

REGULAR COUNCIL MEETING
DECEMBER 18, 2018

Council Chamber, Municipal Building
Irvington, N.J. – Tuesday Evening
December 18, 2018 - 8:00 P.M.

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

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

Absent: None

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 – December 4, 2018
2. Municipal Court Electronic Collections Report Through November, 2018

7. Reports of Committees

A. Request for Proposal Results - Various Professional Services - November 29, 2018

8. Ordinances, Bills & Claims

None

9. Resolutions & Motions

A. Resolutions

Frederic – Jones 1. Authorize Submission of Strategic Plan for Irvington Municipal Alliance Grant for Fiscal Year 2019-2020 – DEDR \$41,580, Cash Match \$10,500.00, In Kind \$31,500.00

**Governor’s Council on Alcoholism and Drug Abuse
Fiscal Grant Cycle July 1, 2019-June 30, 2020**

WHEREAS, the Governor’s Council on Alcoholism and Drug Abuse established the Municipal Alliances for the Prevention of Alcoholism and Drug Abuse in 1989 to educate and engage residents, local government and law enforcement officials, schools, nonprofit organizations, the faith community, parents, youth and other allies in efforts to prevent alcoholism and drug abuse in communities throughout New Jersey.

WHEREAS, Irvington Municipal Council of the Township of Irvington of, County of Essex, State of New Jersey recognizes that the abuse of alcohol and drugs is a serious problem in our society amongst persons of all ages; and,

WHEREAS, the Irvington Municipal Council further recognizes that it is incumbent upon not only public officials but upon the entire community to take action to prevent such abuses in our community; and,

WHEREAS, the Irvington Municipal Council has applied for funding to the Governor’s Council on Alcoholism and Drug Abuse through the County of Essex;

NOW, THEREFORE, BE IT RESOLVED by the Township of Irvington, County of Essex, State of New Jersey hereby recognizes the following:

1. The Township of Irvington Council does hereby authorize submission of a strategic plan for the Irvington Municipal Alliance grant for fiscal year 2019-2020 in the amount of:

DEDR	\$41,580.00
Cash Match	\$10,500.00
In-Kind	\$31,500.00

2. The Township of Irvington Council acknowledges the terms and conditions for administering the Municipal Alliance grant, including the administrative compliance and audit requirements.

Adopted

Frederic – Lyons 2. Authorize Emergency Public Defender Services for June 28, July 03, July 10, and August 07, 2018 Court Sessions to GV Law Group LLC, Fanya Veksler - \$200.00 Per Court Session – Total - \$800.00

RESOLUTION TO AWARD AN EMERGENCY FOR PUBLIC DEFENDER SERVICES

WHEREAS, resolution number TA 17-1227-52 approved the use of three Public Defenders on an on-call basis; and

WHEREAS, the two appointed Public Defenders and the Chief Public Defender were unavailable for several sessions on June 28, July 03, July 10, and August 07, 2018 and;

WHEREAS, the Business Administrator and the Mayor approved on an emergency basis the use of GV Law Group LLC, Fanya Veksler to serve as an alternate Public Defender, and;

WHEREAS, the Business Administrator and the Mayor wishes to pay GV Law Group LLC, Fanya Veksler, Fanya Veksler of 711 Jersey Ave, New Brunswick, NJ 08901 for the emergency service rendered, and;

WHEREAS, GV Law Group LLC, Fanya Veksler will be paid \$200.00 per session for services rendered from the above four days.

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that it ratifies the decision of the Mayor and the Business Administrator of the Township of Irvington to authorize an emergency contract in the amount of \$800.00 per session to GV Law Group LLC, Fanya Veksler of 711 Jersey Ave, New Brunswick, NJ 08901 for Public Defender Service.

BE IT FURTHER RESOLVED, that the required certification of availability of funds C8-00408 in the amount of \$8,00.00 from account number T-13-56-860-000-840 has been obtained from the Chief Financial Officer for this contract.

Adopted

Jones - Frederic 3. Authorize Change Order - Contract for Leaves, Brush and Mixed Vegetative Waste Removal Due to Increase in Tonnage Amount – Additional \$25,363.00 - Nature's Choice Corporation – Total Contract Price \$105,363.00

A RESOLUTION INCREASING THE NOT TO EXCEED AMOUNT FOR THE LEAVES, BRUSH AND MIXED VEGETATIVE WASTE CONTRACT

WHEREAS, resolution number DPW 17-0912-37 was approved by the Municipal Council on September 12, 2017 for leaves, brush and mixed vegetative waste contract for an amount not to exceed \$80,000.00; and

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

WHEREAS, it was determined that additional \$25,363.00 is needed for leaves, brush and mixed vegetative waste removal; and

THEREFORE, BE IT RESOLVED, that the contract for leaves, brush and mixed vegetative waste is hereby amended to an amount not to exceed \$105,363.00 to Nature's Choice Corporation of 398 Lincoln Blvd, Middlesex, NJ 08846; and,

BE IT RESOLVED, that the Mayor be and is hereby authorized to execute amended contract for this service with Nature's Choice Corporation of 398 Lincoln Blvd, Middlesex, NJ 08846, increasing the total contract amount to \$105,363.00; and,

BE IT RESOLVED, that Certification of Funds number C7-00263 has been obtained from the Chief Financial Officers for the total sum of \$25,363.00 charged to account number 8-01-32-465-465-118.

Adopted

Burgess – Cox 4. Authorize Purchases of Telecommunication Service Over the \$40,000.00 by State Contract With Broadview - \$250,000.00, Verizon Wireless - \$175,000.00 and Verizon Landline - \$130,000.00

**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 Amount	State Contract Number	Commodity
Broadview \$250,000.00	85017	Telecommunications
Verizon Wireless \$175,000.00	82583	Telecommunications
Verizon Landline \$130,000.00	85943	Telecommunications

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

Cox – Jones 5. Authorize Fair and Open Contract for Auditing and Related Financial Services- Samuel Klein & Company - \$118,000.00 for the Statutory Audit, \$7,500.00 for Review of the Annual Financial Statement, \$1,500.00 for Review of the Annual Debt Service and \$8,500.00 for Assistance With Budget Preparation – Total Contract Amount Not to Exceed \$135,500.00

**RESOLUTION AUTHORIZING FAIR AND OPEN PROFESSIONAL SERVICE
CONTRACT FOR AUDITING SERVICES FOR CALENDAR YEAR 2019**

WHEREAS, the Request for Proposals for professional auditing service was publicly advertised in the New Jersey Star Ledger on November 08, 2018 with a deadline for proposals to be submitted on November 29, 2018; and

WHEREAS, one qualification was received and publicly opened; and

WHEREAS, said qualification was referred to the Chief Financial Officer (CFO); and

WHEREAS, the qualification satisfied the bid requirement and;

WHEREAS, the Chief Financial officer has recommended award should be made to the following firm:

Samuel Klein & Co.
550 Broad Street, 11th Floor
Newark, N.J. 07102

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that a contract for auditing services be awarded to Samuel Klein & Company, 550 Broad Street, Newark, NJ 07102 on the basis of their response to the request for proposal meeting the selection criteria and qualifications, for an amount not to exceed \$118,000.00 for the Statutory Audit, \$7,500.00 for the review of the Annual Financial Statement, \$1,500.00 for the review of the Annual Debt Service and \$8,500.00 for Assistance with the Budget Preparation for a total contract amount not to exceed \$135,500.00 starting on January 01, 2019 until December 31, 2019;and

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

BE IT RESOLVED that the required Certification of Availability of Funds in the amount not to exceed \$135,500.00 for the Auditing services will be obtained from the Chief Financial Officer contingent on the adoption of the Calendar year 2019 budget.

Adopted

Frederic – Hudley 6. Commendation - Dr. Jean Wutnel Emile in Commemoration of Haitian Independence Day, 2018

**DR. JEAN WUTNEL EMILE
RESOLUTION OF COMMENDATION IN COMMEMORATION OF HAITIAN
INDEPENDENCE DAY, 2018**

WHEREAS, Dr. Jean Wutnel Emile attended Brookdale Community College in Lincroft, N.J. receiving an Associate Degree Business Administration in May of 1997, and an Associate Degree in Accounting in September of 1998; and

WHEREAS, Dr. Jean Wutnel Emile attended Kean University in Union, N.J. receiving a Bachelor of Science Degree in Finance and a Bachelor in Economics in January of 1999; and

WHEREAS, Dr. Jean Wutnel Emile attended the New Jersey Institute of Technology in Newark, N.J. receiving a Master of Science Degree in Management and Finance in May of 2000; and

WHEREAS, Dr. Jean Wutnel Emile again attended Kean University in Union, N.J. receiving a Master of Science Degree in Accounting in September of 2016; and

WHEREAS, Dr. Jean Wutnel Emile attended Warren National University in Cheyenne, WY
Receiving a Philosophy Doctorate in Business Administration in April 2009; and

WHEREAS, Dr. Jean Wutnel Emile is a certified Notary Public, a certified Tax Preparer and a certified New Jersey School Business Administrator; and

WHEREAS, Dr. Jean Wutnel Emile currently is a supervisor in the Township of Irvington's Department of Revenue and Finance and served as a member of the Irvington Zoning Board of Adjustment before becoming employed by the Township; and

WHEREAS, from 1995 to 2014 Dr. Jean Wutnel Emile previously served as Human Resources Director for Alaris Health; as owner and manager of Wutnel Professional Services, offering insurance, accounting and tax services; as a teacher and substitute teacher with the Newark and Irvington Board's of education; as a financial planner for Metlife Financial Services, as a payroll clerk for Marlboro State Hospital, and as a stock manager for High Voltage Company; and

WHEREAS, Dr. Jean Wutnel Emile is an alumni member of Brookdale College and an Epsilon Omega Member of Kean University; and

WHEREAS, Dr. Jean Wutnel Emile has been involved with various educational seminars in the areas of payroll rules and regulations, financial needs analysis, human resources, investment and mutual funds, retirement planning and education funding, amongst others:

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL FO THE TOWNSHIP OF IRVINGTON that the Township of Irvington commends and applauds the many achievements of Dr. Jean Wutnel Emile in commemoration of Haitian Independence Day; 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 Dr. Jean Wutnel Emile.

Adopted

Cox – Jones 7. Authorize Transfer of Eight Properties and Two Lots from Brand New Day and Authorizing the Assumption of Debt - (1) 352 21st Street; (2) 354 21st Street; (3) 357 21st Street; (4) 359 21st Street; (5) 125 19th Avenue; (6) 127 19th Avenue; (7) 66 22nd Street; (8) 68 22nd Street; (9) 1-7 Nelson Place; and (10) 11 Standard Place

**RESOLUTION APPROVING THE AGREEMENT TO
TRANSFER EIGHT PROPERTIES AND TWO LOTS FROM
BRAND NEW DAY TO THE TOWNSHIP OF IRVINGTON AND
THE ASSUMPTION OF DEBT ATTACHED THERETO**

WHEREAS, the Township of Irvington approved ordinances on May 18, 2018 to acquire five properties (5) and two (2) lots from Brand New Day (“BND”);

WHEREAS, the Mayor of the Township of Irvington is requesting the approval of an ordinance to transfer three (3) additional properties to the Township of Irvington;

WHEREAS, the Township and Brand New Day have finalized the terms and conditions of the transfer of the eight (8) properties and two (2) lots detailed in the agreement attached hereto;

WHEREAS, BRAND NEW DAY by resolution number UEZ-9-052-11 dated May 12, 2009 acquired eleven (11) vacant lots and was awarded HUD HOME Funds to construct single family homes on the lots;

WHEREAS, BRAND NEW DAY, INC. since 2009 had begun but has not completed construction of the properties and is not financially capable of completing the construction of the properties thereby compromising the Township’s ability to meet federal requirements;

WHEREAS, the partially constructed structures are contributing to the slum and blight in the community and is comprising the Township’s ability to satisfy its obligations under federal law, HUD regulations and HOME program guidelines;

WHEREAS, the Township is acquiring the properties to facilitate the completion and renting or sale of the completed projects to be used by income eligible occupants;

WHEREAS, as a result of the insolvency of Brand New Day, the Township will be assuming responsibility to pay the following debt attached to the properties, \$20,609.98 owed to the Internal Revenue Service and \$ 90,100.11 owed to Your Way Construction.

WHEREAS, the Mayor and his Administration has the authority to pay off any reasonable additional amount above the debt balances detailed herein and to negotiate a reduced amount with the parties entitled to the debt pay off.

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

SECTION 1. The Township of Irvington approves the attached agreement to facilitate the transfer of the eight (8) properties and the two (2) lots from Brand New Day to the Township,

SECTION 2. The Township of Irvington does hereby agrees to assume the following debt attached to the properties, \$20,609.98 owed to the Internal Revenue Service and \$ 90,100.11 owed to Your Way Construction, or any reasonable increase in the amount for each listed debt,

SECTION 3. This resolution shall take effect immediately.

ATTACHMENT

TRANSFER AGREEMENT

**AGREEMENT TO TRANSFER PROPERTIES FROM BRAND NEW DAY INC.,
AND TO THE TOWNSHIP OF IRVINGTON**

THIS AGREEMENT (the “**Agreement**”) is made on this 14th day of December, 2018 (the “Effective Date”) by and between the **TOWNSHIP OF IRVINGTON**, whose address is 1 Civic Square, Irvington, New Jersey 07111, an instrumentality and agency of the State of New Jersey (the “**Township**”) and **BRAND NEW DAY, INC.**, whose address is 176 First Street, Elizabeth, New Jersey 07211, a not-for-profit corporation formed under the laws of the State of New Jersey (the “**BND**”, and together with the Township, the “**Parties**”).

WITNESSETH:

WHEREAS, the Township was the recipient of HOME Partnership Funds from the Department of Housing and Urban Development which were to be allocated to the development of affordable housing within the Township by a qualified Community Housing Development Organization (“CHDO”); and

WHEREAS, BND alleged that it was a qualified Community Housing Development Organization (“CHDO”) that was capable of undertaking a project to construct affordable housing units; and

WHEREAS, by Resolution No. OCDP 07-0911-43, dated September 11, 2007 the Municipal Council of the Township of Irvington (the “**Township Council**”) awarded BND, in its capacity as a CHDO, \$550,000.00 to construct eleven (11) single family homes for low/moderate income Irvington homebuyers at scattered sites in the Township’s East Ward target areas of redevelopment comprising Blocks 145 through 147; as well as an award of \$31,664.70 to cover operating expenses (the “BND Project”); and

WHEREAS, by Resolution No. UEZ 09-0512-11, dated May 12, 2009, the Township authorized the execution of a Redevelopment Agreement between the Township and BND which Agreement was fully executed (the “BND Agreement”); and

WHEREAS, the BND Agreement set forth the terms of the BND Project as follows: the transfer of eleven (11) Township owned lots to BND for no monetary consideration but with the understand that BND would construct and sell eleven (11) single family homes using funds awarded by the Township under resolution No. OCDP 07-0911-43; and

WHEREAS, by Resolution No. OCDP 13-0709-16 dated July 9, 2013, the Township approved and the Township did disbursement \$500,000.00 of an additional \$500,000.00 to BND to facilitate the development of the properties;

WHEREAS, on August 12, 2014, Resolution No. ODCP-14-0812-9 was adopted and the BND Agreement was amended to provide for an expansion of the BND Project by way of the subdivision of two of the eleven (11) properties and the acquisition of two properties from a private seller. Thereby increasing the BND Project from the construction of eleven (11) single family homes to the construction of fifteen (15) units of housing allotted as follows: nine (9) single family homes, three (3) two family homes and one (1) public park; and

WHEREAS, the expansion of the BND Project required additional funding and the Township Council adopted Resolution No. OCDP 14-082-9, dated August 12, 2014, which awarded BND an additional funding in the amount \$412,280.00; and

WHEREAS, Brand New Day acknowledges that there are two properties remaining to be transferred, 352 21st, Block 145 and Lot 9 and 354 21st Street. Block 145 and Lot 10 that are a part of this project and that were transferred to Brick by Brick by Brand New Day and Brand New Day will assist in facilitating transfer back to the Township; and

WHEREAS, a total of \$ 1,493,944.70 in HOME Partnership Funds was disbursed by the Township to BND between 2007 and 2014 to complete and sell 15 parcels that are subject to federal deed restrictions, program specifications and income requirements; and

WHEREAS, the Township alleges that it has met all of its obligations in connection with the BND Agreement and the BND Project; and

WHEREAS, the Township alleges that BND has not breached its obligations in connection with the BND Agreement and the BND Project; and

WHEREAS, the Township asserts and BND denies and disputes that it has breached its obligations in connection with the BND Agreement and the BND Project; and

WHEREAS, the Township asserts that it has various remedies under the law including, and among other things, having title to the properties returned to the Township from BND and imposition of various municipal liens; and

WHEREAS, the parties have met and conferred and come to an agreement regarding these disputes;

NOW, THEREFORE, in an effort to avoid the cost of litigation and in consideration of the promises and mutual covenants contained herein, the Parties do hereby covenant and agree each with the other as follows:

**ARTICLE 1
AGREEMENT TO TRANSFER TITLE TO PROPERTIES**

1.01 Transfer properties. BND shall execute quit claim deeds conveying all of their right title and interest in and to the following eight (8) properties: (1) 357 21st Street, Block 146, Lot 8; (2) 359 21st Street, Block 146 and Lot 7; (3) 125 19th Avenue, Block 147 and Lot 21; (4) 127 19th Avenue, Block 147 and Lot 20; (5) 66 22nd Street, Block 147 and Lot 4.01; (6) 68 22nd Street, Block 147 and Lot 4.02; (7) 1-7 Nelson Place, Block 145 and Lot 12; and (8) 11 Standard Place, Block 147 and Lot 31.01 (the “Subject Properties”).

1.02 Transfer of Properties in title to Brick by Brick, Brand New Day will assist in facilitating the transfer of the two remaining properties in this project, 352 21st, Block 145 and Lot 9 and 354 21st Street. Block 145 and Lot 10 that is presently owned by Brick by Brick to the Township; and

1.03 Liens. The Township shall release BND, including its successors, assigns employees, agents, or representatives from liability for any and all property tax liens, municipal code violations, deed restrictions and liability for HOME Partnership Funds. Also, any other liability regarding the title or conditions of the properties.

**ARTICLE II
REPRESENTATIONS AND WARRANTIES**

2.01 Representations and Warranties of Brand New Day. BND hereby makes the following representations and warranties:

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

(b) BND is a duly organized and a validly existing legal entity under the laws of the State of New Jersey and all necessary consents 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 BND’s behalf.

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

(d) No adjudication of bankruptcy of BND or a filing for voluntary bankruptcy by BND 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 BNF shall have been filed.

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

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

(g) To the best of BND'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 BND pursuant to this Agreement; or (ii) is likely to result in a material adverse change in BND's property, assets, liabilities or condition which will materially and substantially impair its ability to perform pursuant to the terms of this Agreement.

(h) BND's execution and delivery of this Agreement and its performance hereunder will not constitute a violation of any agreement, mortgage, indenture, instrument or judgment, to which BND is a party.

(i) To the best of BND's knowledge and belief after diligent inquiry all information and statements included in any information submitted to the Township and its agents are true and correct in all respects. BND acknowledges that the facts and representations contained in the information submitted by BND are a material factor in the decision of the Township to enter into this Agreement.

(j) In addition to the information that will be disclosed by the title search obtained by the Township, BND represents to the best of its knowledge that the following are all of the Judgments debts, liabilities and liens attached to ALL of the properties to be transferred to the Township as indicated on the Assurance Title Services, LLC., title binder dated September 21, 2018 attached hereto. The Your Way Construction and Federal Tax Lien that attached to the above referenced properties will be assumed by the Township of Irvington. BND as the current owner of the property shall obtain pay up statement for both debts and provide the updated statements with final copy of the agreements.

- | | |
|---------------------------------|---|
| 1. Your way construction | \$ 90,100.11 plus \$240.00 costs |
| 2. Federal Tax Lien | \$20,609.98. |

2.02 Representations and Warranties of the Township of Irvington. The Township will assume responsibility to ensure that all affordability restrictions and federal laws applicable to HUD funds disbursed to facilitate redevelopment of the above referenced properties for both the HOME Partnership's Program and the Neighborhood Stabilization Program (NSP) through the State of New Jersey Department of Community Affairs ("DCA") are met and adhered to.

ARTICLE III GENERAL RELEASE

3.01 General Release by the Township of Irvington. The Township does hereby release, cancel, forgive and forever discharge **Brand New Day, Inc.**, and all of its present and former officers, agents, directors, board members, supervisors, attorneys, insurers, re-insurers, employees, members, stockholders, all related companies, and any of their corporate parents, subsidiaries, and affiliates, and all persons acting on its behalf from all actions, claims, demands, damages, obligations, liabilities, controversies and executions, of any kind or nature whatsoever, including but not limited to any tax liability, known at the time of the execution of this agreement, whether suspected or not, which have arisen, or may have arisen, or shall arise by reason of the incident described above and does specifically waive any claim or right to assert any cause of action or alleged case of action or claim or demand which has, through oversight or error intentionally or unintentionally or through a mutual mistake, been omitted from this Release.

3.02 General Release by the State of New Jersey Department of Community Affairs does hereby release, cancel, forgive and forever discharge Brand New Day, Inc., and all of its present and former officers, agents, directors, board members, supervisors, attorneys, insurers, re-insurers, employees, members, stockholders, all related companies, and any of their corporate parents, subsidiaries, and affiliates, and all persons acting on its behalf from all actions, claims, demands, damages, obligations, liabilities, controversies and executions, of any kind or nature whatsoever, known at the time of the execution of this agreement, whether suspected or not, which have arisen, or may have arisen, or shall arise by reason of the incident described above and does specifically waive any claim or right to assert any cause of action or alleged case of action or claim or demand which has, through oversight or error intentionally or unintentionally or through a mutual mistake, been omitted from this Release.

ARTICLE IV TERMINATION

4.01. Termination Rights Related to Litigation. If third party litigation is commenced challenging the validity of the 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 of 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 hereto 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 hereto may elect to terminate this Agreement.

ARTICLE V MISCELLANEOUS

5.01. Non-Liability of Officials and Employees of the Township. 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.

5.02. 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.

5.03. Exhibits. Any and all Exhibits annexed to this Agreement are hereby made a part hereof.

5.04. 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.

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

5.06. Indemnification.

- a) BND, 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, consultants, representatives, and their 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 BND or its agents, employees or consultants, of BND's obligations under this Agreement, or (ii) the acts or omissions of BND or of BND'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 5.06 in the event that the indemnification otherwise due pursuant to this Section 5.06 is attributable to the gross negligence of the Township.
- b) The Township, for itself and its successors and assigns, covenants and agrees, at its sole cost and expense to indemnify, defend and hold harmless BND, its governing body, their respective officers, employees, agents, attorneys, consultants, representatives, and their 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 the Township of its agents, employees or consultants, of the Township's obligations under this Agreement, or (ii) the acts or omissions of the Township of the Township'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 5.06 in the event that the indemnification otherwise due pursuant to this Section 5.06 is attributable to the gross negligence of BND.

5.07. Title Insurance. The Township shall obtain a title insurance policy on said properties and the Township shall be named as a beneficiary on the policy.

5.08. Notices. Formal notices, demands and communications (“**Notice**”) between the Township and BND 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.

The provisions of this Agreement must be read as a whole and are not severable and/or separately enforceable by either party hereto.

IN WITNESS WHEREOF, the undersigned have executed this Release in duplicate originals as of the date first set forth above.

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

To Township: Township of Irvington
Attn: Hon. Tony Vauss, Mayor
1 Civic Square
Irvington, New Jersey 07111

With copies to: Township of Irvington
Attn: Ramon E. Rivera
Township Attorney
1 Civic Square
Irvington, New Jersey 07111

Genia C. Philip, Director
Department of Economic Development & Grants Oversight
1 Civic Square, Room 102
Irvington, New Jersey 07111

With copies to: Antonelli Kantor, P.C.
1000 Stuyvesant Avenue
Suite #1
Union, New Jersey 07083

[REMAINDER OF THIS PAGE LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of date first written above.

Attest:
IRVINGTON

TOWNSHIP OF

Harold E. Wiener, Township Clerk

By: _____
Hon. Tony Vauss, Mayor

SEAL

Witness/Attest:

BRAND NEW DAY, INC.

Name:

By: _____
Rachel Marshall, President and C.E.O.

Adopted

Burgess – Hudley 8. Authorize Pool of Architectural Firms for Architectural Services – Calendar 2019 Year - The Musial Group Architecture, DMR Architects PC, James R. Guerra and AMPED Architecture

**RESOLUTION QUALIFYING ARCHITECTURAL SERVICE IN A FAIR AND OPEN
PROFESSIONAL SERVICE**

WHEREAS, the Request for Qualifications (RFQs) for Architectural services was publicly advertised in the New Jersey Star Ledger on October 22, 2018 with a deadline for qualifications to be submitted qualifications on November 08, 2018; and

WHEREAS, four qualifications were received and publicly opened by the Purchasing Agent, Township Engineer and Municipal Clerk; and

WHEREAS, said qualifications were referred to the Township Engineer;

WHEREAS, the Township Engineer has recommended the award of contracts to the following firms for one year;

The Musial Group Architecture
191 Mill Lane
Mountainside, NJ 07092

DMR Architects PC
777 Terrace Ave, Suite 607,
Hasbrouck Heights, NJ 07604

James R. Guerra
55 Jefferson Ave,
Elizabeth, NJ 07201

AMPED architecture
One Gateway Center, Suite 2600,
Newark, NJ 07102

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that contracts for Architectural services be awarded to the above two vendors and the Township Engineer will solicit quotes from the above vendors for each municipal project and submit a resolution to the Municipal Council for all projects before retaining their services.

BE IT FURTHER RESOLVED, that appointment is for one year starting on December 18, 2018 and ending on December 17, 2019; and

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

BE IT RESOLVED that the required Certification of Availability of Funds will be obtained from the Chief Financial Officer when quotes are submitted to the Municipal Council for each individual project.

Adopted

Jones – Burgess 9. Authorize Designation of ATG I Holdings, LLC as Redeveloper of Blocks 144, 145, 146 and 147 in the East Ward/East Springfield Avenue Redevelopment Area

**RESOLUTION AUTHORIZING THE CONDITIONAL
DESIGNATION OF ATG I HOLDINGS LLC AS REDEVELOPER
FOR CERTAIN PROPERTY LOCATED WITHIN THE EAST
WARD/ EAST SPRINGFIELD AVENUE REDEVELOPMENT AREA**

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

WHEREAS, the Municipal Council (the “**Township Council**”) of the Township of Irvington (the “**Township**”), pursuant to and in accordance with the requirements of the Redevelopment Law, has designated certain properties within the Township as an area in need of redevelopment, including the properties identified as Blocks 144, 145, 146 and 147 on the Township’s tax maps (the “**Property**”); and

WHEREAS, pursuant to the Redevelopment Law, the Township Council adopted an ordinance enacting the “*Redevelopment Plan for the East Ward/East Springfield Avenue Redevelopment Area*” (the “**Redevelopment Plan**”) pursuant to which redevelopment projects are to be undertaken within the Redevelopment Area; and

WHEREAS, ATG I Holdings LLC (the “**Company**”) submitted to the Township a Redeveloper’s Application outlining the concept for the redevelopment of the Parcels into a series of residential, commercial and mixed use units as well as a community center for educational purposes Plan (the “**Project**”) for the review and consideration as to that portion of the Redevelopment; and

WHEREAS, the Redeveloper submitted information in its Redeveloper's Application outlining its financial capabilities, experience, expertise and project concept descriptions for the Project and requested designation by the Township as the redeveloper for the Project; and

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

WHEREAS, the Township wishes to designate the Company as redeveloper of the Property for a period not to exceed two (2) years, so that the Township and the Company may negotiate a redevelopment agreement (the “**Redevelopment Agreement**”) with respect to the Project; and

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

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

Section 2. Conditional Designation of Redeveloper; Negotiation of a Redevelopment Agreement.

(a) The Township hereby designates ATG I Holdings LLC as redeveloper of the Property for a period not to exceed 2 (2)years, and hereby further directs and authorizes the Director of Community Development, in consultation with counsel, and with such other Township officials as may be necessary, to negotiate a Redevelopment Agreement with ATG I Holdings LLC during that time.

(b) If, at the expiration of two (2) years, the Township shall not have authorized the execution of the Redevelopment Agreement, then the designation of ATG I Holdings LLC as redeveloper of the Property shall terminate without the need for any other action by the Township to evidence same.

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

Section 4. Resolution on File. A copy of this resolution shall be available for public inspection at the offices of the Township Clerk.

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

Adopted

Frederic – Jones 10. Authorize Handicapped Parking Spaces in front of 60 - 40th Street, 40 Maple Avenue, 119 Coolidge Street, 51 Breckenridge Terrace, 131 Paine Avenue, 10 Lafayette Place, 75 Coolidge Street, 97 – 21st Street and 23 Orange Avenue

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

WHEREAS, requests have been made for restricted parking spaces in front of 60 - 40th Street, 40 Maple Avenue, 119 Coolidge Street, 51 Breckenridge Terrace, 131 Paine Avenue, 10 Lafayette Place, 75 Coolidge Street, 97 – 21st Street and 23 Orange Avenue:

NOW, THEREFORE BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that a parking space restricted for use by any person who has been issued a special vehicle identification card pursuant to the provisions of N.J.S.A. 39:4-205, when using a motor vehicle on which is displayed a certificate, for which a special vehicle identification card has been issued pursuant to N.J.S.A. 39:4-206, be established in front of 60 - 40th Street, 40 Maple Avenue, 119 Coolidge Street, 51 Breckenridge Terrace, 131 Paine Avenue, 10 Lafayette Place, 75 Coolidge Street, 97 – 21st Street and 23 Orange Avenue; and

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

Adopted

10. Communications and Petitions

A. Communications

None

11. Pending Business

None

12. Miscellaneous

A. Bingos and Raffles

None

NON-CONSENT AGENDA ITEMS

8. Ordinances, Bills & Claims

A. Ordinances on 1st Reading

1. Authorize Quit Claim Deed for 352 21st Street, Block 145, Lot 10

AN ORDINANCE ACCEPTING A QUIT CLAIM DEED FOR 352 21st STREET, IRVINGTON, NEW JERSEY, 07111, BLOCK NO. 145 AND LOT NO. 10 IN THE TOWNSHIP OF IRVINGTON FROM BRAND NEW DAY, INC.

Adopted

2. Authorize Quit Claim Deed for 354 21st Street, Block 145, Lot 9

AN ORDINANCE ACCEPTING A QUIT CLAIM DEED FOR 354 21st STREET, IRVINGTON, NEW JERSEY, 07111, BLOCK NO. 145 AND LOT NO. 9 IN THE TOWNSHIP OF IRVINGTON FROM _____

Adopted

3. Authorize Quit Claim Deed for 357 21st Street, Block 146, Lot 8

AN ORDINANCE ACCEPTING A QUIT CLAIM DEED FOR 357 21st STREET, IRVINGTON, NEW JERSEY, 07111, BLOCK NO. 146 AND LOT NO. 8 IN THE TOWNSHIP OF IRVINGTON FROM _____

Adopted

A. Ordinances on 2nd Reading

1. President Lyons: A Bond Ordinance for various Capital Improvements in the amount of \$8,000,000.00 is scheduled for final adoption at this time.

BOND ORDINANCE PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS IN AND BY THE TOWNSHIP OF IRVINGTON, IN THE COUNTY OF ESSEX, NEW JERSEY, APPROPRIATING \$8,000,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$7,600,000 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF.

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

Section 1. The several improvements described in Section 3 of this bond ordinance are hereby respectively authorized to be undertaken by the Township of Irvington, in the County of Essex, New Jersey (the "Township") as general improvements. For the several improvements or purposes described in Section 3, there are hereby appropriated the respective sums of money therein stated as the appropriation made for each improvement or purpose, such sums amounting in the aggregate to \$8,000,000, and further including the aggregate sum of \$400,000 as the several down payments for the improvements or purposes required by the Local Bond Law. The down payments have been made available by virtue of provision for down payment or for capital improvement purposes in one or more previously adopted budgets.

Section 2. In order to finance the cost of the several improvements or purposes not covered by application of the several down payments, negotiable bonds are hereby authorized to be issued in the principal amount of \$7,600,000 pursuant to the Local Bond Law and the provisions of the Municipal Qualified Bond Act, P.L. 1976, c.38, as amended. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. The several improvements hereby authorized and the several purposes for which the bonds are to be issued, the estimated cost of each improvement and the appropriation therefor, the estimated maximum amount of bonds or notes to be issued for each improvement and the period of usefulness of each improvement are as follows:

<u>Purpose</u>	<u>Appropriation & Estimated Cost</u>	<u>Estimated Maximum Amount of Bonds & Notes</u>	<u>Period of Usefulness</u>
a) <u>Engineering</u> :			
(i) Various improvements, including the 2018 Road Resurfacing Program, as more fully described on a list on file in the Office of the Clerk, which list is hereby incorporated by reference as if set forth at length, renovations to the Municipal Building - Phase I, including upgrades to the electrical system of the Municipal Building and Police and Fire Headquarters, Springfield Avenue Streetscape - Phase 2, including the extension of streepscape on Springfield Avenue (Civic Square to Lyons Avenue), the installation of speed bumps at various locations, as more fully described on a list on file in the Office of the Clerk, which list is hereby incorporated by reference as if set forth at length, and the installation of a salt dome, including all work and materials necessary therefor and incidental thereto.	\$2,600,000	\$2,470,000	10 years
(ii) Investigation and preparation of a remediation			

plan for the underground storage tank behind the Municipal Building, the Lenox Avenue Drainage Project, including the installation of a detention basin and on-line storage, the design and construction of repairs to the storm system and renovations to the Police and Fire Headquarters, including all work and materials necessary therefor and incidental thereto.

\$275,000 \$261,250 15 years

(iii) Colt Street garage - Phase I, including the structural repair of the brick façade of the building and interior upgrades of the facility, including all work and materials necessary therefor and incidental thereto.

\$350,000 \$332,500 20 years

(iv) Rehabilitation of the 16th Avenue Department of Public Works garage, including the removal of non-compliant underground storage tanks, including all work and materials necessary therefor and incidental thereto.

\$850,000 \$807,500 40 years

TOTAL:

\$4,075,000 \$3,871,250

b) Public Works:

(i) Various improvements, including the installation of a new roof and the acquisition and installation of a heating and air conditioning system for the Fire Department and roof repairs and the acquisition and installation of doors, inside lights and security cameras at the 16th Avenue garage, including all work and materials necessary therefor and incidental and further including all related costs and expenditures incidental thereto.

\$1,130,000 \$1,073,500 10 years

(ii) Acquisition of various equipment for the Public Works fleet, including a heavy duty lift, a catch basin cleaner, a chipper, a street sweeper and supplies and a tandem roll-off system, including all related costs and expenditures incidental thereto.

\$529,500 \$503,025 15 years

TOTAL:

\$1,659,500 \$1,576,525

c) Police Department:

(i) Acquisition of sports utility vehicles, including all related costs and expenditures incidental thereto.

\$590,100 \$560,595 5 years

(ii) Acquisition of various equipment, including radios and a 911 communications voice recorder, including all related costs and expenditures incidental thereto

\$165,200 \$156,940 10 years

TOTAL:

\$755,300 \$717,535

d) Economic Planning and Zoning:

(i) Preparation of a master plan for the Township, including all related costs and expenditures incidental thereto.	<u>\$125,000</u>	<u>\$118,750</u>	15 years
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e) Recreation:

(i) Various upgrades to the Chancellor Park building, including the heating, ventilation and air conditioning system, security cameras, steel doors, the little league baseball field and a sprinkler and various upgrades to Berkeley Terrace Playground, including security cameras, the little league baseball field, bathrooms and equipment, including all work and materials necessary therefor and incidental thereto and further including all related costs and expenditures incidental thereto.	<u>\$197,000</u>	<u>\$187,150</u>	10 years
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(ii) Renovations to the main pool and kiddie pool, including the installation of fencing around the pools, including all work and materials necessary therefor and incidental thereto.	<u>\$330,200</u>	<u>\$313,690</u>	15 years
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TOTAL:	<u>\$527,200</u>	<u>\$500,840</u>	
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f) Fire Department:

Acquisition of various equipment, including hoses, personal protective equipment and radios and the acquisition of an fire engine, including all related costs and expenditures incidental thereto.	<u>\$858,000</u>	<u>\$815,100</u>	10 years
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GRAND TOTAL:	<u>\$8,000,000</u>	<u>\$7,600,000</u>	
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The excess of the appropriation made for each of the improvements or purposes aforesaid over the estimated maximum amount of bonds or notes to be issued therefor, as above stated, is the amount of the down payment for each purpose.

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer; provided that no bond anticipation note shall mature later than one year from its date, unless such bond anticipation notes are permitted to mature at such later date in accordance with applicable law. The bond anticipation notes shall bear interest at such rate or rates and be in such form as may be determined by the chief financial officer. The chief financial officer shall determine all matters in connection with bond anticipation notes issued pursuant to this bond ordinance, and the chief financial officer's signature upon the bond anticipation notes shall be conclusive evidence as to all such determinations. All bond anticipation

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

Section 5. The Township hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the Township is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

Section 6. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvements or purposes described in Section 3 of this bond ordinance are not current expenses. They are all improvements or purposes that the Township may lawfully undertake as general improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefitted thereby.

(b) The average period of usefulness, computed on the basis of the respective amounts of obligations authorized for each purpose and the reasonable life thereof within the limitations of the Local Bond Law, is 14.04 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the Township as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by \$7,600,000, and the obligations authorized herein will be within all debt limitations prescribed by that Law.

(d) An aggregate amount not exceeding \$1,200,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purposes or improvements.

Section 7. The Township hereby declares the intent of the Township to issue bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use the proceeds to pay or reimburse expenditures for the costs of the purposes or improvements described in Section 3 of this bond ordinance. This Section 7 is a declaration of intent within the meaning and for purposes of Treasury Regulations.

Section 8. Any grant moneys received for the purposes or improvements described in Section 3 hereof shall be applied either to direct payment of the cost of the improvements or to payment of the obligations issued pursuant to this bond ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are so used.

Section 9. The chief financial officer of the Township is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Township and to execute such disclosure document on behalf of the Township. The chief financial officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Township pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the “Rule”) for the benefit of holders and beneficial owners of obligations of the Township and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Township fails to comply with its undertaking, the Township shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

Section 10. The full faith and credit of the Township are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Township, and the Township shall be obligated to levy *ad valorem* taxes upon all the taxable real property within the Township for the payment of the obligations and the interest thereon without limitation of rate or amount.

Section 11. This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

The Chair recognizes Council Member Cox.

Cox – Jones

Motion to table

Adopted

2. President Lyons: An amended Bond Ordinance for various Capital Improvements in the amount of \$8,000,000.00 is scheduled for final adoption at this time.

BOND ORDINANCE PROVIDING FOR VARIOUS
CAPITAL IMPROVEMENTS IN AND BY THE
TOWNSHIP OF IRVINGTON, IN THE COUNTY OF
ESSEX, NEW JERSEY, APPROPRIATING
\$8,000,000 THEREFOR AND AUTHORIZING THE
ISSUANCE OF \$7,600,000 BONDS OR NOTES OF
THE TOWNSHIP TO FINANCE PART OF THE
COST THEREOF.

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

Section 1. The several improvements described in Section 3 of
this bond ordinance are hereby respectively authorized to be
undertaken by the Township of Irvington, in the County of Essex, New
Jersey (the "Township") as general improvements. For the several
improvements or purposes described in Section 3, there are hereby
appropriated the respective sums of money therein stated as the
appropriation made for each improvement or purpose, such sums
amounting in the aggregate to \$8,000,000, and further including the

aggregate sum of \$400,000 as the several down payments for the improvements or purposes required by the Local Bond Law. The down payments have been made available by virtue of provision for down payment or for capital improvement purposes in one or more previously adopted budgets.

Section 2. In order to finance the cost of the several improvements or purposes not covered by application of the several down payments, negotiable bonds are hereby authorized to be issued in the principal amount of \$7,600,000 pursuant to the Local Bond Law and the provisions of the Municipal Qualified Bond Act, P.L. 1976, c.38, as amended. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. The several improvements hereby authorized and the several purposes for which the bonds are to be issued, the estimated cost of each improvement and the appropriation therefor, the estimated maximum amount of bonds or notes to be issued for each improvement and the period of usefulness of each improvement are as follows:

<u>Purpose</u>	<u>Appropriation & Estimated Cost</u>	<u>Estimated Maximum Amount of Bonds & Notes</u>	<u>Period of Usefulness</u> <u>s</u>
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a) Engineering:

(i) Various improvements, including the 2018 Road Resurfacing Program, as more fully described on a list on file in the Office of the Clerk, which list is hereby incorporated by reference as if set forth at length, renovations to the Municipal Building - Phase I, including upgrades to the electrical system of the Municipal Building and Police and Fire Headquarters, Springfield Avenue Streetscape - Phase 2, including the extension of streetscape on Springfield Avenue (Civic Square to Lyons Avenue), the installation of speed bumps at various locations, as more fully described on a list on file in the Office of the Clerk, which list is hereby incorporated by reference as if set forth at length, and the installation of a salt dome, including all work and materials necessary therefor and incidental thereto.

\$2,600,000

\$2,468,917

10 years

(ii) Investigation and preparation of a remediation plan for the underground storage tank behind the Municipal Building, the Lenox Avenue Drainage Project, including the installation of a detention basin and on-line storage, the design and construction of repairs to the storm system and renovations to the Police and Fire Headquarters, including all work and materials necessary therefor and incidental thereto.

\$275,000

\$261,250

15 years

(iii) Coit Street garage - Phase I, including the structural repair of the brick façade of the building and interior upgrades of the facility, including all work and materials necessary therefor and incidental thereto.	\$350,000	\$332,500	20 years
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(iv) Rehabilitation of the 16 th Avenue Department of Public Works garage, including the removal of non-compliant underground storage tanks, including all work and materials necessary therefor and incidental thereto.	\$850,000	\$807,500	40 years
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TOTAL:	\$4,075,000	\$3,870,167	
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b) Public Works:

(i) Various improvements, including the installation of a new roof and the acquisition and installation of a heating and air conditioning system for the Fire Department and roof repairs and the acquisition and installation of doors, inside lights and security cameras at the 16 th Avenue garage, including all work and materials necessary therefor and incidental and further including all related costs and expenditures incidental thereto.	\$1,130,000	\$1,073,500	10 years
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(ii) Acquisition of various equipment for the Public Works fleet, including a heavy duty lift, a catch basin cleaner, a chipper, a street sweeper and supplies and a tandem roll-off truck,

including all related costs and expenditures incidental thereto.	\$ <u>529,500</u>	\$ <u>503,025</u>	15 years
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TOTAL:	\$ <u>1,659,500</u>	\$ <u>1,576,525</u>	
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c) Police Department:

(i) Acquisition of sports utility vehicles, including all related costs and expenditures incidental thereto.	\$590,100	\$560,595	5 years
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(ii) Acquisition of various equipment, including radios and a 911 communications voice recorder, including all related costs and expenditures incidental thereto	\$ <u>165,200</u>	\$ <u>156,940</u>	10 years
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TOTAL:	\$ <u>755,300</u>	\$ <u>717,535</u>	
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d) Planning and Zoning:

(i) Acquisition of a sports utility vehicle, including all related costs and expenditures incidental thereto.	\$30,000	\$28,571	5 years
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(ii) Preparation of a master plan for the Township, including all related costs and expenditures incidental thereto.	\$ <u>108,690</u>	\$ <u>103,514</u>	10 years
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TOTAL:	\$ <u>138,690</u>	\$ <u>132,085</u>	
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e) Recreation:

(i) Various upgrades to the Chancellor Park building, including the heating, ventilation and air conditioning system,			
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security cameras, steel doors, the little league baseball field and a sprinkler and various upgrades to Berkeley Terrace Playground, including security cameras, the little league baseball field, bathrooms and equipment, including all work and materials necessary therefor and incidental thereto and further including all related costs and expenditures incidental thereto.

\$197,000

\$187,150

10 years

(ii) Renovations to the main pool and kiddie pool, including the installation of fencing around the pools, including all work and materials necessary therefor and incidental thereto.

\$316,510\$301,438

15 years

TOTAL:

\$513,510\$488,588f) Fire Department:

Acquisition of various equipment, including hoses, personal protective equipment and radios and the acquisition of an fire engine, including all related costs and expenditures incidental thereto.

\$858,000\$815,100

10 years

GRAND TOTAL:

\$8,000,000\$7,600,000

The excess of the appropriation made for each of the improvements or purposes aforesaid over the estimated maximum amount of bonds or

notes to be issued therefor, as above stated, is the amount of the down payment for each purpose.

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer; provided that no bond anticipation note shall mature later than one year from its date, unless such bond anticipation notes are permitted to mature at such later date in accordance with applicable law. The bond anticipation notes shall bear interest at such rate or rates and be in such form as may be determined by the chief financial officer. The chief financial officer shall determine all matters in connection with bond anticipation notes issued pursuant to this bond ordinance, and the chief financial officer's signature upon the bond anticipation notes shall be conclusive evidence as to all such determinations. All bond anticipation notes issued hereunder may be renewed from time to time subject to the provisions of the Local Bond Law or other applicable law. The chief financial officer is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes pursuant to this bond ordinance is made. Such report must include the amount, the description, the interest rate

and the maturity schedule of the bond anticipation notes sold, the price obtained and the name of the purchaser.

Section 5. The Township hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the Township is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

Section 6. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvements or purposes described in Section 3 of this bond ordinance are not current expenses. They are all improvements or purposes that the Township may lawfully undertake as general improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefitted thereby.

(b) The average period of usefulness, computed on the basis of the respective amounts of obligations authorized for each purpose and the reasonable life thereof within the limitations of the Local Bond Law, is 13.93 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the

Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the Township as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by \$7,600,000, and the obligations authorized herein will be within all debt limitations prescribed by that Law.

(d) An aggregate amount not exceeding \$1,200,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purposes or improvements.

Section 7. The Township hereby declares the intent of the Township to issue bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use the proceeds to pay or reimburse expenditures for the costs of the purposes or improvements described in Section 3 of this bond ordinance. This Section 7 is a declaration of intent within the meaning and for purposes of Treasury Regulations.

Section 8. Any grant moneys received for the purposes or improvements described in Section 3 hereof shall be applied either to direct payment of the cost of the improvements or to payment of the obligations issued pursuant to this bond ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are so used.

Section 9. The chief financial officer of the Township is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Township and to execute such disclosure document on behalf of the Township. The chief financial officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Township pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the “Rule”) for the benefit of holders and beneficial owners of obligations of the Township and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Township fails to comply with its undertaking, the Township shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

Section 10. The full faith and credit of the Township are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Township, and the Township shall be obligated to levy *ad valorem* taxes upon all the taxable real property within the Township for the payment of the obligations and the interest thereon without limitation of rate or amount.

Section 11. This bond ordinance shall take effect 20 days after the first publication

thereof after final adoption, as provided by the Local Bond Law.

The Chair recognizes Council Member Burgess.

Burgess - Hudley

Motion to adopt this ordinance on 2nd reading after public hearing

Adopted

Abstain: Inman

2. President Lyons: A Bond Ordinance providing for Irvington's share of capital improvement projects for the Joint Meeting of Essex and Union Counties in the amount of \$2,230,000.00 is scheduled for final adoption at this time.

**BOND ORDINANCE PROVIDING FOR THE LOCAL
UNIT'S ALLOCABLE SHARE OF CAPITAL
IMPROVEMENT PROJECTS FOR THE JOINT
MEETING OF ESSEX AND UNION COUNTIES, BY
AND IN THE TOWNSHIP OF IRVINGTON, IN THE
COUNTY OF ESSEX, NEW JERSEY;
APPROPRIATING \$2,230,000 THEREFOR AND
AUTHORIZING THE ISSUANCE OF \$2,230,000
BONDS OR NOTES OF THE LOCAL UNIT TO
FINANCE THE COST THEREOF**

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

Section 1. The improvements described in Section 3(a) of this bond ordinance are hereby authorized to be undertaken by the Joint Meeting of Essex and Union Counties (the "*Joint Meeting*") on behalf of the Township of Irvington, in the County of Essex, New Jersey (the "*Local Unit*"), as general improvements. For the improvements or purposes described in Section 3(a), there is hereby appropriated the aggregate sum of \$2,230,000. Pursuant to the provisions of N.J.S.A. 40A:2-11(c), no down payment is required as this bond ordinance authorizes obligations for environmental infrastructure

projects that are to be funded by a loan from the New Jersey Infrastructure Bank (the "*I-Bank*").

Section 2. For the financing of said improvements or purposes described in Section 3(a) hereof and to meet the \$2,230,000 appropriation, negotiable bonds of the Local Unit are hereby authorized to be issued in the principal amount of \$2,230,000 pursuant to and within all limitations prescribed by the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable notes of the Local Unit in a principal amount not exceeding \$2,230,000 are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. (a) The improvements hereby authorized and the purposes for the financing of which said debt obligations are to be issued are for the Local Unit's allocable share of capital improvement projects being undertaken by the Joint Meeting, including, but not limited to: (i) waste gas burner upgrades, consisting of (a) the replacement of waste gas burners at the Digester Building and (b) upgrades to sludge storage tanks with state-of-the-art flares to meet current air emission permitting requirements; (ii) rehabilitation of various structures, including, but not limited to, concrete repairs and/or reconstruction of the Screen House, the Old Chlorine Building, the Chlorination Building, the Aeration Gallery and the Waste Gas Building, replacement of brick veneer panels and supporting walls in the Dewatering Building and replacement of the coping and brick façade on the sludge storage tanks; and (iii) replacement and construction of the Tunnel Building along with the replacement of severely corroded piping within the tunnel, including installation of new sludge pumps.

(b) All improvements shall include, as applicable, all work, materials, equipment, engineering, design, architectural, environmental consulting work, preparation of

plans and specifications, permits, bid documents, conducting and preparation of reports and studies, equipment rental, labor and appurtenances necessary therefor or incidental thereto.

(c) The aggregate estimated maximum amount of bonds or notes to be issued for said improvements or purposes is \$2,230,000.

(d) The aggregate estimated cost of said improvements or purposes is \$2,230,000.

Section 4. In the event the United States of America, the State of New Jersey and/or the County of Essex make a loan, contribution or grant-in-aid to the Local Unit for the improvements authorized hereby and the same shall be received by the Local Unit prior to the issuance of the bonds or notes authorized in Section 2 hereof, then the amount of such bonds or notes to be issued shall be reduced by the amount so received from the United States of America, the State of New Jersey and/or the County of Essex. In the event, however, that any amount so loaned, contributed or granted by the United States of America, the State of New Jersey and/or the County of Essex shall be received by the Local Unit after the issuance of the bonds or notes authorized in Section 2 hereof, then such funds shall be applied to the payment of the bonds or notes so issued and shall be used for no other purpose. This Section 4 shall not apply, however, with respect to any contribution or grant-in-aid received by the Local Unit as a result of using such funds from this bond ordinance as "matching local funds" to receive such contribution or grant-in-aid.

Section 5. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer of the Local Unit; *provided*, that no bond anticipation note shall mature later than one (1) year from its date, unless such bond anticipation notes are permitted to mature at such later date in accordance with the provisions of the New Jersey Environmental Infrastructure Trust Act, N.J.S.A. 58:11B-1 *et seq.* ("*NJEIT Act*"). The bond anticipation notes shall bear interest at such rate or rates

and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with the bond anticipation notes issued pursuant to this bond ordinance, and the signature of the Chief Financial Officer upon the bond anticipation notes shall be conclusive evidence as to all such determinations. All bond anticipation notes issued hereunder may be renewed from time to time in accordance with the provisions of the Local Bond Law and, as applicable, the provisions of the NJEIT Act. The Chief Financial Officer is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver them to the purchaser thereof upon receipt of payment of the purchase price and accrued interest thereon from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes pursuant to this bond ordinance is made. Such report must include the principal amount, the description, the interest rate and the maturity schedule of the bond anticipation notes so sold, the price obtained and the name of the purchaser.

Section 6. The Local Unit hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the Local Unit is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

Section 7. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvements or purposes described in Section 3(a) of this bond ordinance are not current expenses and are improvements or purposes that the Local Unit may lawfully undertake as general improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The period of usefulness of said improvements or purposes within the limitations of the Local Bond Law, according to the reasonable life thereof computed from the date of the bonds authorized by this bond ordinance, is 30 years.

(c) The supplemental debt statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the Local Unit and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services within the Department of Community Affairs of the State of New Jersey, and such statement shows that the gross debt of the Local Unit, as defined in the Local Bond Law, is increased by the authorization of the bonds and notes provided for in this bond ordinance by \$2,230,000 and the obligations authorized by this bond ordinance will be within all debt limitations prescribed by the Local Bond Law.

(d) An aggregate amount not exceeding \$216,500 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the improvements hereinbefore described.

Section 8. The full faith and credit of the Local Unit are hereby pledged to the punctual payment of the principal of and interest on the debt obligations authorized by this bond ordinance. The debt obligations shall be direct, unlimited obligations of the Local Unit, and the Local Unit shall be obligated to levy *ad valorem* taxes upon all the taxable property within the Local Unit for the payment of the debt obligations and the interest thereon without limitation as to rate or amount.

Section 9. The Local Unit reasonably expects to reimburse any expenditures toward the costs of the improvements or purposes described in Section 3(a) hereof and paid prior to the issuance of any bonds or notes authorized by this bond ordinance with the proceeds of such bonds or notes. This Section 9 is intended to be and hereby is a declaration of the Local Unit's official intent to reimburse any expenditures toward the costs of the improvements or purposes described in Section 3(a) hereof to be incurred and paid prior to the issuance of bonds or notes authorized herein in accordance with Treasury Regulations §150-2.

Section 10. The Local Unit covenants to maintain the exclusion from gross income under Section 103(a) of the Internal Revenue Code of 1986, as amended, of the interest on all bonds and notes issued under this bond ordinance.

Section 11. The bonds authorized herein shall be designated as "Qualified Bonds" pursuant to the Municipal Qualified Bond Act, N.J.S.A. 40A:3-1 *et seq.* (the "*Municipal Qualified Bond Act*"), and shall contain a recital that it is issued pursuant to Title 40A of the New Jersey Statutes and is entitled to the benefits of the provisions of the Municipal Qualified Bond Act. The Local Unit shall certify to the State Treasurer the name and address of the paying agent, the maturity schedule, the interest rate and the dates of payment of debt service on such Qualified Bonds within ten (10) days after the date of issuance of such Qualified Bonds.

Section 12. Upon adoption hereof, the Clerk of the Local Unit shall forward certified copies of this bond ordinance to Everett M. Johnson, Esq., Wilentz, Goldman & Spitzer, P.A., bond counsel to the Joint Meeting, and Richard T. Nolan, Esq., McCarter & English, LLP, bond counsel to the I-Bank.

Section 13. This bond ordinance shall take effect twenty (20) days after the first publication hereof after final adoption, as provided by the Local Bond Law.

The Chair recognizes Council Member Jones.

Jones – Burgess

Motion to adopt this ordinance on 2nd reading after public hearing

Adopted

Abstain: Inman

C. Bills & Claims

Jones – Burgess 1. Bill Lists

RESOLVED THAT THE BILLS AND CLAIMS AGAINST THE TOWNSHIP OF IRVINGTON FOR A PERIOD DECEMBER 18, 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	\$3,323,117.18
SUPPLEMENTAL	149,090.30
TOTAL	\$3,472,207.48

Adopted

No: Inman

Cox – Jones 2. Payrolls

November 3, 2018 through November 30, 2018

REGULAR	OVERTIME	OTHER EARNED	TOTAL
\$1,601,012.89	\$141,454.35	\$169,723.87	\$1,912,191.11

Adopted

No: Inman

9. Resolutions & Motions

A Resolutions

Hudley – Jones 11. Ratify Emergency Contract for Repair of Collapsed Sewer on Silkman Place Based Upon Low Quotation of \$13,100.00 - Your Way Construction, Inc.

**RESOLUTION TO AWARD AN EMERGENCY CONTRACT TO REPAIR SEWER
COLLAPSED LOCATED AT SILKMAN PLACE**

WHEREAS, the sanitary sewer located at Silkman Place collapsed and:

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

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

WHEREAS, two quotes were requested for this service from Diamond Mason Contractors LLC and Your Way Construction herein attached, and;

WHEREAS, Your Way Constructions Inc has provided the lowest quote and was called and the required repairs were done for the total sum of \$13,100.00, and;

WHEREAS, the Mayor has concurred with the amount and recommends that an emergency contract be awarded to Your Way Construction Inc., 404 Coit Street, Irvington, NJ 07111, and;

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that it ratifies the decision of the Director of Public Works and the Mayor to authorize an emergency contract in the amount of \$13,100.00 to Your Way Construction Inc., 404 Coit Street, Irvington, NJ 07111 and;

BE IT FURTHER RESOLVED, that the required certification of availability of funds C8-00404 in the amount of \$13,100.00 from account number T-21-41-850-17E-803 has been obtained from the Chief Financial Officer to repair the sewer emergency.

Adopted
No: Inman

Cox – Jones 12. Authorize Transfer of Funds in Calendar Year 2018 Municipal Budget

TOWNSHIP OF IRVINGTON
APPROPRIATION TRANSFER RESOLUTION #1
CY - 2018

Whereas, N.J.S.A. 40A:4-58 allows appropriation transfers during the last two (2) months of the fiscal year and the first three (3) months of the proceeding fiscal year;

Now, Therefore, Be It Resolved by the Township Council of the Township of Irvington that the following transfer be made in the CY 2018 Budget, as detailed in the following schedule:

Accounts Within "CAP"	From	To
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Mayor Office O & E	-	\$7,500.00
Planning Board S & W	-	217.47
Clerk's Office S & W	-	9,791.99
Emergency Management O & E	-	15,147.72
Council Office S & W	-	16,353.76
Board of Adjustment S & W	-	1,379.09
Tax Assessor S & W	-	7,498.60
Corp. Legislative Counsel	-	1,403.87
Township Attorney S & W	-	79,821.17
The Business Admin.	-	68,092.68
Police S & W	-	-
School Guards	-	39,796.89
Parking & Chaplains	-	77.04
Fire Department S & W	-	-
Finance Department S & W	-	32,444.79
Tax Collector S & W	-	7,228.19
Engineering S & W	-	88,958.34
Street & Sewer S & W	-	49,776.32
Snow S & W	-	30,122.68
Div of Motorized Eq S & W	-	7,803.46
Div. of Public Building S & W	-	123,517.42
Shade Tree S & W	-	46,634.58
Community Dev & Planning S & W	-	2,241.15
Park Maintenance S & W	-	89,543.92
Recreation S & W	-	13,823.87
Housing S & W	-	22,223.64
Health Insurance	-	130,841.00
Municipal Court S & W	-	19,537.98
Social Security	-	133,375.07
DCRP	-	20,000.00
Planning Board O & E	\$ 217.17	-
Emergency Mgm S & W	15,000.00	-
Mayor Office S & W	150,000.00	-
Elections S & W	1,988.25	-
Elections O & E	2,930.64	-
Tax Assessor O & E	27,498.60	-
Corp. Legislative Counsel O & E	658.00	-
Rent Leveling O & E	3,500.00	-
Township Attorney O & E	93,000.00	-
School Guard O & E	5,000.00	-
Divi Licenses S & W	33,093.00	-
Community Planning O & E	7,676.42	-
Municipal Pool S & W	13,211.25	-
Building Construction S & W	69,406.76	-
School Guards O & E	5,000.00	-
Parking Div O & E	3,500.00	-
Dept Of The BA O & E	35,000.00	-
Park Maintenance O & E	3,000.00	-

Municipal Pool O & E	500.00	-
Engineering O & E	10,000.00	-
Housing O & E	12,000.00	-
Building Construction O & E	14,000.00	-
Div Motorized Equip O & E	2,000.00	-
Div Public Building O & E	3,000.00	-
Surety Insurance	50,594.21	-
Shade Tree O & E	1,000.00	-
Police & Fire	95,000.00	-
PERS	1,314.79	-
Fire Hydrants	65,000.00	-
Fire Department O & E	5,000.00	-
911 Emerg Transportation	38,563.30	-
Electricity	165,000.00	-
Street Lighting	95,000.00	-
Telephone	30,000.00	-
 SUB-TOTAL INSIDE CAPS	 1,057,652.69	 1,057,652.69
 SUB-TOTAL OUTSIDE CAPS	 -	
 GRAND TOTAL	 1,057,652.69	 1,057,652.69

Adopted
No: Inman

Cox – Jones 13. Authorize Emergency Notes For Contractually Required Severance Liabilities - \$660,059.89

RESOLUTION AUTHORIZING SPECIAL EMERGENCY NOTES IN THE AMOUNT OF \$660,059.89 FOR THE PAYMENT OF CONTRACTUALLY REQUIRED SEVERANCE LIABILITIES FOR YEAR 2018, IN AND BY THE TOWNSHIP OF IRVINGTON, IN THE COUNTY OF ESSEX, NEW JERSEY

WHEREAS, it has been found necessary to make an Emergency Appropriation to meet severance liabilities for 2018 and,

WHEREAS, NJS 40A:4-53 (I) provides that it shall be lawful to make such appropriation, which appropriation and/or the "special emergency notes" issued to finance the same shall be provided for in succeeding annual budgets by the inclusion of an appropriation of at least one-fifth or one third of the amount authorized pursuant to this act.

NOW, THEREFORE BE IT RESOLVED, (by not less than two-thirds of all governing body members affirmatively concurring) that in accordance with the provisions of NJS 40A:4-55:

1. An emergency appropriation is hereby made for Severance Liabilities in the total amount of \$660,059.89.
2. That the emergency appropriation shall be provided for in the budgets of the next succeeding years by the inclusion of not less than \$132,011.98 per year for five years.
3. That an "emergency note", not in excess of the amount authorized pursuant to law, be provided.
4. That such note shall be executed by the Chief Financial Officer.
5. That said note shall be dated January 15, 2019, may be renewed from time to time provided that such note and any renewals shall mature and be paid in the amount of not less than one-fifth or one-third of the total amount appropriated by this resolution in each year after the authorization.
5. That the statement required by the Local Finance Board has been filed with the Clerk and a copy will be transmitted to the Director of the Division of Local Government Services
6. That two (2) certified copies of this resolution will be filed with the Director of the Division of Local Government Services; however, no approval is required from the Division.

Adopted
No: Inman

Cox – Jones 14. Authorize Emergency Appropriation - Police and Fire Overtime \$2,494,336.66

WHEREAS, an emergency has arisen with respect to Police and Fire Salary and wages overtime and no adequate provision was made in the 2018 budget for the aforesaid purpose, and

WHEREAS, N.J.S. 40A:4-46 provides for the creation of an emergency appropriation for the purpose above mentioned, and

WHEREAS, the total amount of emergency appropriation(s) created including the appropriation to be created by this resolution is \$2,494,336.66 and three percent of the total operations in the budget for the year is \$2,737,603 .32

NOW, THEREFORE, BE IT RESOLVED by the Council of the Township of Irvington, County of Essex, State of New Jersey (not less than two-thirds of all the members thereof affirmatively concurring) that in accordance with N.J.S.A. 40A:4-48 that:

1. An emergency appropriation be and the same is hereby made for in the amount of \$2,494,336.66.
2. That said emergency appropriation shall be provided in full in the 2018 budget.
3. That the Chief Financial Officer has certified that the expenditures to be financed through this resolution are related to the aforementioned emergency.
4. That an "Emergency Note" not in excess of the above amount be authorized pursuant to N.J.S.A. 40A:4-48 and in accordance with the provision of N.J.S.A. 40A:4-51.
5. That such note shall be executed by the Chief Financial Officer and by the Township Clerk.
6. That said note be dated 01/20/19, may be renewed from time to time and such note and any renewals thereof shall be payable on or before December 31, 2019
7. That two certified copies of this resolution be filed with the Director of Local Government Services.

Adopted
No: Inman

12. Miscellaneous

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

Council Members Jones, Hudley, Burgess, Cox and Council President Lyons wished all a happy holiday season.

13. Adjournment

There being no further business, the meeting was adjourned at 8:12 P.M.

David Lyons, Council President

Harold E. Wiener, Municipal Clerk