hereunder shall bear interest at such rate or rates as may be determined by the Chief Financial Officer.

(c) All notes shall be in the form prescribed by the Local Budget Law and otherwise as determined by the Chief Financial Officer and such officer's signature upon the notes shall be conclusive as to such determination;

(d) Notes issued hereunder may be renewed from time to time, provided, however, that no renewal note shall be issued later than the last day of the fiscal year.

(e) All notes shall be executed by the Mayor and the Chief Financial Officer and attested by the Township Clerk.

Section 4. The Chief Financial Officer is authorized and directed to determine all matters in connection with the notes not determined by this or by a subsequent resolution and such officer's signature upon the notes shall be conclusive as to such determination.

Section 5. The Chief Financial Officer is hereby authorized to sell the notes from time to time at public or private sale in such amounts as such officer may determine at not less than par and to deliver them from time to time to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof and payment therefore.

Section 6. Any instrument issued pursuant to this resolution shall be a general obligation of the Township, and 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.

Section 7. The Chief Financial Officer is authorized and is directed to report in writing to the Township Council at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this resolution is made, such report to include the amount, the description, the interest rate and the maturity of the notes sold, the price obtained and the name of the purchaser.

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

Section 9. (a) Solely for purposes of complying with Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"), and provided that an issue of notes authorized by this resolution is not exempt from the Rule and provided that an issue of notes is not exempt from the following requirements in accordance with paragraph (d) of the Rule, for so long as an issue of notes of the Issuer remains outstanding (other than an issue of notes which has been wholly defeased), the Township shall provide in a timely manner to each nationally recognized municipal securities information repository ("National Repositories") or to the Municipal Securities Rulemaking Board, and to the appropriate State information depository, if any, ("State Depository," and together with the National Repositories, the "Repositories") notice of the following events with respect to an issue of notes, if material (herein "Material Events"):

- (1) Principal and interest payment delinquencies;

- (2) Non-payment related defaults;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions or events affecting the tax-exempt status of the security;
- (7) Modifications to rights of security holders;
- (8) Bond calls;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the securities; and
- (11) Rating changes.

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

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

(d) In the event that the Township fails to comply with this resolution or the written contract or undertaking, the Township shall not be liable for monetary damages, remedy of the holders or beneficial owners of the notes being hereby specifically limited to specific performance of the covenants contained in this resolution or the written contract or undertaking.

Section 10. This resolution shall take effect immediately.

CERTIFICATE

I, Harold E. Wiener, Clerk of the Township of Irvington, in the County of Essex, State of New Jersey, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the governing body of the Township duly called and held on June 26, 2018 has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Township this 26th day of June, 2018.

Harold E. Wiener, Clerk

(SEAL)

Adopted
Absent: Frederic

Jones – Lyons 12. Certification of Compliance With the United States Equal Employment Opportunity Commission's Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 in Conjunction With the Introduction of the CY 2018 Municipal Budget

GOVERNING BODY CERTIFICATION OF COMPLIANCE WITH THE UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION'S "Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964"

WHEREAS, N.J.S.A. 40A:4-5 as amended by P.L. 2017, c.183 requires the governing body of each municipality and county to certify that their local unit's hiring practices comply with the United States Equal Employment Opportunity Commission's "Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964," *as amended*, 42 U.S.C. § 2000e *et seq.*, (April 25, 2012) before submitting its approved annual budget to the Division of Local Government Services in the New Jersey Department of Community Affairs; and

WHEREAS, the members of the governing body have familiarized themselves with the contents of the above-referenced enforcement guidance and with their local unit's hiring practices as they pertain to the consideration of an individual's criminal history, as evidenced by the group affidavit form of the governing body attached hereto.

NOW, THEREFORE BE IT RESOLVED, That the Municipal Council of the Township of Irvington, hereby states that it has complied with N.J.S.A. 40A:4-5, as amended by P.L. 2017, c.183, by certifying that the local unit's hiring practices comply with the above-referenced enforcement guidance and hereby directs the Clerk to cause to be maintained and available for inspection a certified copy of this resolution and the required affidavit to show evidence of said compliance.

Adopted
Absent: Frederic

Burgess – Hudley 13. Authorize Public Auction Sale of Township Owned Real Property

AUTHORIZING THE PUBLIC SALE BY WAY OF AUCTION OF REAL PROPERTY IDENTIFIED ON THE OFFICIAL TAX MAP OF THE TOWNSHIP OF IRVINGTON PURSUANT TO N.J.S.A. 40A:12-13(a)

WHEREAS, pursuant to N.J.S.A. 40A:12-13 (a) authorizes the sale by municipalities of any real property, capital improvements, or personal property, or interest therein, not needed for public use by sale in the manner provided by law; and

WHEREAS, the Township of Irvington ("Township") is the owner of certain real property, which is located within the Township and is known as 18 Roosevelt Terrace, 439 21st

Street, 11 Grove Terrace, 36 Orange Avenue, 148 21st Street, 1074 Grove Street, 161 19th Avenue, 67-73 Hopkins Place, 125-127 21st Street, 16 Union Avenue, 69-71 Montgomery Avenue, 439 Grove Street, 352 16th Avenue, 446 14th Avenue; and

WHEREAS, the Administration has recommended the public sale of such real property and the Mayor and Council of the Township of Irvington have determined that the real property aforesaid is no longer needed for public use; and

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

1. The Township hereby declares that the lands and premises hereinafter described is no longer needed for public use and is offered for public sale in accordance with N.J.S.A. 40A:12-13(a);
2. The Township hereby authorizes the public sale of the real properties identified as 18 Roosevelt Terrace, 439 21st Street, 11 Grove Terrace, 36 Orange Avenue, 148 21st Street, 1074 Grove Street, 161 19th Avenue, 67-73 Hopkins Place, 125-127 21st Street, 16 Union Avenue, 69-71 Montgomery Avenue, 439 Grove Street, 352 16th Avenue, 446 14th Avenue;
3. The subject real property shall not, under any circumstances, be sold at public sale for less than its fair market value;
4. The public auction shall be conducted by the Qualified Purchasing Agent and Township Attorney at a date to be determined in the Council Chambers at the Municipal Building, Township of Irvington, 1 Civic Square, Irvington, New Jersey. All interested parties shall appear at the auction in person.
5. The successful bidder must submit a deposit of 10% percent of the amount of the successful bid to the Township at the conclusion of the auction. The deposit money shall be in the form of cash, money order, or certified or bank check. If the deposit is made by money order, certified check or bank check, then the successful bidder shall have until 3:30 PM on the auction date to deliver the deposit to the office of the Qualified Purchasing Agent. Said 10 percent deposit shall be made with the successful bidder's or bidders' understanding that the deposit is non-refundable. In the event that the successful bidder or bidders fail to close title to the property in accordance with the terms and conditions hereof; or if they fail to close title to the property within 120 days of the date of the auction; and/or if they fail to close title to the property in accordance with applicable law, then any and all money deposited with the Township shall be forfeited.
6. The Township Attorney is hereby directed to prepare the appropriate sales contract for auction of these properties and the Mayor and Township Clerk is directed to sign the same.
7. The title to the subject real property shall be transferred and the subject real property shall be sold in accordance with the following restrictions and terms of sale:
 - a. That the description of the property is intended as a general guide only and may not be accurate. NO REPRESENTATIONS OF ANY KIND ARE MADE BY THE TOWNSHIP

OF IRVINGTON AS TO THE CONDITION OF THE PROPERTY, SAID PREMISES ARE BEING SOLD IN THEIR PRESENT CONDITION, "AS IS."

b. That should the title to the property prove to be unmarketable for any reason, the liability of the Township shall be limited to the repayment to the purchaser of the amount of deposit and any portion of the purchase price paid and shall not extend to any further costs, expense, damages, or claims. Notice of any alleged defect in title or claim of unmarketability must be served on the Township Clerk, by the purchaser, in writing no later than thirty (30) days after the sale is approved by the Township Council. Failure upon the part of the purchaser to give written notice within said time shall be deemed conclusive proof that the purchaser accepts the title in its present condition.

c. That the Township offers the property for public sale to CONTIGUOUS property owners and said property shall be merged with - 6 the purchaser's property to create one tax lot and there will be a deed restriction on the property prohibiting further subdivision of the resulting merged lot. A clause in the deed of conveyance from the Township to the successful purchaser will essentially state: "The property conveyed herein shall merge with the contiguous property of Grantee. Grantee shall be prohibited from conveying the parcel herein separate and apart from the contiguous property presently owned by the Grantee. The merged lots will not be subject to future subdivision."

d. That the sale is made subject to all applicable laws and ordinances of the State of New Jersey and the Township of Irvington. The use of the property shall be in accordance with the appropriate zoning, subdivision, health and building regulations, and this sale cannot be used as grounds to support any variance from said regulations.

e. That no employee, agent or officer of the Township of Irvington has any authority to waive, modify or amend any of the conditions of sale.

f. That the Township shall convey the property by a Quitclaim Deed unless an adequate title binder, sufficient in the sole discretion of the Township Attorney, which is prepared at the expense of the purchaser, by a title company licensed to do business in the State of New Jersey, is forwarded to the Township prior to the conveyance, in which case a Bargain and Sale Deed with Covenants against Grantors Acts will be the form of conveyance.

g. The successful bidder shall pay at the time of closing pay the full balance of the purchase price.

Adopted
Absent: Frederic

Burgess – Hudley 14. Authorize Tax Payment Plan for 461 Grove Street, Block 461, Lot 14 – Total Amount to Redeem \$14,277.96 Payable Within 36 Months

Municipal Payment Plan

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

WHEREAS, M.S. Momo & Associates, LLC owner of record of Block 114, Lot 14, also known as 461 Grove Street, Municipality of Irvington, is desirous of satisfying Tax Title Lien #17-00476 in the amount of \$14,277.96 by the installment payment plan.

NOW, THEREFORE, BE IT RESOLVED, BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON, COUNTY OF ESSEX, STATE OF NEW JERSEY, hereby authorize an installment payment plan for \$516.18, as set forth on the attached schedule and that in addition to said installments being promptly paid on the first of each month, for 36 months, all current year's taxes, subsequent taxes, assessments or other municipal liens imposed shall be promptly paid when due.

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

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

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

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

Adopted
Absent: Frederic

Jones – Burgess 15. Introduction of Camptown Business Improvement District's 2018 Budget

INTRODUCTION OF THE CAMPTOWN BUSINESS IMPROVEMENT DISTRICT FY 2018 ANNUAL BUDGET

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

WHEREAS, the Camptown Business Improvement District introduced its FY 2018 budget with a report that explains how the budget contributes to goals and objectives for the special improvement district:

NOW, BE IT THEREFORE RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON the Municipal Council of the Township of Irvington, New Jersey does hereby approve the detailed annual budget for the Camptown Business Improvement District for 2018 and that this approval is subject to all requirements of N.J.S.A. 40:56-84, which includes public notice and hearing.

Budget Overview:

This year's budget maintains the reduced CBID tax assessment rate, from 5% (2000-12) to 3% (2013-16) to 2.5% since 2017 to provide relief to CBID taxpayer by utilizing our carryover fund balance (\$64,743). The 2018 CBID budget continues funding the daily cleaning/maintenance of the district and our security camera & property improvement grant programs. We are adding two new projects in 2018: a pilot security camera/monitoring program at trouble spots in the CBID, and installation of 10 gateway welcome signs & flower boxes with corporate sponsor plates to identify & beautify the CBID while affording members a way to advertise themselves. The CBID's funding of its management and administrative operations remain the same as 2017.

	Proposed	
REVENUES	2018	NARRATIVE
2017 Carryover	68,343	use partial fund balance for expanded security camera/property improvement grants & marketing initiatives
2018 BID Tax	160,165	assessment remains reduced from 3% to 2.5%; assumes 94% collection rate (6% in Reserve funds)
Gateway Project Sponsors	1,000	\$100 x 10 signs for Welcome Sign sponsor plates by CBID members on annual basis
Misc: Interest, Web	1,000	website: \$200 in ads, money market account interest \$800
TOTAL REVENUES	230,508	
EXPENSES		
Cleaning/Maintenance	78,000	5 days/week service by professional firm, same expanded service since 2015
Security Camera Pilot Project	45,000	cameras @ 636 S. 21st St, 345 Nye Ave, 117 S. 20th St, 120 Coit St, includes monitoring @ \$595/month & surveillance signs
Security Cameras	15,000	CBID subsidy per grant and/or gross amount of grants
Property Improvement Grants	25,000	CBID subsidy per grant and/or gross amount of grants
Professional Fees	59,500	Management firm-\$52,500; Audit-\$7,000
Marketing	19,408	New-Gateway Sign/Flower Box Project (10 locations)-\$18,600; website-\$120; two Irvington Indeed ads-\$688
Floodlights electricity	17,000	anticipates limited change to current program
Operations/Insurance	6,500	general & directors/officers liability insurance, office supplies
Misc/Reserve	10,100	non-allocated expenses, savings, possible shortfall in tax collections

TOTAL EXPENSES 230,508

Adopted
Absent: Frederic

Hudley – Cox 16. Authorize Tax Payment Plan for 916 Stuyvesant Avenue, C19.1, Block 316, Lot 41 – Total Amount to Redeem Payable \$29,321.35 Within 36 Months

Municipal Payment Plan

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

WHEREAS, BFM Holdings LLC/Wally A. Choice owner of record of Block 316, Lot 41 Qual. C19.1, also known as 916 Stuyvesant Ave C19.1, Municipality of Irvington, is desirous of satisfying Tax Title Lien #101764 in the amount of \$29,321.35 by the installment payment plan.

NOW, THEREFORE, BE IT RESOLVED, BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON, COUNTY OF ESSEX, STATE OF NEW JERSEY, hereby authorize an installment payment plan for \$1,060.04, as set forth on the attached schedule and that in addition to said installments being promptly paid on the first of each month, for 36 months, all current year's taxes, subsequent taxes, assessments or other municipal liens imposed shall be promptly paid when due.

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

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

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

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

Adopted
Absent: Frederic

Jones - Lyons 17. Resolution of Sorrow - Williams Christopher Nicholson

RESOLUTION OF SORROW

- 19 -

WILLIAM CHRISTOPHER NICHOLSON

WHEREAS, the Municipal Council of the Township of Irvington wishes to express their deepest sorrow on the passing of William Christopher Nicholson; and

WHEREAS, William Christopher Nicholson was born on February 4, 1958 to the late Willie James Nicholson and Sadie Mae Hopkins Nicholson in Newark, NJ. William, affectionately known as Chris, was educated in the Newark Public School System and graduated from Vailsburg High School in 1976; and

WHEREAS, Chris was extremely outgoing and made friends wherever he went. From playing football in high school to coaching the local little league team, Chris had a remarkable charm and loved encouraging people to become their best selves; and

WHEREAS, Chris was an active member as a young child at Hopewell Baptist Church where he was a member of the usher board and youth choir for many years. When Solid Rock Baptist Church was formed, he became the director of the Youth Choir and Young Adult Choir. It was in this choir that he caught the eye of Cassandra Smalls, they dated briefly until he found out that she was only 15 years old; and

WHEREAS, Chris married Brenda Wilson in 1989 and to that union London Dominae Nicholson was born; and

WHEREAS, after his divorce, Chris rekindled his relationship with Cassandra. Determined not to let her go, he asked her to marry him while eating salmon cakes and grits after dating only 2 months. They married August 20, 2004. Chris later joined the Unity Baptist Church and became a vital part of that ministry. In 2010, Chris assisted his wife with her vision of forming Nehemiah Ministries International. Chris was faithful to the ministry and was ordained a Deacon in 2014; and

WHEREAS, having an excellent work ethic, Chris worked for Newark International Airport, as well as, Airborne Express. Airborne Express merged with DHL in 2005. Chris retired from DHL after 28 years of dedicated service; and

WHEREAS, Chris enjoyed playing the bass, traveling, and spending time with his family. He loved to mentor people and to give orders and therefore, his wife lovingly nicknamed him "the director".

WHEREAS, Chris fought a lengthy battle with cancer since 2001; and

WHEREAS, Chris leaves to cherish his awesome memory: his loving wife of 14 years, Cassandra Smalls Nicholson; three daughters, London Nicholson (Newark, NJ), Victoria Burney (East Orange, NJ), Natasha Dingle (Alfred Jr.) (Easton, PA); three sisters, Philadelphia Shipman (Keith Collier) (Newark, NJ), Latarsha Smalls (Irvington, NJ), Michelle Barboza (Richard) (Piscataway, NJ); two brothers, Anthony Barchue (Abbie) (Liberia, Africa), Herbert Smalls Jr. (Sheral) (Willingboro, NJ); god-children, Alexandra Maye, Kirsten Barboza, Nasean Lee, Jomire Lee, Xavier Lee; one special nephew and niece, KaeJon Smalls and Brandi Smalls; and a host of aunts, uncles, cousins, co-workers, church family and 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 William Christopher Nicholson 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 William Christopher Nicholson.

Adopted
Absent: Frederic

Burgess – Lyons 18. Amend 2016-17 Action Plan to Award \$19,000.00 to IMPAC, Inc. to Teach Musicology and Special Arts Education Program

RESOLUTION AMENDING THE 2015-16 AND 2016-17 CDBG AND HOME ANNUAL ACTION PLAN

WHEREAS, the Township of Irvington is a recipient of 2016-2017 Community Development Block Grant (CDBG) Program funds administered by the U.S. Department of Housing and Urban Development; and

WHEREAS, by resolution number EDGO 17-0110-5 adopted on January 10, 2017, the Township of Irvington awarded CDBG grant funds in the amount \$19,000.00 for the 2016-2017 program year to FAMICARE, INC. a private Non-Profit corporation of the State of New Jersey with principal offices at 883 SANFORD AVENUE, IRVINGTON NEW JERSEY 07111 for the provision of public services, which constitute an eligible CDBG activity; and,

WHEREAS, by resolution no. EDGO 17-0711-2 dated July 11, 2017, the Township of Irvington rescinded the award in the amount of \$19,000.00 previously awarded to FAMICARE, INC.

WHEREAS, the Township of Irvington wishes to further amend its 2015-16 and 2016-17 action plan to award that sum of \$19,000 to the Innovation Music on Performing Arts (IMPAC) to enhance their program funded originally during the 2015-16 Program Year.

WHEREAS, IMPAC is a Not-For-Profit Organization whose corporate office is at 101 Nesbit Terrace, Irvington, New Jersey 07111 and which teaches musicology and special arts education program to assist youth from second to twelfth grades music equipment and production as well as the performing arts; and,

WHEREAS, IMPACs Music and Performance training program proposed service constitutes a public service which is an eligible activity under CDBG.

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

1. Amend the 2016-17 Action Plan to award \$19,000.00 to IMPAC, INC., at 101 Nesbit Terrace, Irvington, New Jersey 07111 and which teaches musicology and special arts

education program to assist youth from second to twelfth grades music equipment and production as well as the performing arts.

2. Authorizing the Township to enter into a contract to award said funds to IMPAC to facilitate provision of the above stated services.

Adopted
Absent: Frederic

Burgess – Lyons 24. Award Bid – 2018 Road Resurfacing Program – Phase 1 – J.A. Alexander, Inc. – Not to Exceed Low Bid of \$356,014.78

WHEREAS, the Township of Irvington prepared and publicly advertised a project, The 2018 Resurfacing Program – Phase 1, with the receipt of bids scheduled for June 6, 2018; and

WHEREAS, three bids were publicly received and opened on June 6, 2018 with the following results:

Bidder	Amount Bid
J.A. Alexander, Inc Bloomfield, NJ	\$ 356,014.78
4 Clean-Up, Inc. North Bergen, NJ	\$ 384,710.00
DLS Contracting Inc. Fairfield, NJ	\$ 429,638.00

WHEREAS, The Township Engineer has reviewed the bids submitted and determined that the lowest responsive bidder for this project is J.A. Alexander, Inc of Bloomfield, NJ at their bid price of \$ 356,014.78 and has recommended that a contract for this project be awarded to this company.

NOW, THEREFORE, BE IT RESOLVED BY MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that a contract for the 2018 Resurfacing Program- Phase 1 be awarded to J.A. Alexander, Inc of Bloomfield, NJ at their bid price of \$ 356,014.78.

BE IT FURTHER RESOLVED that pursuant to N.J.A.C. 5:34-5.2, the required Certificate of Availability of Funds No. C8-00291, C8-00340, C8-00342 and C8-00341 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 \$356,014.78 and that the Account Number to which this shall be charged is Account No. T-21-41-850-15D-803, T-21-41-850-18E-803, T-21-41-850-15E-801 and C-04-56-849-016-902.

10. Communications and Petitions

A. Communications

1. Chief Municipal Prosecutor Erika Inocencio, Esq. – Notice of Not Seeking Re-Appointment as Chief Municipal Prosecutor

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 – Lyons 1. Authorize Approval of Application for Long Term Tax Exemption and Authorizing Execution of Financial Agreement with Fayen 4 Urban Renewal, LLC for the Redevelopment of Block 184, Lots 5, 6, 7 and 8 Also Known as 32 Woolsey Street, 24 Woolsey Street, 20 Woolsey Street, and 16 Woolsey Street

ORDINANCE OF THE TOWNSHIP OF IRVINGTON, COUNTY OF ESSEX,
NEW JERSEY APPROVING AN APPLICATION FOR A LONG TERM TAX
EXEMPTION AND AUTHORIZING THE EXECUTION OF A FINANCIAL
AGREEMENT WITH FAYEN 4 URBAN RENEWAL, LLC

Adopted
No: Inman
Absent: Frederic

Cox – Burgess 2. Establish CAP Bank for Calendar Year 2018 Municipal Budget

TOWNSHIP OF IRVINGTON CALENDAR FISCAL YEAR 2018 MODEL
ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS
AND TO ESTABLISH A CAP BANK (N.J.S.A. 40A: 4-45.14)

Adopted
No: Inman
Absent: Frederic

B. Ordinances on 2nd Reading

1. President Lyons: An ordinance requiring fencing of vacant lots will be heard at this time. The Clerk will read the notice of hearing.

The Clerk read the notice of hearing.

The Clerk will read the ordinance by title.

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 460, ARTICLE VII OF THE REVISED CODE OF THE TOWNSHIP OF IRVINGTON TO PROVIDE FOR THE FENCING OF VACANT LOTS

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON as follows:

AN ORDINANCE AMENDING Chapter 460 Property Maintenance

Article VII: Vacant Properties and Vacant Lots

§ 460-69 Registration required; fee.

§ 460-70 Securing of Vacant Property and Vacant Lots. (added sub-sections C and D)

§ 460-71 Enforcement authority.

§ 460-72 Violations and penalties.

§ 460-73 Maintenance.

§ 460-69 Registration required; fee.

A.

Any person, company, corporation or beneficiary, whose property becomes vacant or shows evidence of vacancy is herein to be considered abandoned and shall within 10 days of receiving notice of the declaration of vacancy register said property with the Director of Housing Services or his or her designee.¹¹

B.

The registration shall contain the name of any owner, including any beneficiary, the direct street address of the owner (no P.O. boxes), a direct contact name and number and in the case of a corporation or LLC, provide a copy of the certificate of formation and a copy of valid Driver's License or Identification for the owner or principal with physical address, the name, address and number for the local property manager, the person responsible for security, maintenance and marketing of the property, if applicable.

C.

An annual registration fee of \$500 shall accompany the registration form submitted. The fee will be required by August 31 of each year, and must be received no later than September 10 of the year due. Any property that has been validly registered for at least three years shall pay a fee of \$750. If the same property remains on the list for five years, then the fee will be increased to \$1,000 and after 10 years, the fee will be increased to \$2,000. Any bank that registers a vacant property **or Vacant Lot** shall designate a

registered agent listed in the State of New Jersey. In the even that a bank fails to comply with this section, a fine of \$2,500 per day shall be imposed.

[Amended 6-27-2017 by Ord. No. MC 3611]

§ 460-70 Securing of Vacant Property and Vacant Lots

A.

It is the responsibility of the owner to secure the property registered under this article.

"Secure" means, but is not limited to, the closure and locking of windows, doors (including garage) and any other opening. In the case of windows, such shall be secured by means of re-glazing or boarding of same. The owner should also be responsible for notifying the Township by written notice to the public officer of any change in ownership. For vacant lots see sub-sections C and D below.

B.

If the property is owned by a corporation or out-of-area owner, a local property management company shall be contracted to perform weekly inspections to verify compliance with this article. "Out of the area" shall mean any owner located at least 50 miles away from subject property. The property, if vacant, shall be posted with a name and twenty-four-hour contact number of the local property management company or a twenty-four-hour number for the owner. The posting shall be no less than eighteen-by-twenty-four with words in a prominent font and legible. The words, "Property Managed By" and "To Report Problems or Concerns Call..." shall appear on the posted sign. The posting shall be on the inside of an interior window facing the street or on at least one boarded window facing the street or secured on the exterior of the building facing the street where such can be read from the street. The posting of such on a visible stake in front of the property is acceptable.

C.

A Vacant Lot is defined as a parcel of land that has no structure, a partially built structure (Construction was initiated on the property and was discontinued prior to completion, leaving the building unsuitable for occupancy, and no construction has taken place in accordance with the permits issued.), a partial structure or a partially demolished structure leaving the partial structure unsuitable for occupancy. The Township's concerns regarding vacant lots is consistent with the findings and declarations relative to abandoned properties set forth in N.J.S.A. 55:19-79. Vacant lots are a concern because they tend to attract or be subjected to illegal dumping and other nefarious activities.

D.

All vacant lots and property which has been determined to be a nuisance by the public officer in the Township as defined by Municipal Code 470-60 C shall be completely fenced along the front yard (and side yards if it is a corner property) of the property with a six (6) foot high solid wood fence (that cannot be seen through) with support post spaced a maximum of 8'-0" apart. The post shall be installed at a minimum of 24" into the ground and secured with concrete. The fence shall have a 6' to 8' wide gate/door to access the lot

for maintenance. The fence must remain structurally sound and in good repair at all times. Property Owners or their designee must apply for a permit from the Department of Housing, Division of Buildings prior to installing a fence.

E.

All vacant lot owners will have until Friday, August 17th, 2018 to be in compliance with this revised Municipal Code. Extensions may be granted based on extraordinary situations upon review of a written request submitted by the property owner to the Department of Housing.

SECTION 2: All ordinances or parts of Ordinances inconsistent with the provisions of this Ordinance be and the same are hereby repealed to the extent of any such inconsistencies.

SECTION 3: This Ordinance shall take effect after final passage and publication as provided by law.

The public hearing on this ordinance is now open

There were no requests to be heard.

Lyons - Cox

Motion to close public hearing

Adopted

Absent: Frederic

Lyons – Cox
hearing

Motion to adopt this ordinance on second reading after public

Adopted

Absent: Frederic

2. President Lyons: An ordinance amending and supplementing Chapter 524, Article I of the Revised Code regarding smoking near public places will be heard at this time. For the record this notice is identical to the first notice of hearing that was read. The Clerk will read the ordinance by title.

**AN ORDINANCE TO AMEND AND SUPPLEMENT CHAPTER 524, ARTICLE I.
SMOKING NEAR PUBLIC PLACES**

WHEREAS, the Township of Irvington is committed to providing a uniform set of regulations governing for the violation of Township Ordinances; and

WHEREAS, a municipality may pass an ordinance or regulation as it may deem necessary and proper for the preservation of public health, safety and welfare of the municipality and its inhabitants; and

WHEREAS, the Township of Irvington adopts the findings and declarations of the New Jersey Legislature that:

- a. Tobacco is the leading cause of preventable disease and death in the State and the nation;
- b. Tobacco smoke constitutes a substantial health hazard to the nonsmoking majority of the public;
- c. Electronic smoking devices have not been approved as to safety and efficacy by the Food and Drug Administration, and their use may pose a health risk to persons exposed to their smoke or vapor because of unknown irritants contained therein and other substances that may, upon evaluation by that agency, be identified as potentially toxic to those inhaling the smoke or vapor;
- d. The separation of smoking and nonsmoking areas in indoor public places and workplaces does not eliminate the hazard to nonsmokers if these areas share a common ventilation system; and
- e. Therefore, subject to certain specified exceptions, it is clearly in the public interest to prohibit the smoking of tobacco products and the use of electronic smoking devices in all enclosed indoor places of public access and workplaces.

WHEREAS, the Department of Health or Health Official, upon written complaint, or having reason to suspect that an indoor public place or workplace covered by the provisions of this act is, or may be, in violation of the provisions of this act, shall, by written notification, advise the person having control of the place accordingly, and order appropriate action to be taken; and

WHEREAS, the Purpose of this Ordinance is to promote the general health, safety, and welfare of Irvington residents by defining and regulating certain businesses through the prohibition of smoking in public places within the Township.

NOW THEREFORE BE IT ORDAINED THAT the Mayor and Municipal Council of the Township of Irvington hereby amend and supplement Chapter 524, Article II of the Code of the Township of Irvington as follows:

§ 524-1 Definitions.

As used in this article, the following terms shall have the meanings indicated:

CIGAR BAR

Any bar, or area within a bar, designated specifically for the smoking of tobacco products, purchased on the premises or elsewhere; except that a cigar bar that is in an area within a bar shall be an area enclosed by solid walls or windows, a ceiling and a solid door and equipped with a ventilation system which is separately exhausted from the nonsmoking areas of the bar so that air from the smoking area is not re-circulated to the nonsmoking areas and smoke is not back-streamed into the smoking areas. The Cigar Bar will not be within 500 feet of a pre-school, elementary, middle or high school in the Township of Irvington.

CIGAR LOUNGE

Any establishment, or area within an establishment, designated specifically for the smoking of tobacco products, purchased on the premises or elsewhere; except that a cigar lounge that is in an area within a bar shall be an area enclosed by solid walls or windows, a ceiling and a solid door and equipped

with a ventilation system which is separately exhausted from the nonsmoking areas of the bar so that air from the smoking area is not re-circulated to the nonsmoking areas and smoke is not back-streamed into the smoking areas. The Cigar Lounge will not be within 500 feet of a pre-school, elementary, middle or high school in the Township of Irvington.

ELECTRONIC SMOKING DEVICE

Any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person to simulate smoking through inhalation of vapor or aerosol from the product. The term includes any device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, e-cigarillo, vape pen, or under any other product name or descriptor.

HOOKAH

A water pipe and associated products and devices which are used to produce fumes, smoke, and/or vapor from the burning material including, but not limited to, tobacco, shisha, or other plant matter.

HOOKAH BAR OR LOUNGE

Any establishment, or area within an establishment, designated specifically for the smoking of tobacco products, purchased on the premises or elsewhere.

INDOOR PUBLIC PLACE

A structurally enclosed place of business, commerce or other service-related activity, whether publicly or privately owned or operated on a for-profit or nonprofit basis, which is generally accessible to the public, including, but not limited to: a commercial or other office building; office or building owned, leased or rented by the State or by a county or municipal government; public and nonpublic elementary or secondary school building; board of education building; theater or concert hall; public library; museum or art gallery; bar; restaurant or other establishment where the principal business is the sale of food for consumption on the premises, including the bar area of the establishment; garage or parking facility; any public conveyance operated on land or water, or in the air, and passenger waiting rooms and platform areas in any stations or terminals thereof; health care facility licensed pursuant to P.L.1971, c.136 (C.26:2H-1 et seq.); patient waiting room of the office of a health care provider licensed pursuant to Title 45 of the Revised Statutes; child care center licensed pursuant to P.L.1983, c.492 (C.30:5B-1 et seq.); race track facility; facility used for the holding of sporting events; ambulatory recreational facility; shopping mall or retail store; hotel, motel or other lodging establishment; apartment building lobby or other public area in an otherwise private building; or a passenger elevator in a building other than a single family dwelling.

SMOKING

"Smoking" means the burning of, inhaling from, exhaling the smoke from, or the possession of a lighted cigar, cigarette, pipe or any other matter or substance which contains tobacco or any other matter that can be smoked, or the inhaling or exhaling of smoke or vapor from an electronic smoking device, including e-cigarettes.

§ 524-2 SMOKING NEAR BUILDING ENTRANCES

Prohibition: Smoking is prohibited within 100 feet of entranceways to indoor public places pursuant to the New Jersey Smoke Free Air Act, N.J.A.C. 8:6.

All ordinances or parts of Ordinances inconsistent with the provisions of this Ordinance be and the same are hereby repealed to the extent of any such inconsistencies.

This Ordinance shall take effect after final passage and publication as provided by law.

The public hearing on this ordinance is now open

There were no requests to be heard.

Frederic - Burgess Motion to close public hearing

Adopted
Absent: Frederic

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

Adopted
Absent: Frederic

3. President Lyons: An ordinance amending ordinance number MC 3536 providing for regulations for off duty police assignments will be heard at this time. For the record this notice is identical to the first notice of hearing that was read. The Clerk will read the ordinance by title.

AN ORDINANCE AMENDING ORDINANCE NUMBER MC 3536 ENTITLED
AN ORDINANCE PROVIDING FOR REGULATIONS FOR OFF DUTY
ASSIGNMENTS OF POLICE OFFICERS CHAPTER 40 POLICE DEPARTMENT
ESTABLISHED CONDITIONS

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF
IRVINGTON AS FOLLOWS:

For the convenience of those persons and entities which utilize the services of off-duty law enforcement officers of the Township of Irvington Department of Public Safety, Division of Police, and to authorize the outside employment of Municipal Police while off duty, the Township of Irvington hereby establishes a policy regarding the use of said officers in compliance with N.J.S.A. 45: 19- 9 et seq. as amended by the Security Officers Registration Act, P.L. 2004, c. 134.

A. Members of the Township of Irvington Police Division, at their option, shall be permitted to accept police -related employment for private employers, who are separate and independent from the Township of Irvington, only during off-duty hours and at such

time as will not interfere with the efficient performance of regularly scheduled or emergency duty of the Township.

B. Any person or entity wishing to employ off-duty police shall first obtain the approval of the Director of Public Safety or his or her designee, which approval shall be granted if, in the opinion of the Director of Public Safety or his or her designee, such employment is necessary and would not be inconsistent with the efficient functioning and good reputation of the Police Division and would not unreasonably endanger or threaten the safety of the officer or officers who are to perform the work.

TRUST ACCOUNT

A. To assure the timely payment of wages to police officers who perform off-duty services, and to meet the requirements of the Fair Labor Standards Act, the Township of Irvington has established a trust fund known as the " Outside Employment for Police Officers Trust Account," which trust fund is dedicated for the receipt of fees collected from private persons or entities for payment to police officers for off-duty or outside employment services. The Outside Employment for Police Officers Trust Account shall be administered by the Department of Revenue and Finance of the Township of Irvington, which shall make a report to the Township Council every 90 days regarding said account.

B. Any person or entity requesting the services of an off-duty law enforcement officer in the Township of Irvington shall estimate the number of hours such law enforcement services are required, which estimate shall be approved in writing by the Director of Public Safety, or his or her designee, and upon the Director's approval, a copy of said approval shall be forwarded to the Jobs in Blue Office of the Township of Irvington. The person or entity requesting the services shall then forward payment for services for the total estimated hours of service, the rates of compensation and administrative fees as set forth in § 7-151D to the Jobs in Blue Office which, upon review, will forward to the Department of Revenue and Finance for deposit in a trust account within the Outside Employment for Police Officers Trust Account.

C. In any instance where the number of hours required is unknown and cannot be reasonably estimated, or is anticipated to be in excess of 10 days, the person or entity requesting the services of an off-duty law enforcement officer shall deposit an amount sufficient to cover the rate of compensation and administrative fees set forth in § 7-151D for the equivalent of 10 days prior to the commencement of any work. Any unused portion of the deposit shall be returned or credited against the final amount owed.

D. Prior to posting any request for services of off-duty law enforcement officers, the Director of Public Safety or his or her designee shall verify that the balance in the trust account of the person or entity requesting services is sufficient to cover the compensation and fees for the number of hours specified in the request for services. The Director of Public Safety or his or her designee shall not post a request for services from any person or entity unless all fees and compensation required in the manner described above have been deposited in the Off-Duty Employment for Police Officers Trust Account. All payments must be paid directly to the Township for said account. No officer shall be paid directly by any employer for requested services nor provide any such services for more hours than are specified in the request for services.

E. In the event the funds in such a trust account should become depleted, services of off-duty law enforcement officers shall cease, and further requests for further or future services shall not be performed or posted until additional funds have been deposited in the trust account in the manner prescribed above. In the event of an unforeseen emergency situation that would require an officer to remain beyond the time for which funds have been posted, the Director of Public Safety or his or her designee may waive the requirement for posting additional funds after the first 10 hours for any person or entity

exhibiting a previous satisfactory payment history. However, the person or entity requiring the extended service within 48 hours shall make payment for the additional hours.

F. The person or entity requesting such services shall be responsible for ensuring that sufficient funds remain in the trust account in order avoid any interruption of services.

G. Exemption. All public utility companies that are under the jurisdiction of, and regulated by, the New Jersey Board of Public Utilities, and state, county and other quasi-government agencies will be exempt from the provisions set forth in this section requiring advance payment to the trust account; provided, however, that there are no amounts previously due that are outstanding for a period in excess of 30 days. Any such delinquent balances shall require advance payment of the amount outstanding prior to any officer engaging in any further off-duty assignments.

REQUESTS FOR SERVICES

A. All requests to the Township for services of off-duty law enforcement officers in the Township of Irvington Police Division for a period of one week or longer shall be forwarded to the Director of Public Safety or his or her designee for posting at least 10 days before such services are required. Any law enforcement officers, when so employed by private employers, shall be compensated at the rate set forth in § 7-151D, hereafter.

B. All requests to the Township for services of off-duty law enforcement officers in the Township of Irvington Police Division for a period of less than one week shall be forwarded to the Director of Public Safety or his or her designee for posting as soon as practicable, but in no event less than 24 hours before such services are required, except in emergency situations. Any law enforcement officers, when so employed by private employers, shall be compensated at the rates set forth in § 7-151D hereafter.

C. In emergency situations, requests to the Township for the services of off-duty law enforcement officers in the Township of Irvington Police Division shall be made as necessary to the Director of Public Safety or his or her designee, who shall make every effort to accommodate such request in a reasonable manner in his or her discretion. Any law enforcement officers, when so employed by private employers, shall be compensated at the rates set forth in § 7-151D hereafter.

D. Traffic Control for Street Construction and Maintenance Operations

a. Adoption of Manual on Uniform Traffic Control Devices.

The Township of Irvington does hereby adopt the current Manual on Uniform Traffic Control Devices, hereafter known as M.U.T.C.D., together with any supplements and amendments thereto, as it controls and regulates whatever construction maintenance operations of utility work obstructs the normal flow of traffic. Any person, contractor, or utility who fails to comply with the provisions of the M.U.T.C.D. while performing such work is in violation of this section.

b. Preconstruction Meetings

It shall be the responsibility of the person, contractor, or public utility wishing to conduct work on, under or above the roadway to do the following:

(a) Contact the Division of Police, Director of Public Safety or his or her designee in order to arrange a preconstruction meeting and

(b) to submit plans for the safe movement of traffic during such period of construction of work, which plans are to be submitted and reviewed before work begins.

c. Hazardous Conditions

Prior to the start of any work, the person, contractor, or utility shall provide the Division of Police, Director of Public Safety or his or her designee with at least two (2) emergency contact phone numbers to be called in case of emergency problems at the construction or maintenance site. If for any reason the emergency contact person cannot be reached, or if the emergency contact person does not respond to the call from the Police Division to

correct a hazardous condition, the Township may respond to correct such hazardous conditions. The reasonable fees for such emergency service by the Township shall be charged to the person, contractor, or utility responsible for such conditions.

d. **Road Closings and Detours**

Road closings and/or traffic detours shall not be permitted unless approved by the Division of Police, Director of Public Safety or his or her designee.

e. **Traffic Directors**

Traffic director shall be posted at all construction or maintenance sites when determined by the Division of Police, Director of Public Safety or his or her designee that same is necessary to provide for the safe and expeditious movement of traffic.

f. **Stop Work**

The Division of Police, Director of Public Safety or his or her designee shall have the authority to stop work, including the removal of equipment and vehicles, stored material within the street right-of-way, backfilling of open excavations and/or other related work, in order to abate any nuisance and/or safety hazard or for any violation of this section.

g. **Site Preparation.**

It is expressly understood that no materials, vehicles or equipment are to be placed in the roadway or sidewalk area until all construction signs, lights, devices, and pavement markings are installed

RATES OF COMPENSATION

A. Rates of compensation for contracting the services of off-duty law enforcement officers are established as set forth in Section 7-151 D.

B. All off-duty employment law enforcement officers shall be guaranteed a minimum of four hours and be compensated for any fraction thereof, or whole hour, in addition thereto. CANCELLATION In the event that the person or entity requesting the off-duty law enforcement officers fails to contact the Township of Irvington at least two hours prior to the scheduled start time to cancel the job, or the officer works fewer than four hours and the job is completed, the officer is entitled to be paid for the minimum of four hours at the rate compensation set forth in § 7-151D.

PUBLIC EMERGENCIES The Director of Public Safety or his or her designee shall have the authority to order any police officer engaged in off duty assignments within the Township to respond to an emergency situation within the Township of Irvington. The Director of Public Safety or his or her designee shall also have the right to order any off-duty assignment to be terminated whenever said assignment creates an unacceptable risk to the health, safety and welfare of the off duty officer and/ or the citizens of the Township of Irvington. In the event that a police officer is assigned to an emergency situation, the Director of Public Safety or his or her designee shall make note of said off-duty assignment. In any situation where an off-duty police officer is called to an emergency situation, said person shall not be responsible for the payment of the officer's hourly rate, administrative fee or any other fees to the Township of Irvington until such time as said police officer and/or equipment returns to the assignment of the off-duty employer.

EXCLUSION

All outside agencies except State Police and Essex County Sheriffs are excluded from Jobs in Blue in Irvington. For all Township projects the Township is excluded from paying the jobs in blue rate.

POLICIES AND PROCEDURES

The Department of Public Safety policy and procedures shall be revised to be in compliance with this article and N.J. S. A. 45: 19- 9 et seq. as amended by P. L. 2004, c. 134.

Repeal of Prior Ordinances: Ordinances or parts of Ordinances inconsistent with the provisions of this Ordinance be and the same are hereby repealed to the extent of any such inconsistencies.

Effective Date: This Ordinance shall take effect after final passage and publication and as provided by law.

VIOLATIONS AND PENALTIES

A. Any person, contractor or utility who commits a violation of this section shall be subject to the penalties as set forth in Section 1-17 of the Revised Code

B. A separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

The public hearing on this ordinance is now open

There were no requests to be heard.

Cox - Burgess

Motion to close public hearing

Adopted

Absent: Frederic

Cox - Burgess
hearing

Motion to adopt this ordinance on second reading after public

Adopted

Absent: Frederic

4. President Lyons: An ordinance establishing municipal court discovery fees will be heard at this time. For the record this notice is identical to the first notice of hearing that was read. The Clerk will read the ordinance by title.

ORDINANCE ESTABLISHING DISCOVERING FEE FOR ALL MATTERS PENDING THE IRVINGTON MUNICIPAL COURT

BE IT ORDAINED BY THE MUNICIPAL COUNCIL AS FOLLOWS:

Discovery fee

The fee for discovery requested for a matter pending before the Irvington Municipal Court shall be \$20 per request for all paper reports. Fees for videotape and audio tape is outlined in section A and B.

Videotape and audiotape reproduction fees.

A. The fee for the Police Department reproduction of a videotape or audiotape shall be as follows:

(1) Reproduction of videotape: \$50 per tape.

(2) Reproduction of audiotape: \$20 per tape.

B. The fee for any other department of the Township of Irvington for the reproduction of a videotape or audiotape shall be as follows:

(1) Less than two hours' playing time: \$10 per tape.

(2) Over two hours' and less than four hours' playing time: \$16 per tape.

(3) Over four hours' playing time: \$20 per tape.

This fee shall be collected by the Police Department

The Township will waive above fee for all cases represented by a Public Defender

All ordinances or parts of Ordinances inconsistent with the provisions of this

Ordinance be and the same are hereby repealed to the extent of any such inconsistencies.

This Ordinance shall take effect after final passage and publication as provided by law.

The public hearing on this ordinance is now open

There were no requests to be heard.

Burgess – Cox

Motion to close public hearing

Adopted

Absent: Frederic

Burgess - Cox
hearing

Motion to adopt this ordinance on second reading after public

Adopted

Absent: Frederic

C. Bills and Claims

Jones – Cox 1. Bill Lists

RESOLVED THAT THE BILLS AND CLAIMS AGAINST THE TOWNSHIP OF IRVINGTON FOR A PERIOD JUNE 26, 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	\$2,029,492.33
TOTAL	\$2,029,492.33

Adopted

No: Inman

Absent: Frederic

Jones – Burgess 2. Payrolls

June 2, 2018 through June 15, 2018 1, 2018

REGULAR	OVERTIME	OTHER EARNED	TOTAL
\$1,583,643.10	\$114,875.68	\$236,193.48	\$1,934,712.26

Adopted
No: Inman
Absent: Frederic

9. Resolutions & Motions

A. Resolutions

Burgess – Lyons 20. Authorize Non Fair and Open Contract for Legal Services for Special Employment Defense Services – Genova Burns, LLC – Not To Exceed \$25,000.00

A RESOLUTION AWARDING A NON FAIR AND OPEN CONTRACT TO GENOVA BURNS LLC FOR SPECIAL EMPLOYMENT DEFENSE COUNSEL SERVICES

WHEREAS, the Township of Irvington has a need for the services of Special Employment Defense Counsel Services as an alternative method contract pursuant to the provisions of N.J.S.A. 19:44A-20.4; and,

WHEREAS, the Local Public Contract Law (N.J.S.A. 40:A 11-1 et seq.), requires that the resolution of appointment be publicly advertised when professional services are engaged without competitive bids; and,

WHEREAS, the Township Attorney has requested in writing that this service is needed for Special Employment Defense Counsel in the case Jaime Velez Vs. Township of Irvington, OAL Docket Number:- CSR 05035-2018N; and,

WHEREAS, Genova Burns LLC has completed the required C.271 Political Contribution forms and the same are on file in the Office of the Municipal Clerk and Division of Purchasing on June 07, 2018; and,

WHEREAS, Genova Burns LLC has completed and submitted a Business Entity Disclosure Certification which certifies that Genova Burns LLC 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 Genova Burns LLC from making any reportable contributions through the term of the contract, and

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that a contract for Special Employment Defense Counsel be awarded to Genova Burns LLC of 494 Broad Street, Newark, NJ 07102, for an amount not to exceed \$25,000.00; and

BE IT FUTHER 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 FUTHER RESOLVED that the Municipal Clerk shall published a copy of this resolution in the newspaper as required by law; and

BE IT FUTHER RESOLVED this Contract will expired upon the completion of the case; and

BE IT RESOLVED that funds for this service will be paid from the Insurance Fund at an hourly rate of \$200.00 for an amount not to exceed \$25,000.00 and the CFO will certify the same.

Council Member Inman spoke.

Adopted
No: Inman
Absent: Frederic

Jones – Cox 21. Authorize Professional Services Contract for Foreclosure Counsel Services - \$1,200.00 Per Property Not To Exceed \$28,800.00 - O'Donnell McCord, P.C.

RESOLUTION RATIFYING PROFESSIONAL SERVICES CONTRACT FOR FORECLOSURE COUNSEL SERVICES

WHEREAS, resolution number TA 18-0530-14 qualified three firms to provide foreclosure counsel services for the Township of Irvington from July 1, 2018 until June 30, 2019; 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 assigned O'Donnell McCord, P.C. to represent the Township in the twenty four (24) foreclosure matters listed on the attached sheet; and

WHEREAS, the Township Attorney has recommended that a contract be awarded to O'Donnell McCord, P.C., 15 Mount Kemble Avenue, Morristown, NJ, 07960; and

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that a contract for Foreclosure Counsel Services be awarded to O'Donnell McCord, P.C., 15 Mount Kemble Avenue, Morristown, NJ, 07960 for a contract amount not to exceed \$28,800.00. The billing rate shall not exceed \$1,200.00 per foreclosure complaint and \$150.00 per hour for any contested matters; 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 RESOLVED that the required Certification of Availability of Funds, certification number C8-00334 was obtained from the Chief Financial Officer and the appropriation to be charged for this expenditure is C-04-56-849-016-905 in the amount of \$28,800.00.

Adopted
No: Inman
Absent: Frederic

Jones – Cox 22. Authorize Professional Services Contract for Foreclosure Counsel Services - \$1,200.00 Per Property Not To Exceed \$28,800.00 - Eric M. Bernstein and Associates, LLC

RESOLUTION RATIFYING PROFESSIONAL SERVICES CONTRACT FOR
FORECLOSURE COUNSEL SERVICES

WHEREAS, resolution number TA 18-0530-14 qualified three firms to provide foreclosure counsel services for the Township of Irvington from July 1, 2018 until June 30, 2019; 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 assigned Eric M. Bernstein & Associates, LLC to represent the Township in the twenty four (24) foreclosure matters listed on the attached sheet; and;

WHEREAS, the Township Attorney has recommended that a contract be awarded to Eric M. Bernstein & Associates, LLC, 34 Mountain Blvd., Bldg. A, Warren, NJ, 07059; and

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that a contract for Foreclosure Counsel Services be awarded to Eric M. Bernstein & Associates, LLC, 34 Mountain Blvd., Bldg. A, Warren, NJ, 07059 for a contract amount not to exceed \$28,800.00. The billing rate shall not exceed \$1,200.00 per foreclosure complaint and \$150.00 per hour for any contested matters; 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 RESOLVED that the required Certification of Availability of Funds, certification number C8-00335 was obtained from the Chief Financial Officer and the appropriation to be charged for this expenditure is C-04-56-849-016-905 in the amount of \$28,800.00.

Adopted
No: Inman, Lyons
Absent: Frederic

Cox – Burgess 23. Authorize Professional Services Contract for Foreclosure Counsel Services - \$1,000.00 Per Property Not To Exceed \$26,000.00 - Goldenberg, Mackler, Sayegh, Mintz, Pfeffer, Bonchi & Gill

RESOLUTION RATIFYING PROFESSIONAL SERVICES CONTRACT FOR
FORECLOSURE COUNSEL SERVICES

WHEREAS, resolution number TA 18-0530-14 qualified three firms to foreclosure counsel services for the Township of Irvington from July 1, 2018 until June 30, 2019; 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 assigned Goldenberg, Mackler, Sayegh, Mintz, Pfeffer, Bonchi & Gill to represent the Township in the twenty six (26) foreclosure matters listed on the attached sheet; and

WHEREAS, the Township Attorney has recommended that a contract be awarded to Goldenberg, Mackler, Sayegh, Mintz, Pfeffer, Bonchi & Gill, 660 New Road, Suite 1A, Northfield, NJ, 08225; and

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that a contract for Foreclosure Counsel services be awarded to Goldenberg, Mackler, Sayegh, Mintz, Pfeffer, Bonchi & Gill, 660 New Road, Suite 1A, Northfield, NJ, 08225 for a contract amount not to exceed \$31,200.00. The billing rate shall not exceed \$1,200.00 per foreclosure complaint and \$150.00 per hour for any contested matters; 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 RESOLVED that the required Certification of Availability of Funds, certification number

C8-00337 was obtained from the Chief Financial Officer and the appropriation to be charged for this expenditure is C-04-56-849-016-905 in the amount of \$31,200.00.

Adopted
No: Inman
Absent: Frederic

Jones – Burgess 24. Authorize Designation of Fayen 4, LLC as Redeveloper of Block 184, Lots 5, 6 , 7 and 8 Also Known as 32 Woolsey Street, 24 Woolsey Street, 20 Woolsey Street, and 16 Woolsey Street and Authorizing the Execution of a Redevelopment Agreement

**RESOLUTION OF THE TOWNSHIP OF IRVINGTON, IN
THE COUNTY OF ESSEX APPROVING THE
DESIGNATION OF FAYEN 4, L.L.C. AS REDEVELOPER
OF BLOCK 184, LOTS 5, 6 , 7 and 8 IN THE TOWNSHIP OF
IRVINGTON 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, pursuant to the Redevelopment Law, the Municipal Council (the “**Township Council**”) of the Township of Irvington (the “**Township**”), designated certain property within the Township, including, without limitation, the property identified on the official tax maps of the Township as Blocks 183, 184, 185 and 186, as an area in need of redevelopment (the “**Redevelopment Area**”); and

WHEREAS, the Redevelopment Law authorizes municipalities to adopt a redevelopment plan for an area designated as an “area in need of redevelopment” pursuant to which redevelopment projects are to be undertaken; and

WHEREAS, the Redevelopment Area is currently subject to the *Coit Street Phase I 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, pursuant to *N.J.S.A. 40A:12A-4*, the Township has determined to act 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 Redevelopment Area in accordance with the Redevelopment Plan, pursuant to *N.J.S.A. 40A: 12A-4(c)*; and

WHEREAS, the Redeveloper is the owner of the portion of the Redevelopment Area identified on the official tax map of the Township as Block 184, Lots 5, 6 , 7 and 8, commonly known as 32 Woolsey Street, 24 Woolsey Street, 20 Woolsey Street, and 16 Woolsey Street, respectively (the “**Property**”); and

WHEREAS, the Redeveloper has submitted to the Township its plans for the construction of a new, seventy thousand square foot concrete warehouse, along with associated site improvements on the Property (the “**Project**”); 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 redevelopment”, 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; 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.** FAYEN 4, L.L.C. 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, and/or his designee, 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 and 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

REDEVELOPMENT AGREEMENT

REDEVELOPMENT AGREEMENT

By and Between

TOWNSHIP OF IRVINGTON

And

Fayen 4 Urban Renewal, L.L.C.

Dated: _____, 2018

THIS REDEVELOPMENT AGREEMENT (the “**Agreement**” or “**Redevelopment Agreement**”) made this ____ day of _____, 2018 (the “**Effective Date**”) by and between

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

FAYEN 4 URBAN RENEWAL, L.L.C., a New Jersey limited liability company, with principal offices located at 40 Woolsey Street, Irvington, New Jersey 07111-4012, together with permitted successors or assigns hereinafter referred to as the “**Redeveloper**”). Township and Redeveloper, each a “**Party**”, are 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, pursuant to the Redevelopment Law, the Municipal Council (the “**Township Council**”) of the Township of Irvington (the “**Township**”), designated certain property within the Township, including, without limitation, the property identified on the official tax maps of the Township as Blocks 183, 184, 185 and 186, as an area in need of redevelopment (the “**Redevelopment Area**”); and

WHEREAS, the Redevelopment Law authorizes municipalities to adopt a redevelopment plan for an area designated as an “area in need of redevelopment” pursuant to which redevelopment projects are to be undertaken; and

WHEREAS, the Redevelopment Area is subject to the *Coit Street Phase I 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, pursuant to *N.J.S.A. 40A:12A-4*, the Township has determined to act 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 Redevelopment Area in accordance with the Redevelopment Plan, pursuant to *N.J.S.A. 40A: 12A-4(c)*; and

WHEREAS, the Redeveloper is the owner of the portion of the Redevelopment Area identified on the official tax map of the Township as Block 184, Lots 5, 6, 7 and 8, commonly known as 32 Woolsey Street, 24 Woolsey Street, 20 Woolsey Street, and 16 Woolsey Street, respectively (the “**Property**”); and

WHEREAS, the Redeveloper has submitted to the Township its plans for the construction of a new, approximately seventy-three thousand square foot warehouse, along with associated site improvements on the Property (the “**Project**”); and

WHEREAS, Redeveloper desires to be designated by the Township as the “redeveloper” (as defined in the Redevelopment Law) for the Property, and has provided information evidencing financial responsibility and capability, and a construction schedule with respect to the Project; and

WHEREAS, the Redeveloper has obtained site plan approval for the Project from the Irvington Township Planning Board, a copy of the resolution memorializing such approval being attached as Exhibit A (the “**Site Plan Approval**”); and

WHEREAS, the Township Council has determined that the Redeveloper meets all necessary criteria, including financial capabilities, experience, expertise and project concept descriptions, and, as a result, has determined to engage in negotiations with Redeveloper for the purpose of entering into this Agreement; and

WHEREAS, Redeveloper has agreed to implement the Redevelopment Plan to effectuate the Project and in connection therewith, Redeveloper has agreed to devote substantial assets and funds to complete the Project; and

WHEREAS, in order to implement the development, financing, construction, operation and management of the Project, the Township has determined to enter into this Agreement with Redeveloper, which specifies the rights and responsibilities of the Township, and specifies the rights and responsibilities of Redeveloper with respect to the Project.

NOW, THEREFORE, for and in consideration of the promises and of the mutual representations, covenants and agreements herein set forth, the Parties, each binding itself, its successors and assigns (as and if permitted as set forth herein), do mutually promise, covenant and agree 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
Project
Property
Redeveloper
Redevelopment Agreement
Redevelopment Area
Redevelopment Law
Redevelopment Plan
Site Plan Approval
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 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 C.

“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 4.06(c)

“Escrow Agreement” shall be as defined in Section 4.06(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.

“Planning Board” shall mean the Planning Board of the Township.

“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 4.06(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 4.06(b).

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

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 Redevelopment 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 is a limited liability company, duly organized and validly existing in good standing under the laws of the State of New Jersey, and is authorized to do business in the State.

(b) 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.

(c) All necessary consents of the Redeveloper 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, and this Agreement constitutes a valid and legally binding obligation of Redeveloper, enforceable against the Redeveloper in accordance with its terms.

(d) 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.

(e) 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.

(f) 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.

(g) 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..

(h) 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.

(i) 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.

(j) Neither Redeveloper nor its members have been convicted in a criminal proceeding, and none of them are 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 the principals and members of Redeveloper, is not a target of a criminal investigation.

(k) Neither Redeveloper nor its members directly or beneficially, is 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.

(l) Neither Redeveloper nor its members has 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.

(m) 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 Clerk 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 C, 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 (other than with respect to financing for the Project), provided however that a Certificate of Occupancy shall constitute written approval for the sale or lease of 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 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 Site Plan Approval, 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 a new, approximately seventy-three thousand square foot warehouse, along with associated site improvements on the Property in accordance with the Site Plan Approval attached as Exhibit A.

Section 4.03 Redeveloper Deadline: Governmental Approvals, Commencement of Construction and Completion of Construction. The Project Schedule, attached hereto as Exhibit B, 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) 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 4.03. 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 4.04 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 4.05 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 4.06 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 TEN THOUSAND DOLLARS (\$10,000.00) 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 FIVE THOUSAND DOLLARS (\$5,000.00), 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 TEN THOUSAND DOLLARS (\$10,000.00) 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 4.06. 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 4.06 shall survive the issuance of the Certificate of Completion or termination of this Redevelopment Agreement for such sixty (60) day period. Any dispute concerning payment of Township Costs shall be resolved as mutually agreed upon by the Township and the Redeveloper. In the event such a dispute results in litigation, both the Township and Redeveloper will bear its own costs associated with such litigation and the Escrow Account will not be utilized to fund the Borough’s costs in this circumstance. The Parties previously executed an escrow agreement dated June 19, 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 Redevelopment 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 Redevelopment 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 prior to Commencement. 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, 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 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 Redevelopment 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.

(c) Redeveloper shall furnish or cause to be furnished to the Township evidence 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 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.

(e) Redeveloper shall furnish or cause to be furnished to the Township evidence that any consultant with whom it has contracted for the design of the Project carries errors and omissions insurance.

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 it is obtained from insurance companies licensed to conduct business in the State and rated at least A- in Best's Insurance Guide.

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: Fayen 4 Urban Renewal, L.L.C.
Attn: Stephen Boyd
40 Woolsey Street
Irvington, New Jersey 07111-4012

With copies to: Giordano, Halleran & Ciesla
Attn: Steven P. Gouin, Esq.
125 Half Mile Road, Suite 300
Red Bank, NJ 07701-6777

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 December 31, 2020, either the Township or the Redeveloper may 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 two (2) automatic extensions comprised of a maximum period of one hundred and eighty (180) 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: **FAYEN 4 URBAN RENEWAL, L.L.C.**

By: _____
Name: Stephen Boyd
Title: Managing Member

LIST OF EXHIBITS

- A. SITE PLAN APPROVAL
- B. PROJECT SCHEDULE
- C. FORM OF DECLARATION OF COVENANTS AND RESTRICTIONS

EXHIBIT A

PLANNING BOARD SITE PLAN APPROVAL

EXHIBIT B

PROJECT SCHEDULE

June 28, 2018 – Re-adoption of Resolution of Site Plan Approval (Planning Board)

July 30, 2018 – Receipt of All Approvals

August 1, 2018 – Project Commencement

March 31, 2019 – Completion of Construction

EXHIBIT C

Form of Declaration of Covenants and Restrictions

Record and Return to:

Aisha J. Cooper, Esq.
McManimon, Scotland & Baumann, L.L.C.
75 Livingston Avenue, 2nd Floor
Roseland, New Jersey 07068

DECLARATION OF COVENANTS AND RESTRICTIONS

**Block 184, Lots 5, 6, 7 and 8,
Township of Irvington, County of Essex**

This Declaration of Covenants and Restrictions (“**Declaration**”) is made this _____ day of _____, 2018 by **FAYEN 4 URBAN RENEWAL, L.L.C.**, 40 Woolsey Street, Irvington, New Jersey 07111-4012 (together with its permitted successors or assigns as hereinafter provided, the “**Redeveloper**”).

W I T N E S S E T H

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, pursuant to the Redevelopment Law, the Municipal Council (the “**Township Council**”) of the Township of Irvington (the “**Township**”), designated certain property within the Township, including, without limitation, the property identified on the official tax maps of the Township as Blocks 183, 184, 185 and 186, as an area in need of redevelopment (the “**Redevelopment Area**”); and

WHEREAS, the Redevelopment Law authorizes municipalities to adopt a redevelopment plan for an area designated as an “area in need of redevelopment” pursuant to which redevelopment projects are to be undertaken; and

WHEREAS, the Redevelopment Area is subject to the *Coit Street Phase I 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, pursuant to *N.J.S.A. 40A:12A-4*, the Township has determined to act 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 Redevelopment Area in accordance with the Redevelopment Plan, pursuant to *N.J.S.A. 40A: 12A-4(c)*; and

WHEREAS, the Redeveloper is the owner of the portion of the Redevelopment

Area identified on the official tax map of the Township as Block 184, Lots 5, 6, 7 and 8, commonly known as 32 Woolsey Street, 24 Woolsey Street, 20 Woolsey Street, and 16 Woolsey Street, respectively (the “**Property**”); and

WHEREAS, the Redeveloper has submitted to the Township its plans for the construction of a new, approximately seventy-three thousand square foot warehouse, along with associated site improvements on the Property (the “**Project**”); and

WHEREAS, the Township by duly adopted resolution authorized the execution of an agreement with the Redeveloper for the development of the Project dated _____, 2018 (the “**Redevelopment Agreement**”) in accordance with *N.J.S.A.* 40A:12A-8(f) of the Redevelopment Law; and

WHEREAS, Section 3.1 of the Redevelopment Agreement requires Redeveloper to execute and record this Declaration to impose certain covenants and restrictions on the Property.

NOW THEREFORE, in consideration of the foregoing and in compliance with the requirements of the Redevelopment Agreement, Redeveloper, as owner of the Property, hereby declares as follows:

Section 1. Defined terms not otherwise defined herein shall have the meaning assigned to such terms in the Redevelopment Agreement.

Section 2. Redeveloper covenants and agrees that:

(a) Redeveloper shall design, construct, and operate the Project in compliance with the Redevelopment Plan, Governmental Approvals, the Site Plan Approval (as defined in the Redevelopment Agreement), Applicable Laws and the Redevelopment Agreement in all material respects, including the obligation to use commercially reasonable efforts to meet all deadlines and timeframes set forth in the Redevelopment Agreement.

(b) Prior to the issuance of a Certificate of Completion, except as otherwise provided in the Redevelopment Agreement, Redeveloper shall not sell, lease or otherwise transfer the Property, Project or any part thereof without the written consent of the Township, except as permitted under the Redevelopment Agreement (such as financing for the Project).

(c) Redeveloper, in connection with its use or occupancy of the Project, shall not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Property is restricted upon the basis of age (unless otherwise provided for in the Redevelopment Agreement and permitted by Applicable Laws), 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 and any and all taxes, service charges or similar obligations when owed to the Township with respect to any property situated in the Township owned by Redeveloper.

Section 3. The covenants and restrictions set forth in Section 2 above shall be covenants running with the land until extinguished in accordance with the provisions of Section 5 below. All covenants in Section 2, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in the Redevelopment 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 to any part thereof. However, said covenants shall be binding on Redeveloper, its successors and assigns, respectively, only for such period as Redeveloper or any successor or party shall own, lease or occupy the Property, the buildings and structures thereon or any part thereof. Notwithstanding the foregoing, the agreements and covenants set forth in this Declaration shall cease and terminate upon the issuance of a Certificate of Completion for the Project, provided however, that the covenant set forth in Section 2(c) of this Declaration shall remain in effect without limitation as to time

Section 4. In amplification, and not in restriction of the provisions of Section 3, it is intended and agreed that the Township and its successors and assigns shall be deemed beneficiaries of the restrictions and covenants set forth in Section 2 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.

Section 5. The covenants and restrictions set forth in Section 2 shall cease and terminate upon issuance of a final Certificate of Completion for the Project and recordation thereof in the Office of the Essex County Clerk.

Section 6. Upon the issuance and recording of the final Certificate of Completion, the conditions determined to exist at the time the Property was determined to be an area in need of redevelopment shall be deemed to no longer exist with respect to the Property,

Total General Revenues: \$109,637,331.30

Total General Appropriations: \$109,637,331.30

BE IT FURTHER RESOLVED that the public hearing on the Calendar Year 2018 Municipal Budget be scheduled for 8:00 P.M. on Tuesday, August 14, 2018 in the Council Chambers, Municipal Building, Irvington, N.J.

Adopted
Abstain: Inman
Absent: Frederic

ALCOHOLIC BEVERAGE CONTROL BOARD

JUNE 26, 2018

1. Chairman Cox calls the Meeting to Order

Roll Call

Present: Commissioners Burgess, Dr. Hudley, Inman, Jones, Lyons, Chairman Cox

Absent: Frederic (excused)

2. New Business

Cox – Burgess A. Authorize Renewal of ABC Distribution License for the 2018-2019 Licensing Year - 762-764 Chancellor Ave. Corp., t/a Jaison Liquor, Deli & Grocery, 762-764 Chancellor Avenue

WHEREAS, the following named individuals, partnerships or corporations, being applicants for Plenary Retail Distribution Licenses for the year 2018-2019, to sell alcoholic beverages under the provisions of N.J.S.A. Title 33 having been investigated as required by said Law, and the Alcoholic Beverage Control Board being satisfied that said applicants in all things have met the requirements of the law and are suitable and proper individuals, partnerships or corporations to whom Plenary Retail Distribution Licenses for the sale of alcoholic beverages should be issued:

NOW THEREFORE BE IT RESOLVED BY THE MUNICIPAL COUNCIL ACTING AS THE ALCOHOLIC BEVERAGE CONTROL BOARD OF THE TOWNSHIP OF IRVINGTON that permanent Plenary Retail Distribution Licenses be issued to the following named individuals, partnerships and corporations for the sale of alcoholic beverages in original containers for consumption off the licensed premises for the year 2018-2019 at the address set opposite their respective name, viz:

0709-44-067-005	762-764 Chancellor Ave., Corp.	762-764 Chancellor Avenue
	t/a Jaison Liquor, Deli & Grocery	

BE IT FURTHER RESOLVED that the said licenses be issued in the name of and under the seal of the Township of Irvington and be signed by a representative of the License Bureau, in order to fulfill the provisions of the Irvington Township Code, known as Ordinance MC 2622, which license, after being so signed, shall be released by the License Bureau to the licensee.

Adopted
Abstain: Inman
Absent: Frederic

Cox – Burgess B. Authorize Renewal of ABC Consumption License for 2018 - 2019 Licensing Year – Point Tavern, 712 Grove Street, Willmar's Lounge, 865 Springfield Avenue, 43rd Street Café, 1425 Springfield Avenue and Mug's Pub, 63 New Street

WHEREAS, the following named individuals, partnerships or corporations, being applicants for Plenary Retail Consumption Licenses for the year 2018-2019 to sell alcoholic beverages under the provisions of N.J.S.A. Title 33 having been investigated as required by said Law, and the Alcoholic Beverage Control Board being satisfied that said applicants in all things have met the requirements of the law and are suitable and proper individuals, partnerships or corporations to whom Plenary Retail Consumption Licenses for the sale of alcoholic beverages should be issued:

NOW THEREFORE BE IT RESOLVED BY THE MUNICIPAL COUNCIL ACTING AS THE ALCOHOLIC BEVERAGE CONTROL BOARD OF THE TOWNSHIP OF IRVINGTON that permanent Plenary Retail Consumption Licenses be issued to the following named individuals, partnerships and corporations for the sale of alcoholic beverages by the glass or other open receptacles to be consumed on the licensed premises and also for the sale of alcoholic beverages in original containers for consumption off the licensed premises for the year 2018-2019 at the address set opposite their respective name, viz:

0709-33-018-003 Dairy King, Inc. t/a Mug's Pub	63 New Street
0709-33-030-003 Point Tavern, Inc. t/a Point Tavern	712 Grove Street
0709-33-063-004 1425 Springfield Avenue Corp. t/a 43rd Street Café	1425-31 Springfield Avenue
0709-33-085-002 Willmar Lounge, Inc. t/a Willmar Lounge	865 Springfield Avenue

BE IT FURTHER RESOLVED that the said licenses be issued in the name of and under the seal of the Township of Irvington and be signed by a representative of the License Bureau, in order to fulfill the provisions of the Irvington Township Code, known as Ordinance MC 2622, which license, after being so signed, shall be released by the License Bureau to the licensee.

Adopted
Abstain: Inman
Absent: Frederic

Cox – Burgess C. Authorize Transfer of Plenary Retail Distribution License From Rutvi, Inc., Trading as Maple Liquors to Dhanshree, Inc. (Inactive License)

WHEREAS, application has been made by Dhanshree, Inc., a corporation, mailing address 170 Hayes Mill Road, Atco, N.J. 08004 for the premises located at (INACTIVE LICENSE), for the transfer of Plenary Retail Distribution License #0709-44-012-004, heretofore issued to Rutvi, Inc., a corporation, trading as Maple Liquors, for the premises located at (INACTIVE LICENSE), Irvington, New Jersey to Rutvi, Inc., a corporation, trading as Maple Liquors, for the premises located (INACTIVE LICENSE); and

WHEREAS, the applicant has complied with all applicable state statutes and regulations and Chapter 59, Section 21 of the Revised Code:

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL ACTING AS THE ALCOHOLIC BEVERAGE CONTROL BOARD OF THE TOWNSHIP OF IRVINGTON that the application be and the same is hereby granted; that Plenary Retail Distribution License #0709-44- 012-005, heretofore issued to Rutvi, Inc., a corporation, trading as Maple Liquors, for the premises located at (INACTIVE LICENSE) be transferred over and to by Dhanshree, Inc., a corporation, mailing address 170 Hayes Mill Road, Atco, N.J. 08004 for the premises located at (INACTIVE LICENSE); and

BE IT FURTHER RESOLVED that the License Bureau is hereby authorized to endorse the aforesaid license over and to Dhanshree, Inc., a corporation, mailing address 170 Hayes Mill Road, Atco, N.J. 08004 for the premises located at (INACTIVE LICENSE) in accordance with N.J.A.C. 13:2-7.21.

FEE PAID: \$380.00

NEW LICENSE NUMBER: 0709-44-012-005

Effective Date of the Transfer: June 26, 2018

Adopted
Abstain: Inman
Absent: Frederic

Cox – Burgess D. Authorize Transfer of Plenary Retail Consumption License From San Andres & Salazar, Inc., Trading as Eddy's Tavern to Funhouse Entertainment, LLC (Inactive License)

WHEREAS, application has been made by Funhouse Entertainment, LLC., a Corporation, no trade name listed on application, for the transfer of Plenary Retail Consumption License # 0709-33-009-006 heretofore issued to San Andres & Salazar, Inc., a corporation, trading as Eddy's Tavern, for premises located at 9-11 Myrtle Avenue to Funhouse Entertainment, LLC., a corporation, o trade name listed on application, for the premises located at 9-11 Myrtle Avenue; and

WHEREAS, the applicant has complied with all applicable State Statutes and Regulations and Chapter 59, Section 21 of the Irvington Revised Code:

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL ACTING AS THE ALCOHOLIC BEVERAGE CONTROL BOARD OF THE TOWNSHIP OF

IRVINGTON, NEW JERSEY that the application be and the same is hereby granted; that Plenary Retail Consumption License #0709-33-019-006 heretofore issued to San Andres & Salazar, Inc., a corporation, trading as Eddy's Tavern, for premises located at 9-11 Myrtle Avenue be transferred over and to Funhouse Entertainment, LLC., a Corporation, no trade name listed on application for the premises located at 9-11 Myrtle Avenue, Irvington, N.J. 07111; and

BE IT FURTHER RESOLVED that the Chief License Clerk is hereby authorized to endorse the aforesaid license over and to Funhouse Entertainment, LLC., a Corporation, no trade name listed on application for the premises located at 9-11 Myrtle Avenue, Irvington, N.J. 07111 in accordance with N.J.A.C. 13:2-7.21.

FEE PAID \$380.00 NEW LICENSE NUMBER 0709-33-009-007

Effective Date of Transfer: June 26, 2018

Adopted
Abstain: Inman
Absent: Frederic

3. Adjournment

12. Miscellaneous

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

Elouise McDaniel, 214 Nesbit Terrace
Michelle Johnson, 61 Coit Street
Robert Shaw, 57 Coit Street
Rosemarie Horner, 31 Oakland Street

Council Member Burgess 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 8:58 P.M.

David Lyons, Council President

Harold E. Wiener, Municipal Clerk