

REGULAR COUNCIL MEETING
MARCH 11, 2019

Council Chamber, Municipal Building
Irvington, N.J. – Monday Evening
March 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, Sandra R. Jones, David Lyons

Absent: Paul Inman, (excused)

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

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

There were no requests to be heard.

5. Hearing of Council Members

There were no requests to be heard.

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

A. Reports

1. Minutes – Directors’ Meeting – February 25, 2019
2. Joint Meeting – 2018 Annual Report of Sewerage Contribution
3. MONOC Ambulance Service - 2018 Annual Report

7. Reports of Committees

- A. Requests for Proposal Results – Pest Control Services – for 2019 – February 20, 2019

8. Ordinances, Bills & Claims

C. Bills & Claims

Jones –Burgess 1. Bill Lists

RESOLVED THAT THE BILLS AND CLAIMS AGAINST THE TOWNSHIP OF IRVINGTON FOR A PERIOD MARCH 11, 2019 AS ENUMERATED ON THIS LIST FOR MATERIALS,

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SUPPLIES AND SERVICES FURNISHED, DELIVERED AND/OR PERFORMED HAVE BEEN CERTIFIED BY THE DEPARTMENTS AS CORRECT, EACH CLAIM AND PURCHASE ORDER HAVE BEEN VERIFIED AND REVIEWED FOR THE AVAILABILITY OF FUNDS, ACCURACY OF ACCOUNT CODING AND COMPLETENESS BY THE ADMINISTRATION, THEREFORE:

BE IT RESOLVED, BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON THAT THE FOLLOWING BE PAID BY THE CHIEF FINANCIAL OFFICER:

BILL LIST	\$1,425,429.45
TOTAL	\$1,425,429.45

Adopted
Absent: Inman

Jones – Cox 2. Payrolls

December 22, 2018 through January 4, 2019

REGULAR	OVERTIME	OTHER	TOTAL
\$1,696,767.16	\$128,417.74	\$109,466.28	\$1,934,465.18

January 4, 2019 #2

REGULAR	OVERTIME	OTHER	TOTAL
\$(-94,389.96)	\$1,789.11	\$190,084.50	\$97,483.65

January 8, 2019

REGULAR	OVERTIME	OTHER	TOTAL
\$6,962.35	\$915.19	\$6,102.74	\$13,980.28

January 11, 2019

REGULAR	OVERTIME	OTHER	TOTAL
\$9,514.68	\$ -0-	\$ -0-	\$9,514.68

January 5, 2019 through January 18, 2019

REGULAR	OVERTIME	OTHER	TOTAL
\$1,617,686.15	\$116,567.46	\$308,092.07	\$2,042,345.68

January 18, 2019 #2

REGULAR	OVERTIME	OTHER	TOTAL
\$2,525.43	\$300.28	\$(-104,487.62)	\$(-101,661.91)

February 1, 2019

REGULAR	OVERTIME	OTHER	TOTAL
\$1,617,499.44	\$134,957.00	\$219,102.40	\$1,971,558.84

February 15, 2019

REGULAR	OVERTIME	OTHER	TOTAL
\$1,185,877.68	\$115,278.36	\$72,567.92	\$1,373,723.96

March 1, 2019

REGULAR	OVERTIME	OTHER	TOTAL
\$11,597,716.15	\$145,660.75	\$596,252.70	\$2,339,629.60

Adopted
Absent: Inman

9. Resolutions & Motions

A. Resolutions

Jones – Lyons 1. Resolution of Sorrow - Anna Ruth McClary Cook

RESOLUTION OF SORROW ANNA RUTH MCCLARY COOK

WHEREAS, the Municipal Council of the Township of Irvington wishes to express their deepest sorrow on the passing of Anna Ruth McClary Cook; and

WHEREAS, Anna Ruth McClary Cook was born in Kingstree, South Carolina to the late Peter James and Willie Mae McClary on August 8, 1927. She was one of seven children. Four preceded her in death; and

WHEREAS, Anna came to Newark, NJ as a baby. She was baptized at St. James A.M.E. Church and later joined Israel Memorial A.M.E. Church. She was a member of the Usher Board and the Usher Union. Anna attended the Newark Public Schools; and

WHEREAS, Anna was united in marriage to the late George Lee Cook, Sr. Of this marriage five children were born. Son, Richard and stepson, Donald Jackson preceded her in death.

WHEREAS, Anna leaves to cherish her memory four children: George Lee, Jr., Gary James, both of Irvington, NJ, Sandra Cook-Garrett (Leon) of Linden, NJ and Michele Cook-Wilson (Vernard) of Raleigh, North Carolina. Two sisters: Willie Mae Baker (Sally) of Irvington, NJ and Jean Howard of Lake Wales, Florida. Two step daughters: Claudette Mathis of Union, NJ and Evalina Hinton (Lonnie) of Clayton, NC. (10) Grandchildren, (30) Great Grandchildren, (7) Great-Great Grandchildren and a host of relatives and friends:

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that we hereby mourn the loss of Anna Ruth McClary Cook and joins with her family and many friends during this period of bereavement; and

BE IT FURTHER RESOLVED that a copy of this resolution be spread upon the minutes of this governing body as a lasting tribute to Anna Ruth McClary Cook.

Adopted
Absent: Inman

Jones – Hudley 2. Authorize Handicapped Parking Spaces In Front Of 71 Chestnut Avenue, 473 Stuyvesant Avenue, 58 Campfield Street, 72-74 Park Place and 87 Ellery Avenue

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

WHEREAS, requests have been made for restricted parking spaces in front of 71 Chestnut Avenue, 473 Stuyvesant Avenue, 58 Campfield Street, 72-74 Park Place and 87 Ellery Avenue:

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that a parking space restricted for use by any person who has been issued a special vehicle identification card pursuant to the provisions of N.J.S.A. 39:4-205, when using a motor vehicle on which is displayed a certificate, for which a special vehicle identification card has been issued pursuant to N.J.S.A. 36:4-206, be established in front of 71 Chestnut Avenue, 473 Stuyvesant Avenue, 58 Campfield Street, 72-74 Park Place and 87 Ellery Avenue; and

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

Adopted
Absent: Inman

Jones – Cox 3. Authorize Sale of Abandoned and Unclaimed Motor Vehicles at Public Auction

AUTHORIZE THE PUBLIC AUCTION OF UNCLAIMED AND ABANDONED MOTOR VEHICLES

WHEREAS, the Irvington Police Department has taken possession of motor vehicles found abandoned and unclaimed; and

WHEREAS, pursuant to N.J.S.A. 39: 10A-1 provides for the public sale in a public place of such vehicles provided certain notice requirements are met; and

WHEREAS, the Police Department has complied with the provisions of N.J.S.A. 39:10A-1 as such relates to the disposition of such vehicles as identified on the attached list; and

WHEREAS, a request has been made by the department to sell he listed vehicles in accordance with the State statute cited herein.

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

1. The Purchasing Agent is hereby authorized to sell unclaimed motor vehicles as described in the attached list in a manner consistent with the requirements of N.J.S.A. 39:10A-1 and pursuant to the satisfaction of any properly documented credited storage and towing lien.
2. The Purchasing Agent is hereby authorized to execute Motor Vehicle Title Certificates pursuant to the attached list on behalf of the Township of said vehicles.
3. Any and all vehicles purchased at said auction shall be removed from the Tower's lot within thirty (30) days of sale.

Adopted

Cox – Lyons 4. Ratify Police Superior Officers' Labor Contract - January 1, 2018 Through December 31, 2021

WHEREAS, the Township of Irvington and the Irvington Superior Officers' Association (SOA) has engaged in labor negotiations for the purpose of establishing salaries and other conditions of employment for members of said association of the Township of Irvington; and

WHEREAS, the Township of Irvington and the SOA have mutually agreed to the salaries and other conditions of employment for the period beginning January 1, 2018 and ending December 31, 2021;

NOW, THEREFORE BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that they hereby ratify and approve the terms and conditions of the Memorandum of Agreement attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED that the Mayor and the Township Clerk are authorized and empowered to execute the said Memorandum of Agreement.

Adopted
Absent: Inman

Jones – Frederic 5. Authorize Purchase of Public Works Employee Uniforms Over the Pay to Play Threshold of \$17,500.00 and Under the \$40,000.00 Bid Threshold

AUTHORIZING PURCHASES OVER THE PAY TO PLAY THRESHOLD OF \$17,500.00 BUT UNDER THE BID THRESHOLD OF \$40,000.00 FOR THE PURCHASE OF UNIFORMS

WHEREAS, the Township wishes to purchase uniforms for various departments and the total purchase will exceed the pay to play threshold; and

WHEREAS, the Township has obtained three quotes from Asia Trading Int LLC, DBA Unipro International, Atlantic Uniform Company and Fit Rite Uniform Company herein attached; and

WHEREAS, Asia Trading Int LLC, DBA Unipro International has provided the lowest quote for this service; and

WHEREAS, in compliance with 19:44a-20.13 et., seq., Asia Trading Int LLC, DBA Unipro International will exceed the Pay-to-Play threshold of \$17,500.00 for calendar year 2019; and,

WHEREAS, Asia Trading Int LLC, DBA Unipro International has completed and submitted the Township C-271, elect reports and political disclosure forms. These forms are on file in the Division of Purchasing Office and the Municipal Clerk; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the Township of Irvington hereby authorizes the Qualified Purchasing Agent to purchase uniforms for various department from Asia Trading Int LLC, DBA Unipro International in excess of pay to play threshold \$17,500.00 but under the bid threshold of \$40,000.00; and

BE IT FURTHER RESOLVED that the duration of this authorization shall be until December 31, 2019

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

Adopted
Absent: Inman

Jones – Hudley 6. Authorize Emergency Contract for Repair of Sewer Collapse at Sharon Avenue Based Upon Quotation - Your Way Construction, Inc. - Not To Exceed \$34,428.00

RESOLUTION TO AWARD AN EMERGENCY SEWER REPAIR CONTRACT FOR A SEWER FAILURE ON SHARON AVENUE

WHEREAS, a portion of the sanitary sewer located on Sharon Ave collapsed on September 25, 2018, and:

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

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

WHEREAS, the Department of Public Works has obtained a quote from Your Way Construction for the require repairs, and

WHEREAS, Your Way Construction has provided a quote for the repairs for the total sum of \$34,428.00, and

WHEREAS, the Mayor has concurred with the amount and recommends that an emergency contract be awarded to Your Way Construction of 404 Coit Street, Irvington, NJ 07111 for a total amount of \$34,428.00, and

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that it ratifies the decision of the Director of Public Works and the Mayor to authorize an emergency contract in the amount of \$34,428.00 to Your Way Construction of 404 Coit Street, Irvington, NJ 07111 to repair the sanitary sewer located on Sharon Avenue.

BE IT FURTHER RESOLVED, that the required certification of availability of funds C8-00380 in the amount of \$40,000.00 from account number 8-01-32-165-165-299 has been obtained from the Chief Financial Officer.

Adopted
Absent: Inman

Hudley – Frederic 7. Authorize Extension of Contract for Ambulance and Dispatch Services for Twenty-Two Days – MONOC – Not To Exceed \$20,000.00

RESOLUTION EXTENDING AMBULANCE AND DISPATCH SERVICE WITH MONOC FOR TWENTY-TWO DAYS

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WHEREAS, resolution number DF 14-1223-11 authorized a contract for ambulance and dispatch service which expires on December 15, 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; and

WHEREAS, resolution number DF 17-1212-10 authorized a contract for ambulance and dispatch service which expires on December 31, 2018; and

WHEREAS, resolution number DF 19-0114-1 authorized a contract for ambulance and dispatch service which expires on January 31, 2019; and

WHEREAS, resolution number DF 19-0114-2 authorized a contract for ambulance and dispatch service which expires on February 28, 2019; and

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 extended their service contract for twenty-two days; and

WHEREAS it would be in the Township's best interest to extend the existing agreement for twenty-two days; and

NOW THEREFORE BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that the following contract be extended for twenty-two days, starting on March 01, 2019 and ending on March 22, 2019 to Monoc, 4806 Megill Road, Neptune, NJ 07753 for an amount not to exceed \$20,000.00 plus additional fees for prisoner transport; and

BE IT FURTHER RESOLVED that the Township Attorney is hereby authorized and directed to prepare the necessary contract extension documents for twenty two days and the Mayor and the Township Clerk is hereby authorized to execute said contract with the above listed company.

Adopted
Absent: Inman

Cox - Frederic 8. Authorize Amendment to Start Date on Contract for Ambulance and Dispatch Services From March 1, 2019 to March 23, 2019 – Americare Ambulance

RESOLUTION TO AMEND CONTRACT START DATE FOR AMBULANCE AND DISPATCH SERVICE - FIRST RESPONSE DBA AMERICARE AMBULANCE

WHEREAS, resolution number DF 19-0211-3 authorized a contract for ambulance and dispatch service with First Response DBA Americare Ambulance; and

WHEREAS, at our pre-contract meeting on February 20, 2019, the vendor advised the Township that they are unable to start their contract on March 01, 2019 as per the adopted resolution; and

WHEREAS, the vendor has requested an additional twenty-two days for their company to be fully mobilized to start their contract; and

WHEREAS it would be in the Township's best interest to amend the start date of this contract to March 23, 2019; and

NOW THEREFORE BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that the following contract be amended to start on March 23, 2019 until March 22, 2020; and

BE IT FURTHER RESOLVED that the Township Attorney is hereby authorized and directed to amend the necessary contract documents for twenty two days and the Mayor and the Township Clerk is hereby authorized to execute said contract with the above listed company.

Adopted
Absent: Inman

Lyons – Burgess 9. Authorize Purchases Over the Pay to Play Threshold of \$17,500.00 and Under the Bid Threshold of \$40,000.00 - A. Lembo Car and Truck Collision, Inc.

AUTHORIZING PURCHASE OVER THE PAY TO PLAY THRESHOLD OF \$17,500.00 FOR MECHANIC REPAIR FOR THE DEPARTMENT OF PUBLIC WORKS

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

WHEREAS, Department of Public Works is in need of mechanic service; and

WHEREAS, the DPW has obtained two quotes from A.Lembo Car, Truck Collusion, Inc and Ogorman Motors; and

WHEREAS A.Lembo Car & Truck Collision Inc., has provided the lowest quote for this service; and

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

WHEREAS, A.Lembo Car & Truck Collision Inc. has completed the Township C-271, elect reports and political disclosure forms. These forms are on file in the Division of Purchasing Office and the Municipal Clerk; and

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

NOW, THEREFORE, BE IT RESOLVED that the Municipal Council of the Township of Irvington hereby authorizes the Qualified Purchasing Agent to pay the above vendor in excess of pay to play threshold \$17,500.00 but under the bid threshold of \$40,000.00; and

BE IT FURTHER RESOLVED that the required certification of availability of funds C9-00212 in the amount of \$21,934.16.00 from account number 8-01-21-165-165-299 has been obtained from the Chief Financial Officer.

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

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

Adopted

Absent: Inman

Jones – Cox 10. Provide for \$2,250.00 Quarterly Payments to the Irvington Counseling Center to Provide A Variety Of Mental Health Services To Irvington Residents

RESOLUTION APPROVING ANNUAL PAYMENT TO THE IRVINGTON COUNSELING CENTER

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

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

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

NOW THEREFORE BE, IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON, that the Township of Irvington will remit quarterly payments in the amounts of \$2,250.00 to the Irvington Counseling Center, a New Jersey Non-Profit Corporation located at 21-29 Wagner place, Irvington, NJ 07111 for counseling services for calendar year 2019.

BE IT FURTHER RESLOVED, that the required certification of availability of funds C9-00211 in the amount of \$1671.64 from account number 9-01-27-330-111-299 has

been obtained from the Chief Financial Officer and the remaining balance of \$6750.00 will be certified upon the adoption of the 2019 Municipal budget.

Adopted
Absent: Inman

Burgess – Cox 11. Designate Redevelopment Capital Partners, LLC as Redeveloper of Certain Properties Within the EastWard/East Springfield Avenue Redevelopment Area

**RESOLUTION AUTHORIZING THE DESIGNATION
REDEVELOPMENT CAPITAL PARTNERS, LLC AS
REDEVELOPER OF CERTAIN PARCELS WHICH ARE WITHIN
THE EAST WARD/ EAST SPRINGFIELD AVENUE
REDEVELOPMENT PLAN.**

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

WHEREAS, the Township Municipal Council by Ordinance No. MC 3258 adopted on March 9, 2004 designated certain parcels located within and contiguous to the East Ward as in need of Redevelopment pursuant to N.J.S.A. 40A:12A-4(a)(3) *The Redevelopment Plan for the East Ward/East Springfield Avenue Redevelopment Area* (the “Redevelopment Plan”)

WHEREAS, the Municipal Council, by Resolution No. UEZ 03-1015-20 dated October 15, 2003, referred the Redevelopment Plan to the Planning Board for its review and recommendation pursuant to N.J.S.A. 40A:12A-7; and

WHEREAS, the Planning Board, by memorandum dated January 26, 2004 recommended that the Municipal Council adopt the Redevelopment Plan for the Area; and

WHEREAS, the Municipal Council hereby finds that it is appropriate for the Plan to be adopted for the Area, being, among other things, substantially consistent with the Master Plan for the Township of Irvington.

WHEREAS, Redevelopment Capital Partners, LLC whose address is 494 Broad Street, Suite 206, Newark, NJ 07102 and is proposing to redevelop said parcel which is located within the East Ward/East Springfield Avenue Redevelopment Area (the Redevelopment Plan)

WHEREAS, ATG I Holding, LLC is proposing to redevelop lots the attached list of properties within the Township-Wide Area in Need of Redevelopment-Redevelopment Plan and the East Ward/East Springfield Avenue Redevelopment Plan.

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

Section 1. The above recitals are incorporated herein by reference.

Section 2. Redevelopment Capital Partners, LLC is hereby designated as redeveloper of the attached list of properties pursuant to section 8 of the Act for a period not to exceed two (2) years from the date of adoption of this Resolution within which time Redevelopment Capital Partners, LLC, shall be required to secure Planning Board approval within a year after receiving title to foreclosed properties and a certificate of completion for site within two years consistent with the Plans stated in the Resolution.

Section 3. This resolution shall take effect immediately.

Adopted

Absent: Inman

Hudley – Jones 12. Authorize Contingent Agreement for the Purchase and Sale of Real Estate With Redevelopment Capital Partners, LLC – Phases I, II, IV-IX

**RESOLUTION FOR CONTINGENT AGREEMENT FOR PURCHASE AND
SALE OF REAL ESTATE
(Redevelopment Capital Partners – Phases I, II, IV-IX)**

WHEREAS, Township of Irvington owns, will own or has tax liens against certain real property situated in the Township of Irvington, as listed on Exhibit A attached hereto and made a part hereof (collectively, the “**Properties**”); and

WHEREAS, Redevelopment Capital Partners, LLC is a real estate developer which has the capacity to purchase and develop real estate in areas of the Township that are in need of redevelopment (collectively, the “**Purchasers**”); and

WHEREAS, to the extent The Township of Irvington has not acquired fee simple title to the Properties, The Township is in the process of undertaking municipal foreclosures for such Properties; and

WHEREAS, the Properties are situated within areas designated as areas in need of redevelopment or areas in need of rehabilitation and are subject to the requirements of the *East Ward/East Springfield Avenue Redevelopment Plan* and/or the *Township-Wide Area in Need of Redevelopment – Redevelopment Plan*, all in accordance with the requirements of the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “**Act**”); and

WHEREAS, pursuant to the provisions of the Act, The Township agrees to sell, convey and transfer all of its right, title and interest in and to the Properties to Purchaser, on the terms and conditions set forth in the Agreement for Purchase and Sale of Real Estate; and

WHEREAS, Purchaser agrees to purchase all of the Township’s right, title and interest in and to the Properties from Seller, on the terms and conditions set forth herein.

NOW THEREFORE BE IT RESOLVED, by the Township Council that the Township of Irvington enter into a Redevelopment Agreement with Redevelopment Capital Partners, LLC for the sale the following parcels of real estate to Redevelopment Capital Partners, LLC.

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

(Redevelopment Capital Partners – Phases I, II, IV-IX)

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE (this “Agreement”) made as of _____, 2019 (the “**Effective Date**”) by and between the **TOWNSHIP OF IRVINGTON**, with offices located at 1 Civic Square, Irvington, New Jersey 07111 (“**Seller**”) and **REDEVELOPMENT CAPITAL PARTNERS, LLC**, with an address of 494 Broad Street, Suite 206, Newark, New Jersey 07102 (“**Purchaser**”).

W I T N E S S E T H :

WHEREAS, Seller owns, will own or has municipal tax liens against certain real property situated in the Township of Irvington, as listed on Exhibit A attached hereto and made a part hereof (collectively, the “**Properties**”); and

WHEREAS, to the extent Seller has not acquired fee simple title to the Properties, Seller is in the process of undertaking municipal foreclosures for such Properties; and

WHEREAS, the Properties are situated within areas designated as areas in need of redevelopment or areas in need of rehabilitation and are subject to the requirements of the *East Ward/East Springfield Avenue Redevelopment Plan* and/or the *Township-Wide Area in Need of Redevelopment - Redevelopment Plan*, all in accordance with the requirements of the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “**Act**”); and

WHEREAS, pursuant to the provisions of the Act, Seller agrees to sell, convey and transfer all of its right, title and interest in and to the Properties to Purchaser, on the terms and conditions set forth herein; and

WHEREAS, Purchaser agrees to purchase all of Seller’s right, title and interest in and to the Properties from Seller, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

SALE OF THE PROPERTY

1.1 Properties to be Sold and Conveyed. Subject to the terms, conditions and covenants of this Agreement, Seller agrees to sell, transfer and convey the Properties and

Purchaser (or its assignee) agrees to purchase and accept the same including free of all claims and rights of others.

1.2 Properties. As used in this Agreement, the term “Properties” means the land, together with the buildings and other improvements thereon, identified on Exhibit A, attached hereto and made a part hereof. The sale and purchase of the Properties as contemplated by this Agreement includes all right, title and interest of Seller (if any) in and to (a) any and all privileges, tenements, hereditaments, rights of way, easements and appurtenances of the Properties; (b) any and all streets, ways, strips or gores of land adjoining the Properties; (c) any and all fixtures attached to the Properties and machinery and equipment used in the operation of the building comprising the Properties, (d) any and all governmental approvals and permits relating to the Properties.

1.3 Contingency. The parties hereto agree that the sale of the Properties to Purchaser shall be made pursuant to and contingent upon (i) the successful acquisition by the Township of the Properties through foreclosure and (ii) the negotiation and execution of redevelopment agreement or agreements between the parties (each a “**Redevelopment Agreement**”). Such Redevelopment Agreement may cover all or only portions of the Properties and shall provide for the purchase price and other terms mutually agreed upon by the parties. If no such Redevelopment Agreement is fully executed and delivered with respect to all or a portion of the Properties or any of the Properties are not acquired through foreclosure, this Agreement shall be null and void with respect to those Properties not acquired or covered by a Redevelopment Agreement.

ARTICLE 2

DUE DILIGENCE

2.1 General Due Diligence and Period. Purchaser shall be granted a due diligence period prior to the closing of the Properties on such terms and conditions as the Redevelopment Agreement shall allow.

ARTICLE 3

CLOSING

3.1 Closing Date. The terms and conditions for the closing on the Properties, including the date and documents to be provided by each party, shall be on such terms and conditions as the Redevelopment Agreement shall provide.

ARTICLE 4

MISCELLANEOUS

4.1 Entire Agreement. This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof, and no prior or other writing

or oral agreement or undertaking pertaining to any such matter shall be effective for any purpose. This Agreement may not be changed or modified, nor any provision hereof waived, except in writing by the party to be charged thereby.

4.2 Broker. The parties represent and warrant that neither has engaged the services of any broker or consultant in this transaction. The parties, and their respective assigns, agree to hold each other harmless and to indemnify each other against any claims of or liabilities based on any claim of any broker.

4.3 Notices. All notices, requests, consents and other communications hereunder shall be in writing and shall be personally delivered or mailed by first class registered or certified mail, return receipt requested, postage prepaid, or sent by private overnight express delivery, addressed set forth in the introductory paragraphs to this Agreement, with a copy to counsel, or to such other address as the respective party may direct by notice to the other party. Any such notice, request, consent or other communication shall be deemed delivered at such time as it is personally delivered (or refused delivery) on a business day, on the third business day after it is so mailed or on the first business day following its delivery to a private overnight express delivery service, prepaid for next business day delivery, as the case may be.

4.4 Governing Law and Venue. This Agreement shall be governed by and construed under the laws of the State of New Jersey, without regard to conflict of law principles, and venued in a court of competent jurisdiction in the State of New Jersey.

4.5 Counterparts. This Agreement may be executed in several faxed counterparts, which shall constitute original signatures for one and the same instrument.

{SIGNATURE PAGE FOLLOWS}

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SELLER

TOWNSHIP OF IRVINGTON

By: _____

Name:

Title:

PURCHASER

REDEVELOPMENT CAPITAL

PARTNERS,

LLC

By: _____

Name:

Title:

EXHIBIT A

PROPERTIES

Adopted

Absent: Inman

Hudley – Jones 13. Authorize Contingent Agreement for the Purchase and Sale of Real Estate With Redevelopment Capital Partners, LLC – Phase III

**RESOLUTION FOR CONTINGENT AGREEMENT FOR PURCHASE AND
SALE OF REAL ESTATE
(Redevelopment Capital Partners - Phase III)**

WHEREAS, Township of Irvington owns, will own or has tax liens against certain real property situated in the Township of Irvington, as listed on Exhibit A attached hereto and made a part hereof (collectively, the “**Properties**”); and

WHEREAS, Redevelopment Capital Partners, LLC is a real estate developer which has the capacity to purchase and develop real estate in areas of the Township that are in need of redevelopment (collectively, the “**Purchasers**”); and

WHEREAS, to the extent The Township of Irvington has not acquired fee simple title to the Properties, The Township is in the process of undertaking municipal foreclosures for such Properties; and

WHEREAS, the Properties are situated within areas designated as areas in need of redevelopment or areas in need of rehabilitation and are subject to the requirements of the *East Ward/East Springfield Avenue Redevelopment Plan* and/or the *Township-Wide Area in Need of Redevelopment – Redevelopment Plan*, all in accordance with the requirements of the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “**Act**”); and

WHEREAS, pursuant to the provisions of the Act, The Township agrees to sell, convey and transfer all of its right, title and interest in and to the Properties to Purchaser, on the terms and conditions set forth in the Agreement for Purchase and Sale of Real Estate; and

WHEREAS, Purchaser agrees to purchase all of the Township’s right, title and interest in and to the Properties from Seller, on the terms and conditions set forth herein.

NOW THEREFORE BE IT RESOLVED, by the Township Council that the Township of Irvington enter into a Redevelopment Agreement with Redevelopment Capital Partners, LLC for the sale the following parcels of real estate to Redevelopment Capital Partners, LLC.

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

(Redevelopment Capital Partners - Phase III)

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE (this “Agreement”) made as of _____, 2019 (the “**Effective Date**”) by and between the **TOWNSHIP OF IRVINGTON**, with offices located at 1 Civic Square, Irvington, New Jersey 07111 (“**Seller**”) and **REDEVELOPMENT CAPITAL PARTNERS, LLC**, with an address of 494 Broad Street, Suite 206, Newark, New Jersey 07102 (“**Purchaser**”).

W I T N E S S E T H :

WHEREAS, Seller owns certain real property situated in the Township of Irvington, as listed on Exhibit A attached hereto and made a part hereof (collectively, the “**Properties**”); and

WHEREAS, the Properties are situated within areas designated as areas in need of redevelopment or areas in need of rehabilitation and are subject to the requirements of the *East Ward/East Springfield Avenue Redevelopment Plan* and/or the *Township-Wide Area in Need of Redevelopment - Redevelopment Plan*, all in accordance with the requirements of the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “**Act**”); and

WHEREAS, pursuant to the provisions of the Act, Seller agrees to sell, convey and transfer all of its right, title and interest in and to the Properties to Purchaser, on the terms and conditions set forth herein; and

WHEREAS, Purchaser agrees to purchase all of Seller’s right, title and interest in and to the Properties from Seller, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

SALE OF THE PROPERTY

1.1 Properties to be Sold and Conveyed. Subject to the terms, conditions and covenants of this Agreement, Seller agrees to sell, transfer and convey the Properties and Purchaser (or its assignee) agrees to purchase and accept the same including free of all claims and rights of others.

1.2 Properties. As used in this Agreement, the term “Properties” means the land, together with the buildings and other improvements thereon, identified on Exhibit A, attached hereto and made a part hereof. The sale and purchase of the Properties as contemplated by this Agreement includes all right, title and interest of Seller (if any) in and to (a) any and all privileges, tenements, hereditaments, rights of way, easements and appurtenances of the Properties; (b) any and all streets, ways, strips or gores of land adjoining the Properties; (c) any and all fixtures attached to the Properties and machinery and equipment used in the operation of the building comprising the Properties, (d) any and all governmental approvals and permits relating to the Properties.

1.3 Contingency. The parties hereto agree that the sale of the Properties to Purchaser shall be made pursuant to and contingent upon the negotiation and execution of redevelopment agreement or agreements between the parties (each a “**Redevelopment Agreement**”). Such Redevelopment Agreement may cover all or only portions of the Properties and shall provide for the purchase price and other terms mutually agreed upon by the parties. If no such Redevelopment Agreement is fully executed and delivered with respect to all or a portion of the Properties, this Agreement shall be null and void with respect to those Properties not covered by a Redevelopment Agreement.

ARTICLE 2

DUE DILIGENCE

2.2 General Due Diligence and Period. Purchaser shall be granted a due diligence period prior to the closing of the Properties on such terms and conditions as the Redevelopment Agreement shall allow.

ARTICLE 3

CLOSING

3.1 Closing Date. The terms and conditions for the closing on the Properties, including the date and documents to be provided by each party, shall be on such terms and conditions as the Redevelopment Agreement shall provide.

ARTICLE 4

MISCELLANEOUS

4.1 Entire Agreement. This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof, and no prior or other writing or oral agreement or undertaking pertaining to any such matter shall be effective for any purpose. This Agreement may not be changed or modified, nor any provision hereof waived, except in writing by the party to be charged thereby.

4.2 Broker. The parties represent and warrant that neither has engaged the services of any broker or consultant in this transaction. The parties, and their respective assigns, agree to hold each other harmless and to indemnify each other against any claims of or liabilities based on any claim of any broker.

4.3 Notices. All notices, requests, consents and other communications hereunder shall be in writing and shall be personally delivered or mailed by first class registered or certified mail, return receipt requested, postage prepaid, or sent by private overnight express delivery, addressed set forth in the introductory paragraphs to this Agreement, with a copy to counsel, or to such other address as the respective party may direct by notice to the other party. Any such notice, request, consent or other communication shall be deemed delivered at such time as it is personally delivered (or refused delivery) on a business day, on the third business day after it is so mailed or on

the first business day following its delivery to a private overnight express delivery service, prepaid for next business day delivery, as the case may be.

4.4 Governing Law and Venue. This Agreement shall be governed by and construed under the laws of the State of New Jersey, without regard to conflict of law principles, and venued in a court of competent jurisdiction in the State of New Jersey.

4.5 Counterparts. This Agreement may be executed in several faxed counterparts, which shall constitute original signatures for one and the same instrument.

{SIGNATURE PAGE FOLLOWS}

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SELLER

TOWNSHIP OF IRVINGTON

By: _____

Name:

Title:

PURCHASER

REDEVELOPMENT CAPITAL

PARTNERS,

LLC

By: _____

Name:

Title:

EXHIBIT A

PROPERTIES

- **715 Grove Street**
- **35-39 22nd Street**
- **21-23 22nd Street**
- **36-38 22nd Street**

- **127 22nd Street**
- **130 22nd Street**
- **332 21st Street**
- **95 22nd Street**
- **761 Springfield Avenue**
- **759 Springfield Avenue**
- **413 21st Street**
- **103 Ellis Avenue**

Adopted

Absent: Inman

Hudley – Jones 14. Authorize Professional Services Contract for Foreclosure Counsel Services – 81 Berkshire Place, Block 228, Lot 3 and 178 Union Avenue, Block 264, Lot 9 - \$1,200.00 Per Property Not To Exceed \$2,400.00 - Goldenberg, Mackler, Sayegh, Mintz, Pfeffer Bonchi & Gill

RESOLUTION RATIFYING PROFESSIONAL SERVICES CONTRACT FOR FORECLOSURE COUNSEL SERVICES

WHEREAS, resolution number TA 18-0530-14 qualified three firms to foreclosure counsel services for the Township of Irvington from July 1, 2018 until June 30, 2019; and

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

WHEREAS, the Township Attorney has assigned Goldenberg, Mackler, Sayegh, Mintz, Pfeffer, Bonchi & Gill to represent the Township in the three (2) foreclosure matters; 81 Berkshire Place Block 228 Lot 3 and 178 Union Avenue Block 264 Lot 9; and

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

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that a contract for Foreclosure Counsel services be awarded to Goldenberg, Mackler, Sayegh, Mintz, Pfeffer, Bonchi & Gill, 660 New Road, Suite 1A, Northfield, NJ, 08225 for a contract amount not to exceed \$2,400.00. The billing rate shall not exceed \$1,200.00 per foreclosure complaint and \$150.00 per hour for any contested matters; and

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

BE IT RESOLVED that the required Certification of Availability of Funds, certification number C9-00201 was obtained from the Chief Financial Officer and the appropriation to be charged for this expenditure is T-18-56-860-000-006 in the amount of \$2,400.00.

Adopted
Absent: Inman

Jones – Cox 15. Authorize Contract for Continued Legal Defense Services in the Matter of Muhammed Ojibara versus Irvington – Lamb Kretzer – Not to Exceed \$12,100.00

RESOLUTION RATIFYING PROFESSIONAL SERVICES CONTRACT FOR LITIGATION/DEFENSE COUNSEL SERVICES

WHEREAS, resolution number TA 19-0211-11 awarded a contract for Litigation/Defense Counsel Services to Lamb Kretzer, LLC, 110B Meadowlands Parkway, Suite 201, Secaucus, New Jersey, 07094, for representation of the Township in the matter of Muhammed Ojibara v. Township of Irvington, et al, Docket No: ESX-L06180-18;

WHEREAS, the contract amount has been reached, however, this matter is still ongoing; and

WHEREAS, the Township Attorney has recommended that Lamb Kretzer, LLC continue to represent the Township on this matter;

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 \$12,100.00. 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 \$12,100.00. The billing rate for this contract is \$150.00 per hour.

Adopted
Absent: Inman

Jones – Cox 16. Authorize Contract Legal Defense Services in Matter of Salvador Espinoza et als. versus Irvington – Michael D'Aquanni, LLC – Not to Exceed \$14,290.00

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

WHEREAS, resolution number TA 17-1212-47 awarded a contract for Litigation/Defense Counsel Services to Roth D'Aquanni, LLC 150 Morris Avenue, Suite 303, Springfield, NJ 07081, for representation of the Township in the matter of Salvador Espinoza, et als v. Township of Irvington, Docket No: ESX-L-7249-17;

WHEREAS, the contract amount has been reached, however, this matter is still ongoing; and

WHEREAS, the Township Attorney has recommended that Michael D'Aquanni continue to represent the Township on this matter;

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 Michael A. D'Aquanni, 1481 Oak Tree Road, Iselin, New Jersey 08830 for a contract amount not to exceed \$14,290.00. 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 \$14,290.00. The billing rate for this contract is \$150.00 per hour.

Adopted
Absent: Inman

Jones – Lyons 17. Authorize Contract for Legal Defense Services in Matter of N.J. Manufacturers, et al. versus Irvington – Lamb Kretzer – 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 Lamb Kretzer, LLC has the most experience to defend the Township of Irvington in the matter New Jersey Manufacturers, et al v. Township of Irvington , et al, Docket No: ESX-L-421-19; 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 \$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 be 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
Absent: Inman

Jones – Cox 18. Authorize Increase in Contract for Labor Counsel for Additional Services Rendered - Florio, Perrucci, Steinhardt & Fader - \$75,000.00

RESOLUTION APPROVING ADDITIONAL FUNDS FOR LABOR COUNSEL SERVICES

WHEREAS, on May 30, 2018 the firm of Florio, Perrucci, Steinhardt & Fader was awarded a contract for the period of May 1, 2018 through April 30, 2019 for Labor Counsel Services for an amount not to exceed \$50,000.00 by resolution number TA 18-0530-12; and

WHEREAS Florio, Perrucci, Steinhardt & Fader provided the Township with Labor Counsel Services during the aforementioned time period with additional expenditures due to unanticipated Labor and employment issues; and

WHEREAS, the Township seeks to pay Florio, Perrucci, Steinhardt & Fader for services provided within the scope of the contract, during the contract period but in excess of the contract amount;

WHEREAS, the total contract amount for Labor Counsel Service for May 1, 2018 through April 30, 2019 is hereby increased to an amount not to exceed \$125,000.00.

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that the services performed by the firm of Florio, Perrucci, Steinhardt & Fader in excess of the contract amount is hereby ratified and confirmed for an amount not to exceed \$125,000.00; and

BE IT FURTHER RESOLVED, that total contract amount for Labor Counsel service is hereby increased to an amount not to exceed \$125,000.00; and

BE IT FURTHER RESOLVED, that the Mayor and Municipal Clerk is hereby authorized to sign and execute an amended contract for Labor Counsel service; and

BE IT RESOLVED, that the required certification of availability of funds C8-00295 in the amount of \$75,000.00 has been obtained from the Chief Financial Officer and will be charged to the account numbers 8-01-20-155-155-299 and 9-01-20-155-155-299.

Adopted
Absent: Inman

Burgess – Lyons 19. Authorize Professional Services Contract for Licensed Site Remediation Services to Prepare Preliminary Assessment Report for the Berkeley Terrace Playground – E2 Project Management – Not To Exceed \$3,000.00

RESOLUTION TO AWARD A PROFESSIONAL SERVICES CONTRACT FOR A LICENSED SITE REMEDIATION PROFESSIONAL TO PREPARE A PRELIMINARY ASSESSMENT REPORT FOR THE BERKELEY TERRACE PLAYGROUND

WHEREAS, the Township of Irvington received a Notice of Violation from the New Jersey Department of Environmental Protection (NJDEP) with regards to the Berkeley Terrace Playground said Notice references Irvington Youth Safe Haven, 340 Eastern Parkway which is the Berkeley Terrace Playground; and

WHEREAS, the Township Engineer prepared a Request for Quotes that was mailed to the 4 firms under an annual contract with the Township for Licensed Site Remediation Professional Services (LSRP) and the professional services agreement was awarded to E2 Project Management of Rockaway, NJ for the preparation of an LSRP between the Township and NJDEP; and

WHEREAS, the above agreement has been completed and the next step in bringing the site into compliance is the submission of a Remedial Action plan, the first phase of which is the preparation of a preliminary assessment report, for which E2 Project Management of Rockaway, NJ has prepared a proposal and the cost of this phase of investigation is \$3,000.00; and

WHEREAS, after review by the Township Engineer, it was determined that the fee proposal of E2 Project Management of Rockaway, NJ for the preparation of this report is the most cost efficient way to complete this work and bring the site into compliance; and

NOW, THEREFORE, BE IT RESOLVED BY MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that a professional services contract for the preparation of a Preliminary Assessment report for the Berkeley Terrace Playground, in accordance with the NJDEP rules, be awarded to E2 Project Management of Rockaway, NJ at their proposal price of \$3,000.00; and

BE IT FURTHER RESOLVED that pursuant to N.J.A.C. 5:34-5.2, the required Certificate of Availability of Funds No. C9-00215 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 \$3,000.00 is Account No. C-04-56-019-905.

Adopted
Absent: Inman

Jones – Lyons 20. Authorize Contract for Legal Defense Services in Matter of Lourdes Trivino, et al v. Elizabeth Walker, et al. - Michael D'Aquanni, LLC - 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 Office of Michael A. D'Aquanni, LLC has the most experience to defend the Township of Irvington in the matter Lourdes Trivino, et al v. Elizabeth Walker, et al, Docket No: ESX-L-68-19; 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 \$2,500.00. 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 \$2,500.00. The billing rate for this contract is \$150.00 per hour.

Adopted
Absent: Inman

Jones – Burgess 21. Ratify Sale of Township Owned Property

**RESOLUTION AUTHORIZING THE QUALIFIED PURCHASING AGENT TO
ACCEPT HIGH, RESPONSIBLE BID AT PUBLIC PROPERTY AUCTION**

WHEREAS, on June 28, 2019 by resolution number DA 18-0626-24 the Municipal Council authorized the Qualified Purchasing Agent to auction fourteen municipal properties; and

WHEREAS, the public auction was advertised in the New Jersey star ledger on January 29, 2019; and

WHEREAS, the Purchasing Agent held the public auction of real properties on March 06, 2019 pursuant to adopted resolution and N.J.S.A. 40A:12-13(a); and

WHEREAS, thirteen (13) out of the fourteen (14) properties received bids as follows:-

Property Address	Name of Winning Bidder	Final Bid
446 14th Ave	Israel Silbestein	\$ 38,000.00
352 16th Ave	Sergenia Garcon	\$ 69,000.00
125-127 21st St	Number One Block Investment LLC - Cory Lucas	\$ 87,000.00
11 Grove Ter	Hirmatie Moore	\$ 52,000.00
1074 Grove St	482 Main LLC - Sohail Sajid	\$ 146,000.00
439 Grove St	Hassanain Aly	\$ 29,000.00
69-71 Montgomery Ave	The James Louise Group-Courtney Pugh	\$ 30,000.00
36 Orange Ave	Leonardo Bianco	\$ 97,000.00
18 Roosevelt Ter	Abdelrahman Mohamed	\$ 161,000.00
Properties without Structures (Vacant Lots)		
161 19th Ave	Felipe Pomauilla	\$ 21,000.00
148 21st St		No Bid
439 21st St	Sergenia Garcon	\$ 16,700.00
67-73 Hopkins Pl	Sergenia Garcon	\$ 26,000.00
16 Union Ave	Aisha Wahab	\$ 76,000.00
Total		<u>\$ 848,700.00</u>

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

1. The high, responsible, bids for the above premises, is hereby accepted and title shall be closed pursuant to the public advertisement and conditions of sale presented at the time of the public sale.
2. The Township attorney is directed to prepare the appropriate contracts and Quit Claims deeds and the Mayor and the Municipal Clerk is directed to sign the same.

Adopted
Absent: Inman

10. Communications & Petitions

A. Communications

1. State Senator Paul A. Sarlo – Receipt of Resolution MC 19-0128-9 - Support Path To Progress Recommendations

11. Pending Business

None

12. Miscellaneous

None

NON-CONSENT AGENDA ITEMS

8. Ordinances, Bills & Claims

A. Ordinances on 1st Reading

Lyons – Burgess 1. Amend Chapter 472 of Revised Code – Rent Control

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 472 OF THE REVISED CODE OF THE TOWNSHIP OF IRVINGTON ENTITLED RENT CONTROL

Adopted
Absent: Inman

Hudley – Frederic 2. Authorize Quit Claim Deed for 7 Drakes Lane, Block No. 40, Lot 2

AN ORDINANCE ACCEPTING A QUIT CLAIM DEED FOR 7 DRAKES LANE, IRVINGTON, NEW JERSEY, 07111 IN THE TOWNSHIP OF IRVINGTON FROM JENNIFER MURGUEYTIO

Adopted
Absent: Inman

Jones – Frederic 3. Authorize Quit Claim Deed for 114 Ellis Avenue, Block 162, Lot 1

AN ORDINANCE ACCEPTING A QUIT CLAIM DEED FOR 114 ELLIS AVENUE, IRVINGTON, NEW JERSEY, 07111 IN THE TOWNSHIP OF IRVINGTON FROM CHARLES M. FORMAN

Adopted

Absent: Inman

Hudley – Jones 4. Amend Section 555-66 of Revised Code - Placing Signs on Trees, Utility Poles or Public Property

AN ORDINANCE AMENDING SECTION 555-66 OF THE REVISED CODE OF THE TOWNSHIP OF IRVINGTON ENTITLED PLACING SIGNS ON TREES, UTILITY POLES OR PUBLIC PROPERTY.

Adopted

Absent: Inman

Hudley – Frederic 5. Amend and Supplement Section 513-10 of Revised Code – Awning Signs

AN ORDINANCE AMENDING SECTION 513-10 OF THE REVISED CODE OF THE TOWNSHIP OF IRVINGTON REGARDING AWNING SIGNS.

Adopted

Absent: Inman

B. Ordinances on 2nd Reading

1. President Lyons: An ordinance amending and supplementing 380-27 and-11 D of revised code regarding parking on abandoned lots will be heard at this time. The Clerk will read the notice of hearing.

The Clerk read the notice of hearing.

The Clerk will read the ordinance by title.

AN ORDINANCE AMENDING AND SUPPLEMENTING SECTION 380-27 REGARDING PARKING ON RESIDENTIAL LAWNS/PROPERTY AND SECTION 620-11 D REGARDING PARKING ON ABANDONED LOTS.

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

SECTION 1. Section 380-27 of the Revised Code of the Township of Irvington is hereby amended and supplemented as follows:

380-27 Parking on Private Property.

No person shall park or cause to be parked any type of motor vehicle in/on lawns, rear yards, front yards, side yards, across sidewalks, across driveways, across garages, across carports, in/on vacant lots, etc., nor shall they jump the curb (driving over a curb without an apron) to park in areas that are not delineated as parking spaces.

<u>APPROPRIATIONS WITHIN "CAPS"</u>	
	CY-19
<u>OFFICE OF THE MAYOR</u>	<u>Emerg #1</u>
Mayor's Office:	
Salaries and Wages	209,909.00
Other Expenses	21,000.00
Irvington Mental Health Center:	
Other Expenses	

	2,250.00
Planning Board:	
Salaries and Wages	7,660.80
Other Expenses	1,875.00
Office of Emergency Management:	
Salaries and Wages	9,100.00
Other Expenses	-
Neighborhood/Community Planning	
Salaries and Wages	45,612.00
Other Expenses	10,000.00
Total Office of the Mayor	307,406.80

<u>OFFICE OF THE TOWNSHIP CLERK</u>	
Township Clerk's Office:	
Salaries and Wages	99,414.00
Other Expenses	8,425.00
Elections:	
Salaries and Wages	50,000.00
Other Expenses	21,250.00
Council's Office:	
Salaries and Wages	76,461.00
Other Expenses	7,500.00

Board of Adjustment:	
Salaries and Wages	21,504.00
Other Expenses	3,750.00
Rent Leveling Board:	
Salaries and Wages	7,800.00
Other Expenses	875.00
Total Office of the Township Clerk	296,979.00

<u>OFFICE OF THE TAX ASSESSOR</u>	
Municipal Tax Assessor:	

Salaries and Wages	45,409.00
Other Expenses	8,925.00
Total Office of the Tax Assessor	54,334.00

<u>ATTORNEY TO TOWNSHIP COUNCIL</u>	
Legislative Research Officer:	
Salaries and Wages	12,376.00
Other Expenses	250.00
Total Attorney to Township Council	12,626.00

<u>OFFICE OF THE TOWNSHIP ATTORNEY</u>	
Township Attorney:	
Salaries and Wages	141,911.00
Other Expenses	82,402.00
Total Office of the Township Attorney	224,313.00

<u>DEPARTMENT OF ADMINISTRATION</u>	
Office of the Business Administrator:	
Salaries and Wages	169,197.00
Other Expenses	65,125.00
Other Expenses - Postage	17,500.00
Total Department of Administration	251,822.00

<u>DEPARTMENT OF POLICE</u>	
Police:	
Salaries and Wages	6,704,390.00
Other Expenses	207,219.00
<u>APPROPRIATIONS WITHIN "CAPS"(continue)</u>	
School Guards:	
Salaries and Wages	204,036.00
Other Expenses	1,250.00
Chaplains and Surgeons:	

Salaries and Wages	750.00
Parking Division:	
Other Expenses	875.00
Total Department of Police	7,118,520.00

<u>DEPARTMENT OF FIRE</u>	
Fire:	
Salaries and Wages	3,882,648.00
Other Expenses	57,500.00
Uniform Fire Safety	
Salaries and Wages	
Other Expenses	1,250.00
Total Department of Fire	3,941,398.00

<u>DEPARTMENT OF REVENUE AND FINANCE</u>	
Division of Finance:	
Salaries and Wages	171,633.00
Other Expenses:	
Administration of Finance	43,750.00
Auditing	
Insurance:	
General Liability	538,750.00
Workers Comp	331,250.00
Employers Group Health	3,774,290.00
Division of Revenue-Tax Collection:	
Salaries and Wages	138,391.40
Other Expenses	14,500.00
Division of Licenses:	
Salaries and Wages	18,352.60
Other Expenses	1,500.00
Division of Central Purchasing:	
Salaries and Wages	76,629.00
Other Expenses	3,125.00
Total Department of Revenue and Finance	5,112,171.00

<u>DEPARTMENT OF PUBLIC WORKS</u>	
Division of Engineering:	

Salaries and Wages	133,824.60
Other Expenses	319,250.00
Land Rental, Refuse Dumping:	
Other Expenses	1,450,000.00
Division of Streets and Sewers:	
Salaries and Wages	274,190.00
Other Expenses	21,388.00
Snow Removal:	
Salaries and Wages	59,200.00
Other Expenses	20,000.00
Division of Motorized Equipment:	
Salaries and Wages	53,641.00
Other Expenses	35,000.00
Division of Public Property:	
Salaries and Wages:	
Public Buildings	234,326.40
Shade Tree	51,716.00
Other Expenses:	
Public Buildings	28,750.00
Shade Tree	6,250.00
Total Department of Public Works	2,687,536.00
<u>DEPARTMENT OF HEALTH AND WELFARE</u>	
Division of Health:	
Salaries and Wages:	
Health Administration	82,375.00
Environmental Health	37,458.00
Nursing	8,500.00
Other Expenses:	
Health Administration	2,688.00
Environmental Health	32,673.00

Nursing	1,538.00
Senior Citizen Center:	
Salaries and Wages	39,500.00
Other Expenses	1,875.00
Total Department of Health and Welfare	206,607.00
<u>DEPARTMENT OF PARKS AND RECREATION</u>	
Division of Park Maintenance:	
Salaries and Wages	165,249.00
Other Expenses	5,225.00
Division of Recreation:	
Salaries and Wages	60,340.00
Other Expenses	17,040.00
Public Events and Celebration:	
Other Expenses	3,750.00
Irvington Municipal Pool:	
Salaries and Wages	25,900.00
Other Expenses	8,750.00
Total Department of Parks and Recreation	286,254.00
<u>DEPARTMENT OF HOUSING</u>	
Housing Services:	
Salaries and Wages	154,721.00
Other Expenses	10,063.00
Total Department of Housing Services	164,784.00
<u>MUNICIPAL COURT</u>	
Municipal Court	
Salaries and Wages	342,727.00
Other Expenses	28,750.00
Total Municipal Court	371,477.00

<u>PUBLIC DEFENDER</u>	
Public Defender	
Salaries and Wages	28,980.00
Other Expenses	7,500.00
Total Public Defender	28,980.00
<u>UNIFORM CONSTRUCTION CODE</u>	
Construction Code Official:	
Salaries and Wages	94,512.60
Other Expenses	7,625.00
Total Construction Services	102,137.60
<u>UNCLASSIFIED</u>	
Utilities:	
Electricity, Gas	175,000.00
Telephone and Telegraph	142,500.00
IT/Communication Equip.	-
Fire Hydrants	100,000.00
Water	13,750.00
Gasoline	70,000.00
Street Lighting	425,500.00
Prior Year Salary Adjustments	
Emergency Dispatch Services (Transportation)	46,250.00
Tax Appeals'	
Total Unclassified	973,000.00
Total Operations Within "CAPS"	22,140,345.39
<u>Deferred Charges & Statutory Expenditures</u>	
Social Security System (OASI)	343,750.00
State Unemployment Insurance Fund	87,500.00
Define Contribution Retirement Plan	

	38,750.00
Public Employees Retirement System	1,194,748.00
Police & Firemen's Retirement System	5,975,851.00
Judgments	
Emergency Auth	
Expenditures W/O Approp.	
Grant Expenditures W/O Approp.	
Deferred Charges - WC & GL	
Cash Deficit Preceding Year	
Total Deferred Charges & Statutory Exp	7,640,599.00
Total Appropriations Within "CAPS"	29,780,944.39
APPROPRIATIONS EXCLUDED FROM "CAPS"	
OTHER OPERATIONS	
Joint Sewer Maintenance	1,223,935.00
Maintenance of Free Public Library	281,250.00
911 Dispatch Services	56,250.00
Total Other Operations	1,561,435.00
APPROPRIATIONS EXCLUDED from "CAPS"(continue)	
FEDERAL AND STATE GRANTS	
Health IPCHIP - Grant	
Total Grants	-
Total Operations Excluded from "CAPS"	1,561,435.00
MUNICIPAL DEBT SERVICE	
Down Payment on Capital Improvements	400,000.00
Capital Improvement Fund	
Payment of Bond Principal	
Interest on Bonds	
Payment of Note Principal	1,133,126.00

Interest on Notes	
Green Trust Loan Program:	
Payment of Principal and Interest	
Payment of Principal and Interest-2003	
Payment of Principal & Interest 727 GTP	
Demolition Loan Repayment	
NJ Environmental Infrastructure Trust Loan Principal & Interest	
Deferred Charges - Emergency Auth 5 Yr	
Emergency Storm	
Total Municipal Debt Service	
Total Appropriations Excluded from "CAPS"	
for Municipal Purposes	1,561,435.00
<u>TYPE ONE SCHOOL DEBT</u>	
Payment of Bond Principal	
Interest on Bonds	
Total Type One School Debt	
Total Appropriations Excluded from "CAPS"	1,561,435.00
Reserve for Uncollected Taxes	
Total General Appropriations	31,342,379.39

Adopted
Absent: Inman

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

Elouise McDaniel, 214 Nesbit Terrace
 Ted L'Estrange, 43 Prospect Hill Road, Cuddebackville, N.Y.
 Nduna Gora, 12 Beaumont Place
 Rodney White, 41 Durand Place
 James Manigat, 20 Momm Court
 Celeste McCleave, 145 – 21st Street.

Council Members Frederic, Jones, Hudley, Cox 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.

David Lyons, Council President

Harold E. Wiener, Municipal Clerk