

REGULAR COUNCIL MEETING  
FEBRUARY 11, 2019

Council Chamber, Municipal Building  
Irvington, N.J. – Monday Evening  
February 11, 2019 - 7:30 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 – January 28, 2019

7. Reports of Committees

None

8. Ordinances, Bills & Claims

A. Ordinances on 1st Reading

None

9. Resolutions & Motions

A. Resolutions

Frederic - Burgess 1. Authorize Springfield Avenue Center SACBID 2018-2019 Budget to Be Read by Title

WHEREAS, N.J.S.A. 40:56-84(f) provides that a Special Improvement District budget as advertised shall be read in full at the public hearing, or that it may be read by its title only if:

1. At least one week prior to the date of the hearing a complete copy of the approved Special Improvement District budget, as advertised,

(b) shall be posted in a public place where public notices are customarily posted in the principal public building; and

(b) copies are made available to each person requesting same during said week and during the public hearing:

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that it is hereby declares that the conditions of N.J.S.A. 40:56-84(f), 1 (a) and 1 (b), have been met and therefore the Springfield Avenue Center Business Improvement District Budget shall be read by title only.

Adopted

Frederic – Cox 2. Authorize Fair and Open Contract for Web Hosting Services for the Irvington Health Coalition – Precise Virtual Development – February 1, 2019 to February 1, 2020 - Not to Exceed \$10,000.00

**RESOLUTION AUTHORIZING FAIR AND OPEN PROFESSIONAL SERVICE  
CONTRACT FOR WEB HOSTING FOR THE HEALTH DEPARTMENT**

WHEREAS, request for proposals (RFP) for Webmaster service was publicly advertised in the New Jersey Star Ledger on December 17, 2018 with a deadline for proposals to be submitted on January 09, 2019; and

WHEREAS, one proposal was received and publicly opened; and

WHEREAS, said proposals were referred to Health Director; and

WHEREAS, the Health Director has recommended award should be made to the following firm:

Craig Felder  
Precise Virtual Development  
30 Knightsbridge Road  
Suite 525  
Piscataway, NJ 08854

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that a contract for webmaster service be awarded to

Precise Virtual Development, 30 Knightsbridge Road, Suite 525, Piscataway, NJ 08854 on the basis of their response to the request for an amount not to exceed \$ 10,000.00 starting February 01, 2019 until February 01, 2020; and

BE IT FURTHER RESOLVED that the Township Attorney is hereby authorized and directed to prepare the necessary contract for one year from the date that this resolution is adopted 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 C8-00394 in the amount of \$10,000.00 from account numbers G-02-xx-786-15A-216, G-02-xx-786-15A-220 and G-02-xx-786-15A-298 has been obtained from the Chief Financial Officer.

Hudley – Burgess 3. Resolution of Sorrow – Janice Hopkins West

**RESOLUTION OF SORROW  
JANICE HOPKINS WEST**

WHEREAS, the Municipal Council of the Township of Irvington wishes to express their deepest sorrow on the passing of Janice Hopkins West; and

WHEREAS, Janice Marie (Hopkins) West, daughter of the late Daniel and Francis Hopkins, was born on June 25, 1944 in Orange, New Jersey. She departed this life peacefully on January 10, 2019; and

WHEREAS, Janice received her formal education in the Essex County New Jersey school system, where she graduated from Orange High School in 1962. Coming from a family that strongly believes in education, she attended Bloomfield College (Bloomfield NJ) from 1962-1966, and received a Bachelor of Arts degree in English/Education; and

WHEREAS, she was a member of the Marching Band at Orange High School, when she met and after undergraduate school, later married her college sweetheart Earl Harvey West in 1966; and

WHEREAS, she continued her education, and earned a Master of Arts Degree in Student Personnel Services from Kean University (a.k.a. Newark State Teacher College). Her professional attributes include a career in the Irvington School system. In 1966, she taught English/Reading to grades 7-9 for the Newark Board of Education. During 1970-1971, she worked at Bloomfield College as an Adjunct Professor of English with their Upward Bound Program. During 1978-1979, she worked during the summer session for the University of Medicine and Dentistry in Newark NJ as an Instructor/Counselor with their Students for Medicine Program. From 1980-1983, she was an Adjunct Professor of English and Counselor at Upsala College in East Orange NJ. From 1983-1985, Janice was an Educational Consultant/Learning Skills Instructor at the Seton Hall University in South Orange NJ. Janice went on to hold a position as a school Guidance Counselor at the Irvington High School.

WHEREAS, overall, her contributions to education, and providing guidance to students covered a span of 40 years. Janice enjoyed her work and showed no desire to stop, but her health determined that it was time for her to slow down, and she finally retired. Upon her retirement she was honored by the Township of Irvington Mayor by being presented with a key to the city; and

WHEREAS, Janice enjoyed various hobbies that included spending time with her family, gourmet cooking, catering elaborate parties and weddings, and caring for her pets. She had catering businesses known as “Essence of Taste Catering” and “Principal in Company”. She had multiple professional affiliations, which include: “National Education Association”, “New Jersey Education Association”, “Irvington Education Association”, “New Jersey Personnel and Guidance Association”, “Essex County Personnel and Guidance Association”, “Black Educators Association”, N.A.A.C.P., and the “Women’s Council on Education”; and

WHEREAS, She was a member of the First Baptist Church in South Orange NJ, where she was a faithful and active member that served on countless ministries. She enjoyed many friendships, participated in multiple ministries at church, and loved serving as “Mentor” to many children, teens, and adults; and

WHEREAS, She will be surely be missed, but leaves to cherish her memory and celebrate her life, a son (Malik); his wife (Christy); granddaughters (Zoe and Ava); a brother (James); his wife (Linda); nieces (Kellie and Jamie); a sister-in-law (Gail Johnson); a nephew (Tarik); and her church and spiritual family along with a host of other relatives and friends:

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that we hereby mourn the loss of Janice Hopkins West, and join with her family and many friends and professional colleagues 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 Janice Hopkins West.

Adopted

Jones – Lyons 4. Resolution of Sorrow – Carolyn V. Jenkins Keys

**RESOLUTION OF SORROW  
MS. CAROLYN V. JENKINS KEYS**

WHEREAS, the Municipal Council of the Township of Irvington wishes to express their deepest sorrow on the passing of CAROLYN JENKINS; and

WHEREAS, CAROLYN JENKINS began her career in health care in 1970 at Clara Maass Medical Center as a labor and delivery nursing assistant, trained as a unit clerk in the nursery in 1973 where she was elected and became a delegate for District 1199J and joined the union staff in May 1986 as an organizer; and

WHEREAS, CAROLYN became District 1199J first vice president and capped her career devoted to the delivery of high quality health care and to leading the fight for fairness and justice for health care workers where she had been a tireless leader in efforts to strengthen her community and to boost political involvement; and

WHEREAS, CAROLYN JENKINS was appointed acting vice president of the hospital division, elected first vice president in April 1998 and re-elected in 2002, negotiating contracts and presenting grievances and arbitrations; and

WHEREAS, CAROLYN was the chairperson of the Aberdeen Solomon David Memorial Scholarship Fund and a trustee of the District 1199J Pension, Benefit and Training Funds, and has completed labor studies at Rutgers Labor Education Center and the Women's Summer Labor Institution at Penn State University; and

WHEREAS, she had set strong examples by serving as the commissioner of the Irvington Housing Authority, chairperson of the Rent Leveling Board and secretary to the Redevelopment Housing Board as well as a Democratic Party District Leader, also working with the Essex County Board of Elections; and

WHEREAS, she was a member of the Coalition of Black Trade Unionists and the New Jersey Advisory Board of the United Negro College Fund; and

WHEREAS, CAROLYN JENKINS, the daughter of the late Hester Gilbert and Edward Johnson, had four children, Brian, Kelly, Tracey; a son Keith, deceased; seven grandchildren, Kisha, Ty, Keith, Whitney, Corey, Christopher and Michael Jr.; a great grandson Jason; as well as a brother and sister-in-law Gilbert and Glenda Johnson and last but not least a host of other relatives and dear and beloved friends Clarice, Cookie, Millie and Josephine; and

WHEREAS, God, in his infinite wisdom, has taken from amongst our ranks CAROLYN JENKINS:

NOW, THEREFORE BE IT RESOLVED BY THE TOWNSHIP OF IRVINGTON that the Irvington Municipal Council hereby mourns the untimely death of CAROLYN JENKINS and joins with her many family members and friends in remembrance of her many contributions to society and especially for her extraordinary endeavors as a health care professional; and

BE IT FURTHER RESOLVED that a copy of this regulation be spread upon the minutes of this governing body in lasting tribute to CAROLYN JENKINS.

Adopted

Lyons – Cox 5. Re-Appointment – Irvington Housing Authority Commissioner – Anna Scott

WHEREAS, a vacancy exists in the membership of the Irvington Housing Authority due to the expiration of the term of office of Anna Scott:

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF

THE TOWNSHIP OF IRVINGTON that the following named person is hereby re-appointed as a Commissioner of the Irvington Housing Authority for a term to expire as indicated below:

NAME & ADDRESS	TERM TO EXPIRE
Anna Scott 53 Orchard Place	11-22-23

Adopted

Jones – Cox 6. Confirmation of Mayor’s Appointment of Andr’e Lockhart as Member of the Irvington Library Board of Trustees

WHEREAS, N.J.S.A. 40:54-9 requires that nominations by the Mayor to the Library Board of Trustees be confirmed by the Municipal Council; and

WHEREAS, vacancy currently exist in the Irvington Library Board of Trustees due to the expiration of the term of office of Andr’e Lockhart:

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that the following nomination by the Mayor to the Irvington Library Board of Trustees is hereby confirmed:

NAME AND ADDRESS	TERM TO EXPIRE
Andr’e Lockhart 293 Isabella Avenue	12-31-23

Adopted

Lyons – Burgess 7. Authorize Grant Application and Acceptance of \$90,000.00 in Grant Funds – Safe and Secure Communities – July 1, 2018 to June 30, 2019

RESOLUTION “TO ACCEPT” PARTICIPATION WITH SAFE & SECURE COMMUNITIES PROGRAM CONTINUATION FUNDING GRANT NUMBER 19-0709 IN THE AMOUNT OF \$90,000.00 ADMINISTERED THE DIVISION OF CRIMINAL JUSTICE, DEPARTMENT OF LAW AND PUBLIC SAFETY.

WHEREAS, the Township of Irvington Police Department wishes to “ACCEPT” funding in the amount of \$90,000.00 for the Safe & Secure Grant Program (19-0709) derived from fines imposed on criminal convictions; and

WHEREAS, the project is a joint effort between the Department of Law and Public Safety Division of Criminal Justice and the Irvington Police Department for the purpose of the police needs, implementing strategies to prevent and control crime and police workload measured by the number of violent and nonviolent crimes reported in Uniform Crime Reports:

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

1. The Mayor and/or or his designee, the Police Director, are hereby authorized to “accept” funding in the amount of \$90,000.00 from the Department of Law and Public Safety Division of Criminal Justice Safe & Secure Grant Program (19-0709) for the purpose of the police needs, implementing strategies to prevent and control crime and police workload measured by the number of violent and nonviolent crimes reported in Uniform Crime Reports.
2. The Municipal Council hereby approves authorization of the application from the date of July 1, 2018 to June 30, 2019 and hereby accepts the grant.
3. With receipt of the grant award notification for the Safe & Secure Grant Program (19-0709), the Mayor and/or his designee, the Police Director, are hereby authorized to enter into and execute grant documents with the State of New Jersey Department of Law and Public Safety Division of Criminal Justice.
4. As a matter of public policy the Township of Irvington Police Department wishes to participate to the fullest extent possible with the State of New Jersey Department of Law and Public Safety Division of Criminal Justice.
5. The Attorney General will receive funds on behalf of the Township of Irvington. The Division of Criminal Justice shall be responsible for the receipt and review of the application of said funds.
6. The Division of Criminal Justice shall initiate allocations to each application as authorized.

I, Harold E. Wiener, Municipal Clerk of the Township of Irvington, in the County of Essex and State of New Jersey do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Governing Body of the Township of Irvington, County of Essex, State of New Jersey at special meeting of said Governing Body held on February 11, 2019.

\_\_\_\_\_, Clerk

Adopted

Jones – Burgess 8. Authorize Execution and Acceptance of Grant Agreement with the Essex County Division of Community Action as Sub-Recipient of Community Service Block Grant Funds - \$58,500.00 from January 1, 2019– December 31, 2019

WHEREAS, The County of Essex, acting through its Department of Citizens Services, Division of Community Action through the Community Services Block Grant (CSBG) proposes to enter into a sub grant agreement with Irvington Neighborhood Improvement Corporation to service the low-income poverty constituents of Essex County for the contract price of \$58,500.00 during the 2019 program year of January 1, 2019– December 31, 2019; and

WHEREAS, said grant agreement has been negotiated and approved by the County Executive of Essex County and to the Board of Chosen Freeholders; 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 Community Services Block Grant funds in the amount of \$58,500.00.

BE IT FURTHER RESOLVED that the Township of Irvington does hereby accept the award of \$58,500.00 for such activities.

Adopted

Hudley – Jones 9. Authorize Extension of Contract for Ambulance and Dispatch Services – MONOC – February 1, 2019 until February 28, 2019 – Not To Exceed \$26,000.00 Plus Additional Fees for Prisoners Transport

**RESOLUTION TO EXTEND AMBULANCE AND DISPATCH SERVICE CONTRACT**

WHEREAS, resolution number DF 14-1223-11 authorized a contract for ambulance and dispatch service which expires on December 31, 2015; and

WHEREAS, resolution number DF 15-1027-9 authorized a contract for ambulance and dispatch service which expires on December 31, 2016; and

WHEREAS, resolution number DF 16-1213-3 authorized a contract for ambulance and dispatch service which expires on December 31, 2017;

WHEREAS, resolution number DF 17-12-12-10 authorized a contract for ambulance and dispatch service which expires on December 31, 2018;

WHEREAS, resolution number DF 19-0114-1, authorized a contract extension for one month which expires on January 31, 2019

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

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

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

NOW, BE IT HEREBY RESOLVED by the Township of Irvington, Essex County, New Jersey that the following contract be extended for one month, starting on February 01, 2019 until February 28, 2019 with Monoc, 4806 Megill Road, Neptune, NJ 07753 for an amount not to exceed \$26,000.00 plus additional fees for prisoners transport; and



BE IT FURTHER RESOLVED, that the required certification of availability of funds C9-00156 in the amount of \$26,000.00 from account numbers 9-01-31-446-446-298 has been obtained from the Chief Financial Officer for this contract.

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

Adopted

Cox – Lyons 10. Authorize Emergency Contract for Updated Software Licensing - Dell Marketing LP - Not to Exceed \$5,539.56

**RESOLUTION TO AWARD AN EMERGENCY CONTRACT FOR PURCHASE OF UPDATED LICENSE AGREEMENTS**

WHEREAS, on November 22, 2018 the Township computers and servers were infected by a virus resulting in a system wide outage, and;

WHEREAS, the antivirus program require updated license agreements to ensure the system was operable again, and;

WHEREAS, the Business Administrator declared an emergency to purchase updated license agreements, and;

WHEREAS, Dell Marketing LP located at 1 Dellway RR8-MS411, Round rock, TX 78682 was called and the Company had the required software in stock, and;

WHEREAS, this situation constitutes a threat to public health, safety, welfare, and the Business Administrator declared an Emergency to fix the computer system. Dell Marketing LP located at 1 Dellway RR8-MS411, Round rock, TX 78682 had the required software in stock and was able to deliver the same immediately, and;

WHEREAS, the Mayor concurred with the Business Administrator and approved said emergency, and;

WHEREAS, the total cost to purchase the two servers was \$5,539.56 and;

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that it ratifies the decision of the Administration to authorize an emergency contract to purchase antivirus software from Dell Marketing LP located at 1 Dellway RR8-MS411, Round rock, TX 78682, for an amount not to exceed \$5,539.56.

BE IT FURTHER RESOLVED, that the required certification of availability of funds C9-00179 in the amount of \$5,539.56 from account number 9-01-31-440-441-298 has been obtained from the Chief Financial Officer.

Adopted

Hudley – Cox 11. Authorize Emergency Contract for Two Computer Servers - Shi International Corp. - Not to Exceed \$41,080.34

**RESOLUTION TO AWARD AN EMERGENCY CONTRACT FOR PURCHASE OF TWO SERVERS**

WHEREAS, on November 22, 2018 the Township computers and servers were infected by a virus resulting in a system wide outage, and;

WHEREAS, the virus created a worm on the servers which made the servers inoperable, and;

WHEREAS, the Business Administrator declared an emergency to purchase two new servers to avoid future issues to the Township hardware, and;

WHEREAS, Shi International Corp, located at 290 Davidson Ave, Somerset, NJ 08873 was called and servers were purchased and;

WHEREAS, this situation constitutes a threat to public health, safety, welfare, and the Business Administrator declared an Emergency to fix the computer system immediately. Shi International Corp, located at 290 Davidson Ave, Somerset, NJ 08873 had the required servers in stock and was able to deliver the same immediately, and;

WHEREAS, the Mayor concurred with the Business Administrator and approved said emergency, and;

WHEREAS, the total cost to purchase the two servers was \$41,080.34 and;

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that it ratifies the decision of the Administration to authorize an emergency contract to purchase two servers from Shi International Corp, located at 290 Davidson Ave, Somerset, NJ 08873, for an amount not to exceed \$41,080.34.

BE IT FURTHER RESOLVED, that the required certification of availability of funds C9-00178 in the amount of \$41,080.34 from account number 9-01-31-440-441-298 has been obtained from the Chief Financial Officer.

Adopted

Cox – Hudley 12. Authorize Emergency Contract for IT Services – Netarius Technology Solution – Not To Exceed \$17,500.00

**RESOLUTION TO AWARD AN EMERGENCY CONTRACT FOR COMPUTER IT SUPPORT SERVICE**

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WHEREAS, on November 22, 2018 the Township computers and servers were infected by a virus resulting in a system wide outage, and;

WHEREAS, all operational files and computer mainframe to the Township's network was inoperable, and;

WHEREAS, the Business Administrator declared an emergency to provide emergency recovery IT computer services to the Township, and;

WHEREAS, Nettareius Technology Solution, located at PO Box 111579, Irvington, NJ 07111 was called and services were rendered to provide emergency recovery computer IT service and;

WHEREAS, this situation constitutes a threat to public health, safety, welfare, and the Business Administrator declared an Emergency to fix the computer system immediately. Nettareius Technology Solution, located at PO Box 111579, Irvington, NJ 07111 had the necessary knowledge and skill to fix the Township's network and was available immediately to perform the work on an emergency basis, and;

WHEREAS, the Mayor concurred with the Business Administrator and approved said emergency, and;

WHEREAS, the total cost to provide emergency recovery service to the Township was \$17,500.00 and;

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that it ratifies the decision of the Administration to authorize an emergency contract to Nettareius Technology Solution of PO Box 111579, Irvington, NJ 07111, for an amount not to exceed \$17,500.00.

BE IT FURTHER RESOLVED, that the required certification of availability of funds C9-00180 in the amount of \$13,100.00 from account number 8-01-20-100-100-299 has been obtained from the Chief Financial Officer.

Adopted

Jones – Burgess 13. Authorize Fair and Open Contract for Insurance Brokerage Services for Health Benefits - Fairview Insurance Agency Associates – January 12, 2019 to January 11, 2020 - Vendor Paid Directly From Insurance Carrier

**RESOLUTION AUTHORIZING FAIR AND OPEN PROFESSIONAL SERVICE  
CONTRACT FOR HEALTH INSURANCE BROKERAGE SERVICES  
FOR CALENDAR YEAR 2019**

WHEREAS, the Request for Proposals for Insurance Brokerage Services for health was publicly advertised in the New Jersey Star Ledger on December 17, 2018 with a deadline for qualification to be submitted on January 09, 2019; and

WHEREAS, two qualifications were received and publicly opened; and

WHEREAS, said qualification was referred to the Business Administrator; and

WHEREAS, the qualification satisfied the bid requirement and;

WHEREAS, the Business Administrator has recommended award should be made to the following firm:

Fairview Insurance associations  
25 Fairview Avenue  
Verona, N.J. 07044

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that a contract for health Insurance Brokerage Services be awarded Fairview Insurance Agency Associates, 25 Fairview Ave, Verona, NJ 07044 on the basis of their response to the request for proposal meeting the selection criteria and qualifications at no cost to the township, the fees will be paid by brokerage and total compensation will be disclosed to the Township; for one year starting on January 12, 2019 and ending on January 11, 2020; and

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

**Adopted**

Cox – Burgess 14. Authorize Contract for Ambulance and Dispatch Services Based Upon Requests for Proposals - First Response, Doing Business As Americare Ambulance- One Year - \$300,800.00 Plus \$275.00 Per Prisoner Transport and \$425.00 Per Game Coverage at Pop Warner Football Games

**Authorizing service contract for Ambulance and dispatch service**

WHEREAS, request for proposals for ambulance and dispatch services were publicly advertised in the New Jersey Star Ledger on November 29, 2018 with a deadline for bids to be submitted on December 19, 2018; and,

WHEREAS, two bids were received and opened by the Municipal Clerk and Purchasing Agent; and,

WHEREAS, the bid was referred to the Public Safety Department for review and it is recommended that the contract should be awarded to the following firm based on evaluation criteria that is most advantageous to the Township:

First Response DBA Americare Ambulance  
35 Essex Place  
Dumont, N.J. 07628

NOW, THERFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that the contract for ambulance and dispatch services be made to First Response DBA Americare Ambulance, 35 Essex Place, Dumont, NJ 07628

for one (1) year for the total sum of \$300,800.00 plus additional fees for prisoners transport \$275.00 per prisoner and coverage at Pop Warner Game \$425.00 per game; and

BE IT FURTHER RESOLVED, that this contract is for one year, starting on March 01, 2019 until March 31, 2020.

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

BE IT FURTHER RESOLVED that the required certification of availability of funds, C9-00183 in the amount of \$25,066.67 for one month of service was obtained from the Chief Financial Officer from account number 9-01-31-446-446-298 and the remaining balance of \$275,733.33 will be certified upon the adoption of the 2019 budget.

Adopted

Cox – Jones 15. Authorize Professional Services Contract for Engineering Services for Final Design of Improved Handicapped Accessibility Project for Municipal Building – Keller & Kirkpatrick – Not To Exceed \$4,000.00

**RESOLUTION TO AWARD A PROFESSIONAL SERVICES CONTRACT FOR THE FINAL DESIGN OF IMPROVED HANDICAPPED ACCESSIBILITY AT THE MUNICIPAL COMPLEX**

WHEREAS, the Municipal Complex of the Township of Irvington, specifically the Municipal Building, The Police Station and the Fire Headquarters, were designed and constructed in the 1940's and 1970's, prior to institution of any requirement for handicapped accessibility; and

WHEREAS, the Township has performed various improvements over the years to meet these needs; and

WHEREAS, the Township seeks to update the Municipal Complex to meet these needs as well as update the landscaping around these facilities; and,

WHEREAS, the scope of this work is beyond the present capabilities of current Township staff; and

WHEREAS, the Township Engineer sought proposals from the five consulting engineering firms and three architectural firms that are a part of the Township's annual professional services contract; and

WHEREAS, three responses were received from various firms to provide these services; and

WHEREAS the Township Engineer has determined the most economical of these proposals was that of the firm of Keller & Kirkpatrick at their quoted price of \$ 17,400.00 (\$ 9,800 for preliminary design, \$ 4,000 for final design and \$ 3,600 for

construction supervision) and that this project will be phased so that only the preliminary design portion of the fee proposal was awarded as Resolution DPW 18-0214-2; and

WHEREAS, the preliminary design portion of this contract and it is now appropriate to award the final design portion of this project in accordance with the above proposal at the quoted cost of \$ 4,000.00.

NOW, THEREFORE, BE IT RESOLVED BY MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that a professional services contract for the final design of the Improved Handicapped Accessibility Project at the Municipal Complex be awarded to Keller & Kirkpatrick of Morris Plains, NJ at their quoted fee of \$ 4,000.00.

BE IT FURTHER RESOLVED that pursuant to N.J.A.C. 5:34-5.2, the required Certificate of Availability of Funds No. C9-00182 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 \$ 4,000.00 is Account No. 9-01-21-165-165-299.

Adopted

Cox – Inman 16. Authorize Settlement of Tax Appeals – February 11, 2019

**RESOLUTION OF THE MAYOR AND TOWNSHIP COUNCIL OF THE TOWNSHIP OF IRVINGTON IN THE COUNTY OF ESSEX AUTHORIZING SETTLEMENT OF TAX APPEALS ON THE ATTACHED LIST DATED FEBRUARY 11, 2019, WHICH WERE TAKEN FROM ASSESSMENTS OF PROPERTIES LOCATED WITHIN THE TOWNSHIP OF IRVINGTON, ESSEX COUNTY, NEW JERSEY**

**WHEREAS**, appeals of the real property tax assessments on the attached list dated August 14, 2018, have been challenged by the respective taxpayers; and

**WHEREAS**, each Block and Lot identified on the list dated February 11, 2019 was assessed at the amount stated therein for the noted tax year(s); and

**WHEREAS**, the proposed Stipulations of Settlement, copies of which are incorporated herein as if set forth at length, have been reviewed and recommended by the Township Tax Assessor and Township Tax Expert; and

**WHEREAS**, the Taxpayers have agreed to waive statutory interest, pursuant to N.J.S.A. 54:3-27.2, provided any refund resulting from settlement of these matters is paid within 180 days of judgment entered by the Tax Court; and

**WHEREAS**, the settlement of these matters on the list dated February 11, 2019 are in the best interest of the Township of Irvington.

**NOW, THEREFORE, BE IT RESOLVED**, by the Township of Irvington, New Jersey:

1. The Township's Tax Appeal Attorney, Matthew J. O'Donnell, Esq. is authorized to execute Stipulations of Settlement on behalf of the Township of Irvington with respect to the tax appeals on the attached list which are currently pending in the Tax Court of New Jersey for the tax year(s) listed therein and at the assessments stated therein.

2. All municipal officials are hereby authorized to take whatever action may be necessary to implement the terms of this Resolution and authorizes the Special Tax Counsel to enter into the Stipulation of Settlement as provided by Taxpayer.

Adopted

Burgess – Jones 17. Rescind Resolution Number EDGO 18-0313-7 and Authorize Award of \$10,000.00 in Grant Funds to Girl Scouts Heart of New Jersey, Inc. (GSHNJ)

**RESOLUTION AMENDING THE 2017-2018 PY CDBG FUNDING FOR YOUNG MEN STRIVING FOR GREATNESS, INC.**

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

WHEREAS, by resolution number EDGO 18-0313-7 adopted on March 13, 2018, the Township of Irvington awarded CDBG grant funds in the amount \$10,000.00 for the 2017-2018 program year to YOUNG MEN STRIVING FOR GREATNESS, INC. a private Non-Profit corporation of the State of New Jersey with principal offices at 1410 EASTERBROOK AVENUE, IRVINGTON NEW JERSEY 07111 for the provision of public services, which constitute an eligible CDBG activity; and,

WHEREAS, the Township of Irvington wishes to further amend its 2017-18 action plan to award that sum of \$10,000 to the GIRLS SCOUTS HEART OF NEW JERSEY, Inc. (GSHNJ) to enhance their program.

WHEREAS, GSHNJ is a Not-For-Profit Organization whose corporate office is at 201 East Grove Street, Westfield, New Jersey 07090 and who is seeking to bring our signature Girl Scout Leadership Experience (GLSE) program to undeserved girls in Irvington, New Jersey; and,

WHEREAS, GSHNJ 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. Rescinding resolution number EDGO 18-0313-7 dated March 13, 2018 awarding \$10,000 in grant funds to Young Men Striving for Greatness.
2. Amend the 2017-18 Action Plan to award \$10,000.00 to GSHNJ, at 201 East Grove Street, Westfield, New Jersey 07090 and who is seeking to bring our

signature Girl Scout Leadership Experience (GLSE) program to undeserved girls in Irvington, New Jersey.

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

Adopted

Jones - Hudley 18. Rescind Grant Award of \$19,000.00 to Harmony Education and Life Partners For Non-Compliance With Program Rules

**RESOLUTION RESCINDING 2017-18 CDBG FUNDS AWARDED TO HARMONY EDUCATION & LIFE PARTNERS**

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

WHEREAS, by resolution number EDGO 18-0313-2 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 HARMONY EDUCATION & LIFE PARTNERS a private Non-Profit corporation of the State of New Jersey with principal offices at 1160 CLINTON AVENUE, IRVINGTON NEW JERSEY 07111 for the provision of public services, which constitute an eligible CDBG activity; and,

WHEREAS, the Township of Irvington has allocated sufficient CDBG funds to fund a proposed grant agreement in the amount of \$19,000.00 with the HARMONY EDUCATION & LIFE PARTNERS, a private Non-Profit Corporation of the State of New Jersey to provide educational services; and

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

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

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

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



WHEREAS, in addition to the above referenced requirements, as a condition to receipt of grant funds, and pursuant to the above adopted resolution, the sub-grantee was required to execute a grant agreement agreeing to program requirements and grant terms; to submit quarterly reports; and, payment request vouchers with all supporting documentation documenting provision of services and expenditures;

WHEREAS, the sub-grantee Harmony Education & Life Partners, has failed to meet one or more of the requirements as a condition to receipt of grant funds and as a result, the Department of Economic Development and Grants Oversight has requested the recession of the grant award to Harmony Education & Life Partners, for non-compliance with program rules, policies and requirements;

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

1. The 2017-18 grant award in the amount of \$19,000.00 to HARMONY EDUCATION & LIFE PARTNERS, whose address is 1160 CLINTON AVENUE, IRVINGTON, NEW JERSEY 07111, is rescinded to ensure that the Township of Irvington is compliant with HUD's rules, regulations and policies and to enable the Department of Economic Development and Grants Oversight to re-allocate such funds for other eligible CDBG activities.

Adopted

Jones – Hudley 19. Authorize Award of \$19,000.00 in Grant Funds to Urban League of Essex County

Urban League of Essex County

WHEREAS, the Township of Irvington is a recipient of 2018-2019 Community Development Block Grant (CDBG) Program funds administered by the U.S. Department of Housing and Urban Development; and

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

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

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

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

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

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

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

1. The Mayor and the Township Clerk are hereby authorized and directed to execute an agreement with Urban League of Essex County, for Homebuyers education and counseling to residents in need. This will include both pre-purchase education/counseling and default prevention counseling.
2. Pursuant to N.J.A.C. 5:34-5.2, the required certificate of Availability of Funds No. C9-00186 in the amount of \$19,000.00 for the above has been obtained from the Chief Financial Officer of the Township of Irvington. The appropriation to be charged for this expenditure is Account No. T-21-41-850-19C-807.

Adopted

Jones – Hudley 20. Authorize Award of \$15,000.00 in Grant Funds to The Bridge, Inc.

The Bridge Inc.

WHEREAS, the Township of Irvington is a recipient of 2018-2019 Community Development Block Grant (CDBG) Program funds administered by the U.S. Department of Housing and Urban Development; and

WHEREAS, the Township of Irvington wishes to award CDBG grant funds in the amount \$15,000.00 to The Bridge Inc., a private Non-Profit corporation of the State of New Jersey with principal offices 50 UNION AVENUE, IRVINGTON, NEW JERSEY 07111 for the provision of public services, which constitute an eligible CDBG activity; and,

WHEREAS, the Township of Irvington has allocated sufficient CDBG funds to fund a proposed grant agreement in the amount of \$15,000.00 with The Bridge Inc., a private Non-Profit Corporation of the State of New Jersey; and

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

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

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

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

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

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

1. The Mayor and the Township Clerk are hereby authorized and directed to execute an agreement with The Bridge Inc., for counseling services suffering from addiction and/or mental health for individuals and families living in the Irvington area with low/moderate income levels.

2. Pursuant to N.J.A.C. 5:34-5.2, the required certificate of Availability of Funds No. C9-00191 in the amount of \$15,000.00 for the above has been obtained from the Chief Financial Officer of the Township of Irvington. The appropriation to be charged for this expenditure is Account No. T-21-41-850-19C-804.

Adopted

Jones – Hudley 21. Authorize Award of \$19,000.00 in Grant Funds to The Arc of Essex County

The Arc of Essex County

WHEREAS, the Township of Irvington is a recipient of 2018-2019 Community Development Block Grant (CDBG) Program funds administered by the U.S. Department of Housing and Urban Development; and

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

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

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

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

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

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

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

1. The Mayor and the Township Clerk are hereby authorized and directed to execute an agreement with The Arc of Essex County, for seven (7) weeks of specialized camp services for approximately 17 Irvington special needs youth/children including door-to-door transportation.
2. Pursuant to N.J.A.C. 5:34-5.2, the required certificate of Availability of Funds No. C9-00189 in the amount of \$19,000.00 for the above has been obtained from the Chief Financial Officer of the Township of Irvington. The appropriation to be charged for this expenditure is Account No. T-21-41-850-19C-802.

Adopted

Jones – Hudley 22. Authorize Award of \$19,000.00 in Grant Funds to The Partnership for Maternal and Child Health of Northern NJ

The Partnership for Maternal and Child Health of Northern NJ

WHEREAS, the Township of Irvington is a recipient of 2018-2019 Community Development Block Grant (CDBG) Program funds administered by the U.S. Department of Housing and Urban Development; and

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

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

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

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

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

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

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

1. The Mayor and the Township Clerk are hereby authorized and directed to execute an agreement with The Partnership for Maternal and Child Health of Northern NJ, for which activities provided by the Partnership's IFDC Family Success Center for families to build self-sufficiency, foster family stability, and encourage goal setting. All services are free and open to all residents.
2. Pursuant to N.J.A.C. 5:34-5.2, the required certificate of Availability of Funds No. C9-00190 in the amount of \$19,000.00 for the above has been obtained from the Chief Financial Officer of the Township of Irvington. The appropriation to be charged for this expenditure is Account No. T-21-41-850-19C-803.

Adopted

Cox – Hudley 23. Authorize Award of \$19,000.00 in Grant Funds to The Irvington Counseling Center

Irvington Counseling Center

WHEREAS, the Township of Irvington is a recipient of 2018-2019 Community Development Block Grant (CDBG) Program funds administered by the U.S. Department of Housing and Urban Development; and

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

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

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

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

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

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

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

1. The Mayor and the Township Clerk are hereby authorized and directed to execute an agreement with Irvington Counseling Center, to provide a complete mental health program for seniors in need of services, which includes Individual, Family and Group Counseling with activities, as well as Psychiatric Services, Home visits and crisis intervention are provided for the frail and elderly that cannot leave their homes.
2. Pursuant to N.J.A.C. 5:34-5.2, the required certificate of Availability of Funds No. C9-00188 in the amount of \$19,000.00 for the above has been obtained from the Chief Financial Officer of the Township of Irvington. The appropriation to be charged for this expenditure is Account No. T-21-41-850-19C-801.

Adopted

Hudley – Burgess 24. Authorize Award of \$19,000.00 in Grant Funds to Innovation Music and Performing Arts (IMPAC)

Innovation Music and Performing Arts (IMPAC)

WHEREAS, the Township of Irvington is a recipient of 2018-2019 Community Development Block Grant (CDBG) Program funds administered by the U.S. Department of Housing and Urban Development; and

WHEREAS, the Township of Irvington wishes to award CDBG grant funds in the amount \$9,010.75 to Innovation Music and Performing Arts (IMPAC), a private Non-Profit corporation of the State of New Jersey with principal offices 1160 CLINTON AVENUE, IRVINGTON, NEW JERSEY 07111 for the provision of public services, which constitute an eligible CDBG activity; and,

WHEREAS, the Township of Irvington has allocated sufficient CDBG funds to fund a proposed grant agreement in the amount of \$9,010.75 with the Innovation Music and Performing Arts (IMPAC), a private Non-Profit Corporation of the State of New Jersey; and

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

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

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

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

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

1. The Mayor and the Township Clerk are hereby authorized and directed to execute an agreement with Innovation Music and Performing Arts (IMPAC), offering comprehensive performing arts experience for students between 2<sup>nd</sup> and 12<sup>th</sup> grades by advancing artistic talents regardless of income and cultivating new audiences for music production, theater, dance and martial arts.
2. Pursuant to N.J.A.C. 5:34-5.2, the required certificate of Availability of Funds No. C9-00187 in the amount of \$9,010.75 for the above has been obtained from the Chief Financial Officer of the Township of Irvington. The appropriation to be charged for this expenditure is Account No. T-21-41-850-19C-810.

Adopted

Cox – Hudley 25. Authorize Award of \$10,000.00 in Grant Funds to Famicare, Inc.

FamiCare Inc.

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

WHEREAS, the Township of Irvington wishes to award CDBG grant funds in the amount \$10,000.00 to FamiCare Inc., a private Non-Profit corporation of the State of New Jersey with principal offices 50 UNION AVENUE, IRVINGTON, NEW JERSEY 07111 for the provision of public services, which constitute an eligible CDBG activity; and,

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

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

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

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

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

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

1. The Mayor and the Township Clerk are hereby authorized and directed to execute an agreement with FamiCare Inc., targeting health, education and economic disparities and its root causes with emphasis on at-risk residents and the immigrant community by providing families with services and referrals to facilitate the necessary soft and hard skills needed to become gainfully employed.

2. Pursuant to N.J.A.C. 5:34-5.2, the required certificate of Availability of Funds No. C9-00184 in the amount of \$10,000.00 for the above has been obtained from the Chief



Financial Officer of the Township of Irvington. The appropriation to be charged for this expenditure is Account No. T-21-41-850-19C-805.

Adopted

Burgess – Jones 26. Authorize Award of \$15,000.00 in Grant Funds to Community Organization Making Better Alternatives Today (C.O.M.B.A.T.T.)

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

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

WHEREAS, the Township of Irvington is a recipient of 2018-2019 Community Development Block Grant (CDBG) Program funds administered by the U.S. Department of Housing and Urban Development; and

WHEREAS, the Township of Irvington wishes to award CDBG grant funds in the amount \$15,000.00 to C.O.M.B.A.T.T. (Community Organization Making Better Alternatives Today for Tomorrow, Inc., a private Non-Profit corporation of the State of New Jersey with principal offices 1763 SIXTH STREET, EWING, NEW JERSEY 08638 for the provision of public services, which constitute an eligible CDBG activity; and,

WHEREAS, the Township of Irvington has allocated sufficient CDBG funds to fund a proposed grant agreement in the amount of \$15,000.00 with the C.O.M.B.A.T.T. (Community Organization Making Better Alternatives Today for Tomorrow, Inc., a private Non-Profit Corporation of the State of New Jersey; and

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

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

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

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

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

1. The Mayor and the Township Clerk are hereby authorized and directed to execute an agreement with C.O.M.B.A.T.T. (Community Organization Making Better Alternatives Today for Tomorrow, Inc.), for an after-school behavior modification project, an educational, social and recreational experience to at-risk youths who reside in Irvington, New Jersey.

2. Pursuant to N.J.A.C. 5:34-5.2, the required certificate of Availability of Funds No. C9-00185 in the amount of \$15,000.00 for the above has been obtained from the Chief Financial Officer of the Township of Irvington. The appropriation to be charged for this expenditure is Account No. T-21-41-850-19C-806.

Adopted

Cox – Lyons 27. Determine Form And Other Details Note Relating to the Joint Meeting Construction Financing Loan Program - Not to Exceed \$2,230,000.00

**RESOLUTION OF THE TOWNSHIP OF IRVINGTON, IN THE COUNTY OF ESSEX, NEW JERSEY, DETERMINING THE FORM AND OTHER DETAILS OF ITS "NOTE RELATING TO THE CONSTRUCTION FINANCING LOAN PROGRAM OF THE NEW JERSEY INFRASTRUCTURE BANK" TO BE ISSUED IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$2,230,000 IN CONNECTION WITH THE TOWNSHIP'S ALLOCABLE SHARE OF CAPITAL IMPROVEMENT PROJECTS TO BE UNDERTAKEN BY THE JOINT MEETING OF ESSEX AND UNION COUNTIES, PROVIDING FOR THE ISSUANCE AND SALE OF SUCH NOTE TO THE NEW JERSEY INFRASTRUCTURE BANK AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH NOTE BY THE TOWNSHIP IN FAVOR OF THE NEW JERSEY INFRASTRUCTURE BANK, ALL PURSUANT TO THE NEW JERSEY INFRASTRUCTURE BANK CONSTRUCTION FINANCING LOAN PROGRAM.**

**WHEREAS**, the Township of Irvington (the "*Township*"), in the County of Essex, New Jersey, has determined that there exists a need within the Township to acquire, construct, renovate or install, as applicable, a project consisting of the Township's allocable share of capital improvement projects being undertaken by the Joint Meeting of Essex and Union Counties (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 (the "*Project*"), and it is the desire of the Township to obtain financing for such Project through participation in the environmental infrastructure financing program (the "*New Jersey Water Bank*") of the New Jersey Infrastructure Bank (the "*I-Bank*");

**WHEREAS**, the Township has determined to temporarily finance the acquisition, construction, renovation or installation of, as applicable, the Project prior to the closing with respect to the New Jersey Water Bank, and to undertake such temporary financing with the proceeds of a short-term loan to be made by the I-Bank (the "*Construction Loan*") to the Township, pursuant to the Construction Financing Loan Program of the I-Bank (the "*Construction Financing Loan Program*");

**WHEREAS**, in order to (i) evidence and secure the repayment obligation of the Township to the I-Bank with respect to the Construction Loan and (ii) satisfy the requirements of the Construction Financing Loan Program, it is the desire of the Township to issue and sell to the I-Bank its "Note Relating to the Construction Financing Loan Program of the New Jersey Infrastructure Bank" in an aggregate principal amount of not to exceed \$2,230,000 (the "*Note*");

**WHEREAS**, it is the desire of the Township to authorize, execute, attest and deliver the Note to the I-Bank pursuant to the terms of the Local Bond Law of the State of New Jersey, constituting Chapter 2 of Title 40A of the Revised Statutes of the State of New Jersey (the "*Local Bond Law*"), and other applicable law; and

**WHEREAS**, Section 28 of the Local Bond Law allows for the sale of the Note to the I-Bank without any public offering, and N.J.S.A. 58:11B-9 allows for the sale of the Note to the I-Bank without any public offering, all under the terms and conditions set forth therein.

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

**Section 1.** In accordance with Section 28 of the Local Bond Law and N.J.S.A. 58:11B-9, the Township hereby authorizes the issuance, sale and award of the Note in accordance with the provisions hereof. The obligation represented by the Note has been appropriated and authorized by Bond Ordinance #MC3675 of the Township entitled, "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", and finally adopted by the Township at a meeting duly called and held on December 18, 2018, at which time a quorum was present and acted throughout, all pursuant to the terms of the Local Bond Law and other applicable law.

**Section 2.** The Director of Revenue and Finance of the Township (the "*Director of Revenue and Finance*") is hereby authorized to determine, in accordance with the Local Bond Law and pursuant to the terms and conditions hereof, (i) the final principal amount of the Note (subject to the maximum limitation set forth in Section 4(a) hereof) and (ii) the dated date of the Note.

**Section 3.** Any determination made by the Director of Revenue and Finance pursuant to the terms hereof shall be conclusively evidenced by the execution and attestation of the Note by the parties authorized pursuant to Section 4(h) hereof.

**Section 4.** The Township hereby determines that certain terms of the Note shall be as follows:

- (a) the principal amount of the Note to be issued shall be an amount not to exceed \$2,230,000;
- (b) the maturity of the Note shall be as determined by the I-Bank;
- (c) the interest rate of the Note shall be as determined by the I-Bank;
- (d) the purchase price for the Note shall be par;
- (e) the Note shall be subject to prepayment prior to its stated maturity in accordance with the terms and conditions of the Note;
- (f) the Note shall be issued in a single denomination and shall be numbered "CFP-2019-1";
- (g) the Note shall be issued in fully registered form and shall be payable to the registered owner thereof as to both principal and interest in lawful money of the United States of America; and
- (h) the Note shall be executed by the manual or facsimile signatures of the Mayor and the Director of Revenue and Finance (the "*Authorized Officers*") under official seal or facsimile thereof affixed, printed, engraved or reproduced thereon and attested by the manual signature of the Township Clerk.

**Section 5.** The Note shall be substantially in the form attached hereto as **Exhibit A.**

**Section 6.** The law firm of McManimon, Scotland & Baumann, LLC, Roseland, New Jersey, is hereby authorized to arrange for the printing of the Note, which law firm may authorize McCarter & English, LLP, bond counsel to the I-Bank for the Construction Loan Financing Program, to arrange for same.

**Section 7.** The Authorized Officers of the Township are hereby further severally authorized to (i) execute and deliver, and the Township Clerk is hereby further authorized to attest to such execution and to affix the corporate seal of the Township to, any document, instrument or closing certificate deemed necessary, desirable or convenient by the Authorized Officers of the Township, in their sole discretion, after consultation with counsel and any advisors to the Township and after further consultation with the I-Bank and its representatives, agents, counsel and advisors, to be executed in connection with the issuance and sale of the Note and the participation of the Township in the Construction Financing Loan Program, which determination shall be conclusively evidenced by the execution of each such certificate or other document by the party

authorized hereunder to execute such certificate or other document, and (ii) perform such other actions as the Authorized Officers deem necessary, desirable or convenient in relation to the execution and delivery of the Note and the participation of the Township in the Construction Financing Loan Program.

**Section 8.** This resolution shall take effect immediately.

**Section 9.** Upon the adoption hereof, the Township Clerk shall forward certified copies of this resolution to Nicholas A. Concilio, Esq., McManimon, Scotland & Baumann, LLC, bond counsel to the Township, Everett M. Johnson, Esq., Wilentz, Goldman & Spitzer, P.A., bond counsel to the Joint Meeting, David Zimmer, Executive Director of the I-Bank, and Richard T. Nolan, Esq., McCarter & English, LLP, bond counsel to the I-Bank.

## EXHIBIT A

### FORM OF NOTE

No. CFP-2019-1

\$[Par Amount]

#### TOWNSHIP OF IRVINGTON, IN THE COUNTY OF ESSEX, NEW JERSEY

#### NOTE RELATING TO THE CONSTRUCTION FINANCING LOAN PROGRAM OF THE NEW JERSEY INFRASTRUCTURE BANK (f/k/a NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST)

DATED DATE: [CLOSING DATE], 2019

**FOR VALUE RECEIVED**, the **TOWNSHIP OF IRVINGTON**, a municipal corporation duly created and validly existing pursuant to the laws of the State (as hereinafter defined), and its successors and assigns (the "*Borrower*"), hereby promises to pay to the order of the **NEW JERSEY INFRASTRUCTURE BANK (f/k/a NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST)**, a public body corporate and politic with corporate succession, duly created and validly existing under and by virtue of the Act (as hereinafter defined) (the "*I-Bank*"), the Principal (as hereinafter defined), together with all unpaid accrued Interest (as hereinafter defined), fees, late charges and other sums due hereunder, if any, in lawful money of the United States of America, on the Maturity Date (as hereinafter defined) or the date of any optional prepayment or acceleration in accordance with the provisions of this note (this "*Note*").

**SECTION 1. Definitions.** As used in this Note, unless the context requires otherwise, the following terms shall have the following meanings:

**"Act"** means the "New Jersey Infrastructure Trust Act", constituting Chapter 334 of the Pamphlet Laws of 1985 of the State (codified at N.J.S.A. 58:11B-1 *et seq.*), as the same may from time to time be amended and supplemented.

**"Administrative Fee"** means a fee of up to four-tenths of one percent (0.40%) of that portion of the Principal identified in clause (i) of the definition thereof (as set forth in this Section 1), or such lesser amount, if any, as the I-Bank may determine from time to time.

**"Anticipated Financing Program"** means the financing program of the I-Bank, pursuant to which the I-Bank will issue its I-Bank Bonds for the purpose of financing, on a long-term basis, the Project and other projects of certain qualifying borrowers.

**"Anticipated Long-Term Loan"** means the long-term loan made by the I-Bank to the Borrower from the proceeds of its I-Bank Bonds, as part of the Anticipated Financing Program.

**"Appropriation Condition"** means the procedural appropriation by the State for the Project through the inclusion of the Project on the Project Priority List (which Project Priority List is required pursuant to the Act) in an appropriation amount equal to or greater than the Principal amount of the Loan then due and payable by the Borrower pursuant to the terms hereof.

**"Authorized Officer"** means any person authorized by the Borrower or the I-Bank, as the case may be, to perform any act or execute any document relating to the Loan or this Note.

**"Code"** means the Internal Revenue Code of 1986, as the same may from time to time be amended and supplemented, including any regulations promulgated thereunder, any successor code thereto and any administrative or judicial interpretations thereof.

**"Cost"** means those costs that are allocable to the Project, as shall be determined on a project-specific basis in accordance with the Regulations, as further set forth in **Exhibit B** hereto, (i) as such **Exhibit B** shall be supplemented by an Authorized Officer of the I-Bank by means of either a substitute **Exhibit B** or an additional **Exhibit B**, such supplement to be implemented concurrently with a supplement to **Exhibit A-1** hereto (as provided in the definition of "Project" as set forth herein), and (ii) as the then-current **Exhibit B** may be amended by subsequent changes to eligible costs as evidenced by a certificate of an Authorized Officer of the I-Bank.

**"Environmental Infrastructure Facilities"** means Wastewater Treatment Facilities, Stormwater Management Facilities or Water Supply Facilities (as such terms are defined in the Regulations).

**"Environmental Infrastructure System"** means the Environmental Infrastructure Facilities of the Borrower, including the Project, for which the Borrower is receiving the Loan.

**"Event of Default"** means any occurrence or event specified in Section 6 hereof.

**"Fund Portion"** means, on any date, an amount equal to seventy-five percent (75%) of the Principal of the Loan on such date, exclusive of that portion of the Principal of the Loan that is allocable to the NJDEP Loan Origination Fee, which NJDEP Loan Origination Fee shall be financed exclusively from the I-Bank Portion.

**"I-Bank Bonds"** means the revenue bonds of the I-Bank to be issued as part of the Anticipated Financing Program.

**"I-Bank Portion"** means, on any date, an amount equal to the aggregate of (i) twenty-five percent (25%) of the Principal of the Loan on such date, exclusive of that portion of the Principal of the Loan that is allocable to the NJDEP Loan Origination Fee, plus (ii) one hundred percent (100%) of that portion of the Principal of the Loan that is allocable to the NJDEP Loan Origination Fee.

**"I-Bank Portion Interest Rate"** means, with respect to each disbursement of proceeds of the I-Bank Portion of the Loan, (a) to the extent that such disbursement is funded from moneys appropriated to the I-Bank, for the Construction Financing Loan Program of the I-Bank, pursuant to an appropriations act of the State, the I-Bank Portion Interest Rate shall equal 0.00%,

(b) to the extent that such disbursement is funded from available moneys of the I-Bank that are neither (i) appropriated to the I-Bank as provided by the preceding clause (a), nor (ii) borrowed from a financial institution pursuant to a line of credit or other similar financial instrument as provided by the succeeding clause (c), the I-Bank Portion Interest Rate shall equal the interest rate that is published as either the Thompson Financial TM3 "AAA" Municipal Market Data General Obligation Index (Tax-Exempt) or the "BVAL" Index (relating to general obligation, tax exempt credits) of Bloomberg L.P. (or any subsidiary thereof), (with the particular index that is used by the I-Bank to be selected by an Authorized Officer of the I-Bank) or, if such indexes are no longer published on such date, such successor index as may be selected by an Authorized Officer of the I-Bank, in each case for the number of years that corresponds to the length of time from the date such disbursement is made available to the Borrower by the I-Bank to the Maturity Date, rounding up to the nearest year, or (c) to the extent that such disbursement is funded from available moneys of the I-Bank borrowed from a financial institution pursuant to a line of credit or other similar financial instrument, the I-Bank Portion Interest Rate shall equal the actual rate of interest established by the applicable financial institution pursuant to a competitive or negotiated solicitation by the I-Bank with respect to such line of credit or other financial instrument.

**"Interest"** means the interest charged on the outstanding Principal of the Loan at a rate of (a) with respect to the I-Bank Portion of the Principal, the applicable I-Bank Portion Interest Rate, and (b) with respect to the Fund Portion of the Principal, 0.00%, and payable by the Borrower to the I-Bank (i) on the Maturity Date or (ii) with respect to any optional prepayment or acceleration of the Loan pursuant to the terms of this Note, on the date of such optional prepayment or acceleration, as the case may be.

**"Loan"** means the loan of the Principal, made by the I-Bank to the Borrower to finance or refinance a portion of the Cost of the Project, as evidenced by this Note.

**"Loan Disbursement Requisition"** means the requisition to be executed by an Authorized Officer of the Borrower and approved by the NJDEP, in a form to be determined by the I-Bank and the NJDEP.

**"Maturity Date"** means June 30, 2022, or (i) such earlier date as shall be determined by an Authorized Officer of the I-Bank in his or her sole discretion, which date shall be determined by such Authorized Officer of the I-Bank to be the date of the closing for the Anticipated Financing Program (subject, in all events, to the rights and remedies of the I-Bank pursuant to, respectively, the provisions of Section 6 hereof and the provisions of Section 7 hereof in furtherance of the enforcement by the I-Bank of all covenant obligations of the Borrower hereunder, including, without limitation and in particular, the covenant obligation of the Borrower set forth in Section 3(a) hereof), or (ii) such later date (subject to the then-applicable limits of the Act) to be determined by an Authorized Officer of the I-Bank in his or her sole discretion, pursuant to a written certification thereof, as acknowledged and approved by an Authorized Officer of the Borrower.

**"NJDEP"** means the New Jersey Department of Environmental Protection.

**"NJDEP Loan Origination Fee"** means the "NJDEP Fee" as referenced and defined in **Exhibit B** hereto, which NJDEP Fee is an administrative fee that is payable by the Borrower to the NJDEP as a portion of the Cost of the Project that has been incurred by the Borrower for engineering and environmental services provided to the Borrower by the NJDEP.

**"Principal"** means the principal amount of the Loan, at any time being the lesser of (i) [Principal Amount] Dollars (\$\_, \_\_, \_\_) or (ii) the aggregate outstanding amount as shall

actually be disbursed to the Borrower by the I-Bank pursuant to one or more Loan Disbursement Requisitions, which Principal shall be payable by the Borrower to the I-Bank (i) on the Maturity Date or (ii) with respect to any optional prepayment or acceleration of the Loan pursuant to the terms of this Note, on the date of such optional prepayment or acceleration, as the case may be.

**"Project"** means the Environmental Infrastructure Facilities of the Borrower that constitute a project for which the I-Bank is making the Loan to the Borrower, as further described in **Exhibit A-1** hereto; *provided, however*, that the description of the Project, as set forth in **Exhibit A-1** attached hereto, shall be supplemented by means of either (i) the substitution of a revised and updated **Exhibit A-1** for the current **Exhibit A-1** or (ii) the inclusion of an additional **Exhibit A-1**, in either case, promptly following the certification for funding by the NJDEP of the remaining components of the Project, as applicable, such supplement to be undertaken by an Authorized Officer of the I-Bank.

**"Regulations"** means the rules and regulations, as applicable, now or hereafter promulgated pursuant to N.J.A.C. 7:22-3 *et seq.*, 7:22-4 *et seq.*, 7:22-5 *et seq.*, 7:22-6 *et seq.*, 7:22-7 *et seq.*, 7:22-8 *et seq.*, 7:22-9 *et seq.* and 7:22-10 *et seq.*, as the same may from time to time be amended and supplemented.

**"State"** means the State of New Jersey.

**SECTION 2. Representations of Borrower.** The Borrower represents and warrants to the I-Bank:

(a) Organization. The Borrower: (i) is a municipal corporation duly created and validly existing under and pursuant to the Constitution and laws of the State; (ii) has full legal right and authority to execute, attest and deliver this Note, to sell this Note to the I-Bank and to perform its obligations hereunder; and (iii) has duly authorized, approved and consented to all necessary action to be taken by the Borrower for (A) the issuance of this Note, the sale thereof to the I-Bank and the due performance of its obligations hereunder and (B) the execution, delivery and due performance of all certificates and other instruments that may be required to be executed, delivered and performed by the Borrower in order to carry out and give effect to this Note.

(b) Authority. This Note has been duly authorized by the Borrower and duly executed, attested and delivered by the Authorized Officers of the Borrower. This Note has been duly sold by the Borrower to the I-Bank and duly issued by the Borrower and constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as the enforcement thereof may be affected by bankruptcy, insolvency or other laws or the application by a court of legal or equitable principles affecting creditors' rights.

(c) Pending Litigation. There are no proceedings pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower that, if adversely determined, would adversely affect (i) the condition (financial or otherwise) of the Borrower, (ii) the ability of the Borrower to satisfy all of its Loan repayment obligations hereunder, (iii) the authorization, execution, attestation or delivery of this Note, (iv) the issuance of this Note and the sale thereof to the I-Bank, and (v) the Borrower's ability otherwise to observe and perform its duties, covenants, obligations and agreements under this Note.

(d) Compliance with Existing Laws and Agreements; Governmental Consent. (i) The due authorization, execution, attestation and delivery of this Note by the Borrower and the sale of this Note to the I-Bank, (ii) the observation and performance by the Borrower of its duties, covenants, obligations and agreements hereunder, including, without limitation, the repayment of the Loan and all other amounts due hereunder, and (iii) the undertaking and completion of the Project, will not (A) other than the lien, charge or encumbrance created by this



Note and by any other outstanding debt obligations of the Borrower that are at parity with this Note as to lien on, and source and security for payment thereon from, the general tax revenues of the Borrower, result in the creation or imposition of any lien, charge or encumbrance upon any properties or assets of the Borrower pursuant to, (B) result in any breach of any of the terms, conditions or provisions of, or (C) constitute a default under, any existing ordinance or resolution, outstanding debt or lease obligation, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument to which the Borrower is a party or by which the Borrower, its Environmental Infrastructure System or any of its properties or assets may be bound, nor will such action result in any violation of the provisions of the charter or other document pursuant to which the Borrower was established or any laws, ordinances, injunctions, judgments, decrees, rules, regulations or existing orders of any court or governmental or administrative agency, authority or person to which the Borrower, its Environmental Infrastructure System or its properties or operations are subject. The Borrower has obtained all permits and approvals required to date by any governmental body or officer for the authorization, execution, attestation and delivery of this Note, for the sale of this Note to the I-Bank, for the making, observance and performance by the Borrower of its duties, covenants, obligations and agreements under this Note and for the undertaking and completion of the Project.

(e) Reliance. The Borrower hereby acknowledges that the I-Bank is making the Loan to the Borrower pursuant to the terms hereof in reliance upon each of the representations of the Borrower set forth in this Section 2.

### **SECTION 3. Covenants of Borrower.**

(a) Participation in Anticipated Financing Program. The Borrower covenants and agrees that it shall undertake and complete in a timely manner all conditions precedent identified by the I-Bank relating to (i) the participation by the Borrower in the Anticipated Financing Program and (ii) the qualification by the Borrower for receipt of the Anticipated Long-Term Loan.

(b) Full Faith and Credit Pledge. To secure the repayment obligation of the Borrower with respect to this Note, and all other amounts due under this Note, the Borrower unconditionally and irrevocably pledges its full faith and credit and covenants to exercise its unlimited taxing powers for the punctual payment of any and all obligations and amounts due under this Note. The Borrower acknowledges that, to assure the continued operation and solvency of the I-Bank, the I-Bank may, pursuant to and in accordance with Section 12a of the Act, require that if the Borrower fails or is unable to pay promptly to the I-Bank in full any Loan repayments, any Interest or any other amounts due pursuant to this Note, an amount sufficient to satisfy such deficiency shall be paid by the State Treasurer to the I-Bank from State-aid otherwise payable to the Borrower.

(c) Disposition of Environmental Infrastructure System. The Borrower covenants and agrees that it shall not sell, lease, abandon or otherwise dispose of all or substantially all of its Environmental Infrastructure System without the express written consent of the I-Bank, which consent may or may not be granted by the I-Bank in its sole discretion.

(d) Financing With Tax-Exempt Bonds. The Borrower acknowledges, covenants and agrees that it is the intention of the Borrower to finance the Project on a long-term basis with proceeds of I-Bank Bonds now or hereinafter issued, the interest on which is excluded from gross income for purposes of federal income taxation pursuant to Section 103(a) of the Code ("*tax-exempt bonds*"). In furtherance of such long-term financing with tax-exempt bonds, the Borrower covenants that, except to the extent expressly permitted in writing by the I-Bank, the Borrower will not take any action or permit any action to be taken that would result in any of the

proceeds of the Loan being used (directly or indirectly) (i) in any "private business use" within the meaning of Section 141(b)(6) of the Code, (ii) to make or finance loans to persons other than the Borrower, or (iii) to acquire any "nongovernmental output property" within the meaning of Section 141(d)(2) of the Code. In addition, the Borrower covenants and agrees that no portion of the Project will be investment property, within the meaning of Section 148(b) of the Code. The Borrower covenants and agrees that any Costs of the Project to be paid or reimbursed with proceeds of the Loan will result in the expenditure of proceeds under Treasury Regulations §1.148-6(d) and Treasury Regulations §1.150-2.

(e) Operation and Maintenance of Environmental Infrastructure System. The Borrower covenants and agrees that it shall maintain its Environmental Infrastructure System in good repair, working order and operating condition and make all necessary and proper repairs and improvements with respect thereto.

(f) Records and Accounts; Inspections. The Borrower covenants and agrees that it shall keep accurate records and accounts for its Environmental Infrastructure System (the "*System Records*"), separate and distinct from its other records and accounts (the "*General Records*"), which shall be audited annually by an independent registered municipal accountant and shall be made available for inspection by the I-Bank upon prior written notice. The Borrower shall permit the I-Bank to inspect the Environmental Infrastructure System.

(g) Insurance. The Borrower covenants and agrees that it shall maintain insurance policies providing against risk of direct physical loss, damage or destruction of its Environmental Infrastructure System, in an amount that will satisfy all applicable regulatory requirements. The Borrower covenants and agrees that it shall include, or cause to be included, the I-Bank as an additional "named insured" on any certificate of liability insurance procured by the Borrower and by any contractor or subcontractor for the Project.

(h) Reliance. The Borrower hereby acknowledges that the I-Bank is making the Loan to the Borrower pursuant to the terms hereof in reliance upon each of the covenants of the Borrower set forth in this Section 3.

#### **SECTION 4. Disbursement of Loan Proceeds; Amounts Payable; Prepayment; and Late Fee.**

(a) The I-Bank shall effectuate the Loan to the Borrower by making one or more disbursements to the Borrower promptly after receipt by the I-Bank of a Loan Disbursement Requisition and the approval of such Loan Disbursement Requisition by an Authorized Officer of the I-Bank or designee thereof, each such disbursement and the date thereof to be recorded by an Authorized Officer of the I-Bank on the table attached as **Exhibit A-2** hereto; *provided, however*, that the approval by the I-Bank of any Loan Disbursement Requisition for disbursement pursuant to the terms hereof shall be subject to the terms, conditions and limitations as set forth in Section 4(b) of this Note. It is expected that the proceeds of the Loan will be disbursed to the Borrower in accordance with **Exhibit C** hereto, as **Exhibit C** shall be supplemented by an Authorized Officer of the I-Bank by means of either a substitute **Exhibit C** or an additional **Exhibit C**, such supplement to be implemented concurrently with the supplement to **Exhibit A-1** hereto (as provided in the definition of "Project" as set forth herein). The latest date upon which the Borrower may submit to the I-Bank a Loan Disbursement Requisition is the business day immediately preceding the date fixed by the I-Bank for the sale of its bonds in connection with the Anticipated Financing Program, or such alternative date as shall be identified by the I-Bank for the Borrower in writing. On the Maturity Date, the Borrower shall repay the Loan to the I-Bank in an amount equal to: (i) the Principal; (ii) the Interest; (iii) the Administrative Fee, if any; and (iv) any other amounts due and owing pursuant to the provisions of this Note. The

Borrower may prepay the Loan obligations hereunder, in whole or in part, upon receipt of the prior written consent of an Authorized Officer of the I-Bank. Each payment made to the I-Bank shall be applied to the payment of, *first*, the Interest then due and payable, *second*, the Principal, *third*, the Administrative Fee, if any, *fourth*, any late charges, and, *finally*, any other amount due pursuant to the provisions of this Note. In the event that the repayment obligation set forth in this Note is received by the I-Bank later than the Maturity Date, a late fee shall be payable to the I-Bank in an amount equal to the greater of twelve percent (12%) per annum or the prime rate as published in the *Wall Street Journal* on the Maturity Date plus one-half of one percent per annum on such late payment from the Maturity Date to the date it is actually paid; *provided, however*, that any late payment charges incurred hereunder shall not exceed the maximum interest rate permitted by law. Notwithstanding the provisions of this Section 4(a) to the contrary, the Borrower hereby acknowledges and agrees that, on the date of issuance of this Note, a disbursement shall be made and shall be recorded by an Authorized Officer of the I-Bank on the table attached as **Exhibit A-2** hereto in the amount recorded thereon. Such disbursement shall be made for the purpose of funding fifty percent (50%) of the NJDEP Loan Origination Fee. Such disbursement shall be paid by the I-Bank on behalf of the Borrower directly to the NJDEP in satisfaction of the provisions hereof.

(b) Notwithstanding the provisions of this Note to the contrary with respect to the funding, pursuant to this Section 4, of any Loan Disbursement Requisition relating to all or any portion of the Project: (i) the Borrower hereby acknowledges and agrees that the I-Bank shall not, and shall not be required to, commit funds, pursuant to the Construction Financing Loan Program of the I-Bank, to any portion of the Project until such time as the particular portion of the Project in question has been certified for funding by the NJDEP; (ii) no Loan Disbursement Requisition shall be approved by the I-Bank for disbursement pursuant to this Section 4 unless and until the portion of the Project to which such Loan Disbursement Requisition relates has been certified for funding by the NJDEP; (iii) no Loan Disbursement Requisition shall be approved by the I-Bank for disbursement pursuant to this Section 4 unless and until the Appropriation Condition has been satisfied to an extent and in an amount that is sufficient to fund, in the aggregate, the particular Loan Disbursement Requisition in question and all prior Loan Disbursement Requisitions; and (iv) the I-Bank has no obligation pursuant to this Note to make all or any portion of any Loan Disbursement Requisition disbursement pursuant to the provisions of this Section 4 if the Borrower lacks the authority to pay interest on this Note in an amount equal to the I-Bank Portion Interest Rate.

**SECTION 5. Unconditional Obligations.** The direct, general obligation of the Borrower to make the Loan repayments and all other payments required hereunder and the obligation to perform and observe the other duties, covenants, obligations and agreements on its part contained herein shall be absolute and unconditional, and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner whatsoever while any Loan repayments, or any other payments due hereunder, remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project or Environmental Infrastructure System, commercial frustration of the purpose, any change in the laws of the United States of America or of the State or any political subdivision of either or in the rules or regulations of any governmental authority, any failure of the I-Bank to perform and observe any agreement or any duty, liability or obligation arising out of this Note, or any rights of set-off, recoupment, abatement or counterclaim that the Borrower might have against the I-Bank or any other party; *provided, however*, that payments hereunder shall not constitute a waiver of any such rights.

**SECTION 6. Events of Default.** The following events shall constitute an "*Event of Default*" hereunder: (i) failure by the Borrower to pay, when due, any and all of its Loan repayment obligations hereunder, and any other payment obligations due hereunder; (ii) failure by the Borrower to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed pursuant to the terms of this Note; (iii) any representation made by the Borrower contained in this Note or in any instrument furnished in compliance with or with reference to this Note is false or misleading in any material respect; and (iv) a petition is filed by or against the Borrower under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Note or thereafter enacted, unless in the case of any such petition filed against the Borrower such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal, or the Borrower shall become insolvent or bankrupt or shall make an assignment for the benefit of its creditors, or a custodian of the Borrower or any of its property shall be appointed by court order or take possession of the Borrower or its property or assets if such order remains in effect or such possession continues for more than thirty (30) days.

**SECTION 7. Remedies upon Event of Default.** Whenever an Event of Default shall have occurred and be continuing pursuant to the terms hereof, the Borrower hereby acknowledges and agrees to the rights of the I-Bank to take any action permitted or required at law or in equity to collect the amounts then due and thereafter to become due hereunder or to enforce the observance and performance of any duty, covenant, obligation or agreement of the Borrower hereunder. If an Event of Default shall have occurred, the Borrower hereby acknowledges and agrees that the I-Bank shall have the right to (i) immediately cease disbursements of the proceeds of the Loan and/or (ii) declare all Loan repayments and all other amounts due hereunder to be due and payable immediately without further notice or demand. The Borrower hereby acknowledges and agrees that no remedy herein is intended to be exclusive, and every remedy shall be cumulative and in addition to every other remedy given under this Note or now or hereafter existing at law or in equity. The Borrower hereby further acknowledges and agrees that no delay or omission by the I-Bank to exercise any remedy or right accruing upon any Event of Default shall impair any such remedy or right or shall be construed to be a waiver thereof, but any such remedy or right may be exercised as often as may be deemed expedient. The Borrower hereby further acknowledges and agrees that, pursuant to the "New Jersey Infrastructure Bank Credit Policy", adopted by the Board of Directors of the I-Bank, and as further amended and supplemented from time to time (the "*Credit Policy*"), during such time as an Event of Default has occurred and is continuing hereunder, the Borrower shall be ineligible for additional financial assistance from the I-Bank, in addition to certain other consequences set forth in the Credit Policy. The Borrower hereby agrees that upon demand it shall pay to the I-Bank the reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of in-house counsel and legal staff) incurred in the collection of Loan repayments or any sum due hereunder or in the enforcement of the observation or performance of any obligations or agreements of the Borrower upon an Event of Default. Any moneys collected by the I-Bank pursuant to this Section 7 shall be applied first to pay any attorneys' fees or other fees and expenses owed by the Borrower.

**SECTION 8. Certain Miscellaneous Provisions.** The Borrower hereby acknowledges and agrees as follows: (a) all notices hereunder shall be deemed given when hand delivered or when mailed by registered or certified mail, postage prepaid, to the Borrower at the following address: Township of Irvington, Municipal Building, 1 Civic Square, Irvington, New Jersey 07111, Attention: Director of Revenue and Finance; and to the I-Bank at the following address: New Jersey Infrastructure Bank, 3131 Princeton Pike, Building 4, Suite 216, Lawrenceville, New Jersey 08648-2201, Attention: Executive Director; (b) this Note shall be binding upon the Borrower and its successors and assigns; (c) in the event any provision of this Note is held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not



Adopted

A. Communications

1. Mayor Vauss – Re-Appointment – Irvington Library Board of Trustees – Andr’e Lockhart
2. Township Clerk – Notice of Expiration of Term of Office of Anna Scott as Commission of the Irvington Housing Authority

11. Pending Business

None

12. Miscellaneous

None

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NON-CONSENT AGENDA ITEMS

8. Ordinances, Bills & Claims

B. Ordinances on 2nd Reading

1. President Lyons: An ordinance authorizing a quit claim deed for 70 Grace Street, Block 219, Lot 16 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 ACCEPTING A QUIT CLAIM DEED FOR 70 Grace Street,  
IRVINGTON, NEW JERSEY, 07111 IN THE TOWNSHIP OF IRVINGTON FROM  
ARPIGIO SOLUTIONS LLC

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

WHEREAS, as a result of serious disrepair and the inability of ARPIGIO SOLUTIONS  
LLC to financially maintain the property located at 70 GRACE STREET, Irvington, New  
Jersey 07111, they would like to transfer ownership of said property to the Township of  
Irvington; and

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



There were no requests to be heard.



Hudley - Inman

Motion to close public hearing

Adopted

Hudley – Inman  
public hearing

Motion to adopt this ordinance on second reading after

Adopted

4. President Lyons: An ordinance authorizing a quit claim deed for 35 - 39 - 22<sup>nd</sup> Street, Block 126, Lot 34 will be heard at this time. For the record this notice is identical to the first notice that was read. The Clerk will read the ordinance by title.

AN ORDINANCE ACCEPTING A QUIT CLAIM DEED FOR 35-39 22<sup>nd</sup> Street, IRVINGTON, NEW JERSEY, 07111 IN THE TOWNSHIP OF IRVINGTON FROM HELEN BUNIEWICZ c/o JOHN BUNIEWCZ

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

WHEREAS, as a result of serious disrepair and the inability of HELEN BUNIEWCZ to financially maintain the property located at 35-39 22<sup>ND</sup> STREET, Irvington, New Jersey 07111, they would like to transfer ownership of said property to the Township of Irvington; and

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

WHEREAS, HELEN BUNIEWICZ c/o JOHN BUNIEWICZ now has deeded this property to the Township; 35-39 22<sup>ND</sup> STREET, IRVINGTON, NEW JERSEY, 07111

NOW, THEREFORE, BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that it accepts the Deed from HELEN BUNIEWICZ c/o JOHN BUNIEWICZ to acquire title to 35-39 22<sup>ND</sup> STREET, Irvington, New Jersey 07111, Block No. 136 and Lot No. 24 on behalf of the Township of Irvington and directs that the said property be placed on the Township's inventory of property owned by the Township.

The public hearing on this ordinance is now open.

There were no requests to be heard.

Inman - Hudley

Motion to close public hearing

Adopted

Inman – Hudley  
public hearing

Motion to adopt this ordinance on second reading after

Adopted

5. President Lyons: An ordinance amending and supplementing Section 7-151D of Revised Code to provide that compensation for off duty law enforcement officers be established through collective bargaining will be heard at this time. For the record this notice is identical to the first notice that was read. The Clerk will read the ordinance by title.

AN ORDINANCE AMENDING AND SUPPLEMENT ORDINANCE NUMBER MC 3658 REGARDING RATES OF COMPENSATION FOR OFF DUTY LAW ENFORCEMENT OFFICERS.

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

SECTION 1. Section 7-151D of the Revised Code is hereby amended and supplemented to provide as follows:

Rate of compensation.

Rates of compensation for contracting the services of off-duty law enforcement officers of the Township of Irvington Public Safety Department shall be established as set forth by negotiated contractual obligations.

SECTION 2. All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3. This ordinance shall take effect upon final passage and publication according to law.

The public hearing on this ordinance is now open.

There were no requests to be heard.

Hudley – Jones

Motion to close public hearing

Adopted

Hudley – Jones  
public hearing

Motion to adopt this ordinance on second reading after

Adopted

C. Bills & Claims

Jones – Burgess 1. Bill Lists

RESOLVED THAT THE BILLS AND CLAIMS AGAINST THE TOWNSHIP OF IRVINGTON FOR A PERIOD FEBRUARY 11, 2019 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	\$775,744.46
TOTAL	\$775,744.46

Adopted  
No: Inman

Jones – Burgess 2. Payrolls

January 4, 2019 through January 18, 2019

REGULAR	OVERTIME	TOTAL
\$3,739,866.15	\$308,033.14	\$4,047,899.29

Adopted  
No: Inman

9. Resolutions & Motions

A. Resolutions

Jones – Lyons 28. Authorize Contract for Defense Counsel Representing in the Matter of Muhammed Ojibara v. Township of Irvington, et al, – Lamb Kretzer, LLC - \$150.00 Per Hour Not To Exceed \$5,000.00

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

WHEREAS, resolution number TA 18-1010-33 qualified thirteen firms to provide litigation/defense counsel services for the Township of Irvington from November 01, 2018 until October 31, 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 determined that Lamb Kretzer, LLC has the most experience to defend the Township of Irvington in the matter of Muhammed Ojibara v. Township of Irvington, et al, Docket No: ESX-L06180-18; and

WHEREAS, the Township Attorney has recommended that a contract be awarded to Lamb Kretzer, LLC, 110B Meadowlands Parkway, Suite 201, Secaucus, New Jersey, 07094; and

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that a contract for Litigation/Defense counsel services be awarded to Lamb Kretzer, LLC, 110B Meadowlands Parkway, Suite 201, Secaucus, New Jersey, 07094 for a contract amount not to exceed \$5,000.00. The billing rate for this contract is \$150.00 per hour; and

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

BE IT FURTHER RESOLVED, that funds for this service will be paid from the Insurance fund for a contract amount not to exceed \$5,000.00. The billing rate for this contract is \$150.00 per hour.

Adopted

Abstain: Frederic, Inman

Jones – Lyons 29. Authorize Professional Services Contract for Legal Services in the Matter of Clarkson Biayeibo v. Township of Irvington, et al. - Roth D'Aquanni, LLC – Not To Exceed \$7,500.00

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

WHEREAS, resolution number TA 18-1010-33 qualified thirteen firms to provide litigation/defense counsel services for the Township of Irvington from November 01, 2018 until October 31, 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 determined that Law Office of Michael A. D'Aquanni, LLC has the most experience to defend the Township of Irvington in the matter of Clarkson Biayeibo v. Township of Irvington, et al, Docket No: ESX-L-8852-18; and

WHEREAS, the Township Attorney has recommended that a contract be awarded to Law Office of Michael A. D'Aquanni, LLC, 1481 Oak Tree Rd, Iselin, New Jersey, 08830; and

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that a contract for Litigation/Defense counsel services be awarded to Law Office of Michael A. D'Aquanni, LLC, 1481 Oak Tree Rd, Iselin, New Jersey, 08830 for a contract amount not to exceed \$7,500.00. The billing rate for this contract is \$150.00 per hour; and

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

BE IT FURTHER RESOLVED, that funds for this service will paid from the Insurance fund for a contract amount not to exceed \$7,500.00. The billing rate for this contract is \$150.00 per hour.

Adopted  
Abstain: Frederic, Inman

Cox – Jones 30. Authorize Contract for Defense Counsel in the Matter of Mark Spivey v. Irvington, et al. - Lamb Kretzer, LLC - \$150.00 Per Hour Not To Exceed \$7,500.00

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

WHEREAS, resolution number TA 18-1010-33 qualified thirteen firms to provide litigation/defense counsel services for the Township of Irvington from November 01, 2018 until October 31, 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 determined that Lamb Kretzer, LLC has the most experience to defend the Township of Irvington in the matter Mark Spivey v. Irvington, et al, Docket No: ESX-L-8867-18; and

WHEREAS, the Township Attorney has recommended that a contract be awarded to Lamb Kretzer, LLC, 110B Meadowlands Parkway, Suite 201, Secaucus, New Jersey, 07094; and

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that a contract for Litigation/Defense counsel services be awarded to Lamb Kretzer, LLC, 110B Meadowlands Parkway, Suite 201, Secaucus, New Jersey, 07094, for a contract amount not to exceed \$7,500.00. The billing rate for this contract is \$150.00 per hour; and

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

BE IT FURTHER RESOLVED, that funds for this service will paid from the Insurance fund for a contract amount not to exceed \$7,500.00. The billing rate for this contract is \$150.00 per hour.

Adopted  
Abstain: Frederic, Inman

Cox – Jones 31. Authorize Contract for Defense Counsel in the Matter of Public Service Electric and Gas Company v. Township of Irvington – Allan C. Roth, Esq. - \$150.00 Per Hour Not To Exceed \$3,500.00

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

WHEREAS, resolution number TA 18-1010-33 qualified thirteen firms to provide litigation/defense counsel services for the Township of Irvington from November 01, 2018 until October 31, 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 determined that Law Offices of Allan C. Roth has the most experience to defend the Township of Irvington in the matter Public Service Electric and Gas Company v. Township of Irvington, Docket No: ESX-L-6222-17; and

WHEREAS, the Township Attorney has recommended that a contract be awarded to Law Offices of Allan C. Roth, 130 Morris Avenue, Suite 303, Springfield, NJ, 07081; and

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that a contract for Litigation/Defense counsel services be awarded to Law Offices of Allan C. Roth, 130 Morris Avenue, Suite 303, Springfield, NJ, 07081 for a contract amount not to exceed \$3,500.00. The billing rate for this contract is \$150.00 per hour; and

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

BE IT FURTHER RESOLVED, that funds for this service will paid from the Insurance fund for a contract amount not to exceed \$3,500.00. The billing rate for this contract is \$150.00 per hour.

Adopted

Abstain: Frederic, Inman

Cox – Lyons 32. Authorize Contract for Defense Counsel in the Matter of Hilda Jaramillo v. Randolph Walker, et al. v. Township of Irvington – Allan C. Roth, Esq. - \$150.00 Per Hour Not To Exceed \$5,000.00

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

WHEREAS, resolution number TA 18-1010-33 qualified thirteen firms to provide litigation/defense counsel services for the Township of Irvington from November 01, 2018 until October 31, 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 determined that Law Offices of Allan C. Roth has the most experience to defend the Township of Irvington in the matter Hilda Jaramillo v. Randolph Walker, et al, Docket No: ESX-L-8016-18; and

WHEREAS, the Township Attorney has recommended that a contract be awarded to Law Offices of Allan C. Roth, 150 Morris Avenue, Suite 303, Springfield, NJ, 07081; and

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that a contract for Litigation/Defense counsel services be awarded to Law Offices of Allan C. Roth, 150 Morris Avenue, Suite 303, Springfield, NJ, 07081 for a contract amount not to exceed \$5,000.00. The billing rate for this contract is \$150.00 per hour; and

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

BE IT FURTHER RESOLVED, that funds for this service will paid from the Insurance fund for a contract amount not to exceed \$5,000.00. The billing rate for this contract is \$150.00 per hour.

Adopted  
Abstain: Frederic, Inman

Burgess – Cox 33. Authorize Approval of Final Disposition in the Matter of T-Mobile v. Township of Irvington et als.

RESOLUTION APPROVING THE FINAL DISPOSITION OF T-Mobile v. Township of Irvington, et al.

WHEREAS, the matter of T-Mobile v. Township of Irvington, et als., was filed in the United States District Court of New Jersey, Civil Action No. 18-cv-04011; and

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that it hereby agrees to settlement of the above matter, with no financial obligation to the Township, as detailed in the attached Stipulation of

Settlement and Order; and

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

BE IT FURTHER RESOLVED that execution of the attached Stipulation of Settlement and Order is hereby approved.

Adopted  
Abstain: Frederic, Inman

Cox – Burgess 34. Authorize Transfers of Funds in Calendar Year 2018 Municipal Budget

**TOWNSHIP OF IRVINGTON**  
**APPROPRIATIONS TRANSFER RESOLUTION** #2  
**CY - 2018**

Where As, NJSA 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:

<u>Accounts</u>	<u>To</u>	<u>From</u>
<u>Within "CAP"</u>		
Police O & E	71,500.00	-
Fire O & E	71,200.00	-
Business Admin O & E	37,500.00	-
Finance O & E	40,000.00	-
Tax Collector O & E	34,000.00	-
Tax Assesor O & E	1,500.00	-
Legal Depart. O & E	30,000.00	-
Courts O & E	15,000.00	-
Engineering O & E	40,000.00	-
Housing O & E	6,000.00	-
Business Administrator S&W		



	-	643.92
Purchasing S & W	-	881.28
Clerk S & W	-	2,208.31
Finance S & W	-	1,869.17
Tax Collector S & W	-	9,593.22
Tax Assessor S & W		6,210.07
Leg Research S & W	-	1,432.70
Legal Depart. S & W		72,137.67
Engineering S & W		27,214.13
Com & Planning S & W		12,473.53
Construction Code S & W		38,206.18
Housing S & W		13,073.01
Police S & W		8,737.25
Fire S & W		143,713.45
Shade Tree S & W	-	8,306.11
<b>SUB-TOTAL INSIDE CAPS</b>	<b>346,700.00</b>	<b>346,700.00</b>
<b><u>OUTSIDE CAPS:</u></b>		
	-	-
		-
<b>SUB-TOTAL OUTSIDE CAPS</b>	<b>-</b>	<b>-</b>
<b>GRANT TOTAL</b>	<b><u>346,700.00</u></b>	<b><u>346,700.00</u></b>

Adopted

35. President Lyons: The Springfield Avenue Special Improvement District 2018-2019 Budget was introduced on January 14, 2019, published in the Irvington Herald on January 31, 2019, and public hearing set for this date, time and place. The Clerk will read the notice of hearing.

The Clerk read the notice of hearing.

**MINUTES – REGULAR COUNCIL MEETING – FEBRUARY 11, 2019 – PAGE 50**

The Clerk will read the Springfield Avenue Special Improvement District 2018-2019 Budget by Title

BE IT RESOLVED that the following total revenues and appropriations shall constitute the 2018-2019 Springfield Avenue Center Business Improvement District Budget:

Total General Revenues	\$441,606.00
Total General Appropriations	\$441,606.00

<b>2018-19 SACBID BUDGET</b>		
	<b>FY 2018-19</b>	
<b><u>REVENUES</u></b>	<b><u>Budget</u></b>	<b><u>Narrative</u></b>
Cash on Hand	142,878	beginning of 2018
BID Tax: 2018-19 @ 4%	295,728	same as 2017-18
Misc: Magazine, CCEF, Interest	<u>3,000</u>	magazine ads, CCEF funds from Investors Foundation, annual event
<b>TOTALS</b>	<b>441,606</b>	
<b><u>EXPENSES</u></b>	<b><u>Budget</u></b>	
<b>CAPITAL IMPROVEMENTS:</b>		
Holiday Decorations	24,000	same as 2017; decorations throughout ISABID
Beautification/Spruce Up	2,000	PSEG electricity for Town clock & its clean-up
Sidewalk Cleaning	86,000	daily service in entire ISABID area
Private Security Cameras	2,000	matching grant program
Property Improvement Grant Program	<u>55,000</u>	continue w/3 pilot projects funded by ISABID with 15% application fee
	169,000	
<b>MARKETING:</b>		
Irvington Indeed! Magazine	42,000	two issues (Spring, Holiday) mailed to all Irvington residences
Media Advertisements	1,000	website, Sidewalk Sale ads
Promotions	5,000	five summer sidewalk sales
Santa Photos	<u>2,000</u>	annual Holiday event: photos, prizes, candy, entertainers
<b>SUBTOTAL</b>	<b>50,000</b>	
<b><u>OPERATIONS</u></b>		
Administration	60,000	FirsTEAManagement on-site and off-site staff and equipped office
Organizational Expenses	9,000	insurances, audit/tax return, office supplies, etc.
Staff/Board Training	<u>1,000</u>	meeting refreshments & miscellaneous seminars
<b>SUBTOTAL</b>	<b>70,000</b>	
<b>Reserve</b>	<u>152,606</u>	Irvington Police walkie-talkie project; community donations
<b>Total Expenditures</b>	<b>441,606</b>	

Adopted

The public hearing on the Springfield Avenue Special Improvement District 2018-2019 Budget is now open.

There were no requests to be heard.

Frederic – Burgess                      Motion to close public hearing

Adopted

Frederic – Burgess                      Motion to Adopt Springfield Avenue Special Improvement  
District 2018-2019 Budget

Adopted

12. Miscellaneous

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

Elouise McDaniel, 214 Nesbit Terrace

Beverly Williams, 34 Hoffman Place

Council Members Burgess, Cox, Frederic, Hudley, Jones 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 8:12 P.M.

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David Lyons, Council President

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Harold E. Wiener, Municipal Clerk