

REGULAR COUNCIL MEETING
June 10, 2019

Council Chamber, Municipal Building
Irvington, N.J. – Monday Evening
June 10, 2019 - 7:30 P.M.

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

Present: Jamillah Z. Beasley, Renee C. Burgess, Vernal Cox , Charnette Frederic, Paul Inman

Absent: October Hudley (excused), David Lyons (excused)

Acting President Burgess 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 – May 28, 2019

7. Reports of Committees

1. Requests for Proposals Results – Budget Consultant and Foreclosure Counsel

2. Bid Results – Towing and Impounding of Motor Vehicles

8. Ordinances, Bills & Claims

None

9. Resolutions & Motions

A. Resolutions

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Frederic – Inman 1. Authorize Removal of Handicapped Parking Space in Front of 26 Maple Avenue
- Handicapped Resident Moving Out of State

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

WHEREAS, a restricted handicapped parking space has been previously established at 26 Maple Avenue; and

WHEREAS, the Police Department has determined that the handicapped resident for which the restricted handicapped parking space in front of 26 Maple Avenue is relocating out of state and will no longer reside at that address and that there is no longer any need to for the restricted handicapped parking space in front of 26 Maple Avenue:

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that the restricted handicapped parking space heretofore established in front of 26 Maple Avenue be and the same is hereby rescinded; and

BE IT FURTHER RESOLVED that the Department of Public Works is directed to remove the restricted handicapped parking sign located in front of 26 Maple Avenue.

Adopted

Absent: Hudley, Lyons

Cox - Beasley 2. Designate Irvington as a Stigma-Free Community.

Township of Irvington

Resolution to declare the Township of Irvington a Stigma Free community

WHEREAS, the Town Council of Irvington in the state of New Jersey and the County of Essex recognizes that one in five Americans have experienced some sort of mental illness according to the Substance Abuse and Mental Health Services Administration (SAMHSA); and

WHEREAS, despite major accomplishments and the progress achieved, New Jersey must still overcome significant challenges before it can reach the goal of making quality mental health care available to all those who need it; and

WHEREAS, mental health problems are more common than cancer and heart disease combined (SAMHSA) and more than half of all Iraq and Afghanistan veterans hospitalized at VA hospitals are treated for mental illness according to the Veteran's Administration, and the stigma associated with mental illness is the biggest roadblock to recovery; and,

WHEREAS, The Codey Fund for Mental Health has initiated a statewide campaign requesting towns throughout New Jersey designate their municipality a Stigma Free Town; and

WHEREAS, by declaring Irvington a Stigma Free Town, the Township of Irvington supports the elimination of stigma associated with mental health illness and will promote public awareness of mental health issues and work to overcome stigma, stereotyping, discrimination and removing any barriers to recovery; and,

WHEREAS, promoting awareness that there can be no “health” without mental health will break down barriers and encourage residents of all ages to be mindful and their mental health and ask for help when needed; and

WHEREAS, establishing Stigma-Free Communities will raise awareness of resources and encourage residents to engage in care as soon as the need is identified so that recovery can begin, hope is inspired, and tragedies are avoided; and

NOW, THEREFORE, BE IT RESOLVES by the Township of Irvington in the State of New Jersey in the County of Essex, that the Township of Irvington recognizes the community needs and supports the efforts of The Codey Fund for Mental Health and designates Irvington as a Stigma-Free Community.

NOW, THEREFORE, BE IT FURTHER RESOLVES, that on major thoroughfares in and out of the municipality, road signs be erected showing the establishment of a Stigma Free Town.

Adopted

Absent: Hudley, Lyons

Cox – Beasley 3. Ratify Calendar Year 2017 Annual Audit Report

WHEREAS, N.J.S.A. 40A:5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transactions; and

WHEREAS, the Annual Report of Audit for the Calendar Year 2017 has been filed by a Registered Municipal Accountant with the Municipal Clerk as per the requirement of N.J.S. 40A:5-6, and a copy has been received by each member of the governing body; and

WHEREAS, the Local Finance Board of the State of New Jersey is authorized to prescribe reports pertaining to the local fiscal affairs, as per R.S. 52:27BB-34; and

WHEREAS, the Local Finance Board has promulgated a regulation requiring that the governing body of each municipality shall by resolution certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed, as a minimum, the sections of the Annual Audit entitled: GENERAL COMMENTS AND RECOMMENDATIONS

WHEREAS, such resolution of certification shall be adopted by the governing body no later than forty-five days after the receipt of the annual audit, as per the regulations of the Local Finance Board; and

WHEREAS, all members of the governing body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board; and

WHEREAS, failure to comply with the promulgations of the Local Finance Board of the State of New Jersey may subject the members of the local governing body to the penalty provisions of R.S. 52:27BB-52 - to wit:

R.S. 52:27BB-52 - "A local officer or member of a local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the director (Director of Local Government Services), under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars (\$1,0000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his office."

NOW, THEREFORE, BE IT RESOLVED THAT THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON hereby states that it has complied with the promulgation of the Local Finance Board of the State of New Jersey dated July 30, 1968 and does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING HELD ON JUNE 10, 2019.

Harold E. Wiener, R.M.C. #C-0327, M.M.C., Municipal -Clerk

Adopted
Absent: Hudley, Lyons

Burgess – Frederic 4. Designate June, 2019 as Adopt a Cat Month in Irvington

**RESOLUTION OF COMMEMORATING
JUNE AS ADOPT-A-CAT MONTH**

WHEREAS, every year Animal Services Agencies receives thousands of litters of kittens, in addition to all the adult cats who find their way into those shelters

WHEREAS, these agencies simply do not have the space or the resources to take care of that many animals; and

WHEREAS, out of the thousands of cats that enter these shelters each year only about twenty-five percent are adopted into loving homes resulting in most of them, in fact more than 70%, must be euthanized; and

WHEREAS, the Township of Irvington would like to take this time to bring community awareness to the numerous benefits associated with owning a cat, and to shine the light on all of the beautiful kittens and cats that are eagerly awaiting loving homes; and

WHEREAS, celebrated each year in June, Adopt-A-Cat Month is a nationwide campaign that encourages people to adopt a cat from a shelter; and

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that the Township of Irvington hereby commemorates June as Adopt-A-Cat Month and urges its citizenry to visit a local animal shelter to adopt a cat and enjoy the loving presence of these lovely and loving felines.

Adopted

Absent: Hudley, Lyons

Inman – Beasley 5. Authorized Execution of Amended Grant Agreement and Acceptance of Grants Funds From the Essex County Division of Community Action For Emergency Services to Essex County Residents – From \$121,000.00 to \$239,000.00

WHEREAS, The County of Essex, acting through its Department of Citizens Services, Division of Community Action proposes to enter into a sub grant agreement with Irvington Neighborhood Improvement Corporation to provide Emergency Services to Essex County residents for the contract price of \$121,000.00 during the 2019 program year of January 1, 2019–December 31, 2019 which has been amended to \$239,000.00 and

WHEREAS, said grant agreement has been negotiated by the County Executive of Essex County and presented to the Board of Chosen Freeholders for Its approval: and

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that the Township of Irvington be and hereby authorized to execute a Grant Agreement with the Essex County Division of Community Action as sub-recipient of amended Community Service Block Grant funds in the amount of \$239,000.00.

BE IT FURTHER RESOLVED that the Township of Irvington does hereby accept the award of \$239,000.00 for such activities.

Adopted

Absent: Hudley, Lyons

Cox – Beasley 6. Authorize Escrow Agreement and Funding Agreement with Hanuman Development, LLC for Redevelopment of 1135 Stuyvesant Avenue, Block 395, Lots 7 & 8

**RESOLUTION OF THE TOWNSHIP OF IRVINGTON
AUTHORIZING THE EXECUTION OF AN ESCROW AND
FUNDING AGREEMENT WITH HANUMAN DEVELOPMENT,
LLC**

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 located therein constitute areas in need of redevelopment or rehabilitation and to create redevelopment plans which provide development controls for any area so designated; and

WHEREAS, on February 07, 2007, the Municipal Council (the “**Township Council**”) of the Township of Irvington (the “**Township**”), adopted Resolution No. UEZ 07-0227-5, designating certain parcels located within and contiguous to the Township Urban Enterprise Zone as an area in need of rehabilitation (the “**Rehabilitation Area**”); and

WHEREAS, on September 11, 2007, the Township Council duly adopted Ordinance No. 3351, enacting a redevelopment plan for the Rehabilitation Area entitled the Urban Enterprise Zone Area in Need of Rehabilitation Redevelopment Plan, pursuant to the Redevelopment Law and in accordance with the procedures set forth therein; and

WHEREAS, to realize the redevelopment of Rehabilitation Area, the Township determined to exercise the powers of redevelopment and serve as the “redevelopment entity” responsible for carrying out redevelopment projects in accordance with the Redevelopment Law; and

WHEREAS, Hanuman Development, LLC (the “**Proposed Redeveloper**”) is the owner of certain property within the Rehabilitation Area identified in the Township tax records as 1127-1135 Stuyvesant Avenue, comprising Block 395, Lots 7 & 8 on the Official Tax Maps of the Township (the “**Project Area**”); and

WHEREAS, the Proposed Redeveloper proposes to redevelop the Project Area by constructing thereon, a mixed-use development with parking (the “**Project**”); and

WHEREAS, the Proposed Redeveloper has requested that the Township, in its capacity as redevelopment entity, enter into negotiations for a Redevelopment Agreement and/or Financial Agreement, as may be applicable or appropriate for the redevelopment of the Project Area (each, an “**Agreement**”); and

WHEREAS, the Proposed Redeveloper has agreed to defray certain costs incurred by or on behalf of the Township arising out of or in connection with the redevelopment of the Project Area; and

WHEREAS, the Township and the Proposed Redeveloper wish to enter into an escrow and funding agreement establishing the mechanism for the deposit and disposition of funds to cover the Township’s costs,

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

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

Section 2. Execution of Agreement. The Township Council hereby authorizes the Mayor to execute the escrow and funding agreement substantially in the form attached hereto as Exhibit A, with such changes, deletions, and modifications in consultation with counsel as may be necessary or desirable to effect the transaction contemplated by this resolution. However, neither the adoption of this resolution, nor the execution of the escrow and funding agreement authorized hereby, shall be construed in any way to bind the Township to execute one or more definitive agreements with respect to the Project.

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

Section 4. Availability of the Resolution. A copy of this resolution shall be available for public inspection at the office of the Municipal Clerk.

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

Exhibit A

ESCROW AND FUNDING AGREEMENT

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (“**Escrow Agreement**”) is made as of the ____ day of May 2019 by and between **HANUMAN DEVELOPMENT LLC** (the “**Proposed Redeveloper**”), with an address at 885 Inman Avenue, Edison, New Jersey 08820, and **THE TOWNSHIP OF IRVINGTON**, a body corporate and politic of the State of New Jersey, with an address at Municipal Building, 1 Civic Square, Irvington, New Jersey 07111 (the “**Township**”).

WITNESSETH:

WHEREAS, pursuant to the *Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq.* (the “**LRHL**”), Municipal Council of the Township (the “**Township Council**”) designated certain parcels located within and contiguous to the Township Urban Enterprise Zone as an area in need of rehabilitation (the “**Rehabilitation Area**”); and

WHEREAS, on September 11, 2007, the Township Council duly adopted Ordinance No. 3351, enacting a redevelopment plan for the Rehabilitation Area entitled the Urban Enterprise Zone Area in Need of Rehabilitation Redevelopment Plan, pursuant to the Redevelopment Law and in accordance with the procedures set forth therein; and

WHEREAS, the Proposed Redeveloper and the Township, in its capacity as redevelopment entity, intend to negotiate a Redevelopment Agreement and/or Financial Agreement (each, an “**Agreement**”), with respect to the designation of the Proposed Redeveloper as "redeveloper" under the LRHL to provide for (i) the redevelopment of certain real property identified in the Township tax records as 1127-1135 Stuyvesant

Avenue, comprising Block 395, Lots 7 & 8 on the Official Tax Maps of the Township (the “**Project Area**”) and/or (ii) a tax exemption for improvements to be made within the Project Area pursuant to the *Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq.* (the “**LTTE**”); and

WHEREAS, as an inducement to the Township to engage in such negotiations, and as a precondition thereto, the Proposed Redeveloper has agreed to deposit with the Township the initial amount of **SEVEN THOUSAND FIVE HUNDRED and 00/100 (\$7,500.00) DOLLARS** (the “**Escrow Deposit**”), to be deposited in an escrow account and disbursed in accordance with the provisions of this Escrow Agreement to defray certain costs incurred by or on behalf of the Township arising out of or in connection with the selection and designation of the Proposed Redeveloper as redeveloper and the negotiation and preparation of the Agreement.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Recitals. The recitals are hereby incorporated herein as if set forth in full.

2. Escrow Deposit. The initial Escrow Deposit is separate from and in addition to all other application fees and escrow deposits that may be required by the Township pursuant to the terms of the Agreement, if the parties are successful in their negotiations and one is executed, including any applications for land use approvals that may be needed to implement the Redevelopment Plan. Additions to the Escrow Deposit may subsequently become necessary to cover all reimbursable expenses incurred by the Township pursuant to the terms of this Escrow Agreement.

3. Scope of Reimbursable Services. (a) The Township shall be entitled to be reimbursed for all professional charges incurred in connection with the selection and designation of the Proposed Redeveloper as redeveloper, and the negotiation and preparation of the Agreement; the preparation and review of all related documents and materials, including but not limited to correspondence, meetings and all communications (including by telephone and e-mail) with the Proposed Redeveloper, its professionals, Township staff or retained professional(s) in the negotiation and preparation of such Agreement and related documents or materials (collectively, the “**Reimbursable Activities**”). **Reimbursement may include charges incurred in connection with Reimbursable Activities prior to the date of this Escrow Agreement, and is not contingent upon the outcome of the negotiations or execution of an Agreement.**

(b) Properly reimbursable professional charges shall be reasonable and necessary and shall relate to Reimbursable Activities performed by outside consultants and professionals.

(c) In addition to professional and consultant fees and expenses, properly reimbursable charges shall include a charge for each special meeting of a municipal

board held at the request of or with the consent of the Proposed Redeveloper, at a cost of **\$1,000.00 per meeting**.

4. Deposit and Administration of Escrow Funds. The Escrow Deposit and all additions thereto shall be held by the Township in a banking institution or savings and loan association in the State of New Jersey insured by an agency of the federal government, or in any other fund or depository approved for such deposits by the State of New Jersey, in a segregated, non-interest bearing account referenced to this Escrow Agreement.

5. Payments from the Escrow Funds. (a) The Township shall use such funds to pay Reimbursable Activities, including professional charges or the charges for special meetings.

(b) Professional charges paid out of the escrow account shall include professional charges in connection with the Reimbursable Activities. The Proposed Redeveloper shall not be charged for any costs and expenses not associated with the Reimbursable Activities. The only costs that shall be added shall be actual out-of-pocket expenses of such professionals or outside consultants, including normal and typical expenses incurred in connection with such Reimbursable Activities.

(c) Each payment for Reimbursable Activities charged to the escrow account shall be pursuant to a voucher from the professional, identifying the personnel performing the Reimbursable Activities, each date the services were performed, the hours spent in not greater than one-quarter (1/4) hour increments, the hourly rate, and specifying properly reimbursable expenses. All professionals shall submit the required vouchers or statements to the Township on a periodic basis in accordance with the schedule and procedures established by the Township. If so requested by the Proposed Redeveloper the professional shall simultaneously send an informational copy of each voucher or statement submitted to the Township to the Proposed Redeveloper; *provided*, that each such informational voucher or statement may be redacted if and as necessary to prevent disclosure of privileged or otherwise confidential matters.

6. Accounting and Additional Deposits. Upon the execution of an Agreement, termination of negotiations, or as reasonably requested by the Proposed Redeveloper, the Township shall prepare and send to the Proposed Redeveloper a statement which shall include an accounting of funds listing all deposits, disbursements and the cumulative balance of the escrow account. If at any time the balance in the escrow account is less than **TWO THOUSAND FIVE HUNDRED and 00/100 (\$2,500.00) DOLLARS**, or if the escrow account otherwise contains insufficient funds to enable the Township to continue with the negotiations or document preparation, the Township shall provide the Proposed Redeveloper with a notice of the insufficient escrow deposit balance. The Proposed Redeveloper shall deposit to the escrow account additional funds such that the total amount on deposit shall be not less than **SEVEN THOUSAND FIVE HUNDRED and 00/100 (\$7,500.00) DOLLARS**, such deposit to be made within five (5) business days of the Township's notice, failing which the Township may unilaterally cease work without liability to the Proposed Redeveloper.

7. Close Out Procedures. Upon termination of negotiations without an Agreement being executed, or upon the execution of an Agreement, and unless otherwise provided in the Agreement, the Proposed Redeveloper shall send written notice by certified mail to the Township, the Township Attorney and to the relevant municipal professional(s), requesting that the remaining balance of the Escrow Deposit be refunded, or otherwise applied as agreed to pursuant to the terms of the executed Agreement. After receipt of such notice, the professional(s) shall render a final bill to the Township within thirty (30) days, and if so requested shall send an informational copy simultaneously to the Proposed Redeveloper. Within thirty (30) days of receipt of the final bill the Township shall pay all outstanding bills and render a written final accounting to the Proposed Redeveloper detailing the uses to which the escrow funds were put. The Proposed Redeveloper will not be responsible for any additional charges once the final accounting has been rendered by the Township in accordance with this section. If an Agreement is executed and the Proposed Redeveloper so requests, the Township agrees to apply any balance remaining in the Escrow Deposit towards the funding of any escrow deposits that may be required to be posted pursuant to the terms of the executed Agreement.

8. Disputed Charges. (a) The Proposed Redeveloper may dispute the propriety or reasonableness of professional charges paid out of the Escrow Deposit by written notice to the Township. A copy of such notice shall be sent simultaneously to the professional(s) whose charges or estimated costs are the subject of the dispute. Such written notice of a disputed charge shall be given within 45 days from the Proposed Redeveloper's receipt of the informational copy of the professional's voucher, except that if the professional has not supplied the Proposed Redeveloper with an informational copy of the voucher, then the Proposed Redeveloper shall send notice within 60 days from receipt of the first statement of activity against the escrow account containing the disputed charge. Failure to dispute a charge in writing within the prescribed time shall constitute the Proposed Redeveloper's acceptance of the charge and a waiver by the Proposed Redeveloper of all objections to the charge and to payment thereof out of the escrow account.

(b) During the pendency of a dispute the Township may continue to pay undisputed charges out of the escrow account. If a dispute over a charge is resolved in the Proposed Redeveloper's favor after having been paid, the Township shall reimburse the escrow account in the amount determined to be properly disputed.

9. Governing Law. This Escrow Agreement shall be governed, construed and enforced according to the laws of the State of New Jersey, without regard to its conflicts of laws principles. Any action hereunder shall be brought exclusively in a court of the State of New Jersey or in a United States Court having jurisdiction in the District of New Jersey, in either case sitting in Essex County, New Jersey, and the Proposed Redeveloper hereby waives all objections to such venue.

10. Successors and Assigns. This Escrow Agreement shall be binding upon, and inure to the benefit of, the parties hereto and upon each party's successors and assigns.

11. Entire Agreement; No Modification Unless in Writing. This Escrow Agreement contains the entire agreement of the parties relative to the subject matter hereof. Any amendment hereto or modification or variation hereof shall be ineffective unless in writing signed by each of the parties hereto.

12. Effective Date. This Escrow Agreement shall not become effective unless and until the initial Escrow Deposit is made.

The balance of this page intentionally left blank; signatures appear on next page.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year first above written.

Witness or Attest:

TOWNSHIP OF IRVINGTON

Name:
Title:

By: _____
Name: Tony Vauss
Title: Mayor

Witness or Attest:

HANUMAN DEVELOPMENT LLC

Name:
Title:

By: _____
Name:
Title:

Adopted
Absent: Hudley, Lyons

Hudley – Burgess 7. Resolution of Sorrow – Rosie Greggs

RESOLUTION OF SORROW
ROSIE MAE WINSTON GREGGS

WHEREAS, on Thursday, May 23, 2019, The Lord took from amongst our ranks Rosie Mae Winston Greggs peacefully with her children at her side; and

WHEREAS, Rosie Mae Winston Greggs, affectionately called, “Baby Doll” or “Rose” was born on August 30, 1945 in Macon, (Noxubee County) Mississippi to the late Willie C Winston and the late Fannie Mae Windham. She was the second oldest and the only daughter out of three siblings. Rosie accepted Christ as her personal Savior at the tender age of nine and was reared in the Baptist faith. Rosie defeated the odds of being a Mississippi cotton share- cropper, and receiving an education from decade old textbooks to becoming an educated, honorable Christian woman; and

WHEREAS, Rosie earned her Bachelors of Science Degree in Business Education from Rust College (HBCU) in Hollis Springs, Mississippi in 1968 and then briefly studied at the University of Iowa. She taught for two years in the St. Louis, Missouri Public Schools. On June 21, 1970 in South Carolina, she joined in holy matrimony to Wayman

Greggs, Jr. and they relocated to Newark, New Jersey. Shortly afterwards, she joined St. Luke African Methodist Episcopal Church where Rev. Tyson was the Pastor. From this union, two beautiful children were born and they were one of her greatest joys in her life; and

WHEREAS, after her children were old enough to attend school, Rosie began her quest for employment. For her interview, she wore a fascinator with a pair of white gloves to compliment her attire. In addition to her credentials, the interviewer was very impressed and she was immediately hired. Rosie began working for the Newark Public Schools. She worked in several high schools prior to her final assignment to Science High School (Rector Street) now called Science Park High School. Rosie later earned a Masters of Arts Degree in Education with a concentration in Administration and Supervision from the former Kean College (now Kean University) of Union, New Jersey in 1984. She also performed as an Adjunct Professor of the Essex County Community College as a Computer Technology Instructor. She believed that every child (including her own children) deserved the very best, quality education possible. After a commitment of distinguished service to the educational community for thirty seven (37) years, Rosie retired from the Newark Public School district in July 2008; and

WHEREAS, Rosie was an active and faithful member of the St. Luke AME Church. Shortly after the passing of the late Bro. Crump (the former Sunday School Superintendent), both Rosie and Sis. Ethel Heyward sprung into action to continue his legacy. Rosie became the Adult Sunday School Instructor in 1983. She was a vital member of the Lay Organization and the Scholarship Club (Rev. J. Ragin) where book scholarships were offered to church youth upon entering college, military or vocational school. In 1994, Rosie became the Christian Education Director (Local Level). And later, promoted and installed to Christian Education Director for the entire Newark Area by the Elder Howard L. Grant. During her tenure, she developed and instituted the Saturday Academy where the youth of each sister church are prepared for the Youth Of The Year Contest for the Newark area; and

WHEREAS, Rosie was an integral component to the Township of Irvington for many years from being the President of the Block Association, to advocating on behalf of citizens as a Community Leader to being a hardworking, results driven member of the Irvington Board of Education. Rosie coordinated a large Community Garden on 19th Avenue where she and other community members grew beautiful flowers and fresh vegetables that were shared with the community. She also coordinated summer BBQs in the garden and taught gardening techniques to the youth in the area; and

WHEREAS, Rosie leaves to cherish her memory two beautiful and successful children, Sari E. Greggs and Tyrone J. Greggs and her older brother, Herbert C Winston (Marie) of Florida. Along with her parents, she is preceded in death by her younger brother Charlie Floyd Winston (Missouri). Rosie is survived by other “Daughters” and “Sons”, God children, cousins, host of aunts, uncles, nieces, nephews, great nieces, great nephews, surrogate youths, beautiful Greggs In Laws, “The Clique” of Rust College, her former colleagues, community members, beautiful neighbors, dear friends, wonderful St Luke Church family, and thousands of educated scholars who are now productive citizens in society:

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that the Township of Irvington hereby mourns the loss of Rosie Mae Winston Greggs; 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 Rosie Mae Winston Greggs.

Adopted

Absent: Hudley, Lyons

Cox – Beasley 8. Authorize Fair and Open Professional Services Contract for Budget Consultant – Cheryl G. Fuller – Not To Exceed \$35,000.00 – July 1, 2019 to June 30, 2020

**RESOLUTION AUTHORIZING FAIR AND OPEN PROFESSIONAL SERVICE
CONTRACT FOR BUDGET CONSULTANT**

WHEREAS, the Request for Proposals for professional Budget Consultant Services was publicly advertised in the New Jersey Star Ledger on May 08, 2019 with a deadline for qualifications to be submitted on May 22, 2019; and

WHEREAS, one qualification was received and publicly opened by the Purchasing Agent and Municipal Clerk; and

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

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

Cheryl G. Fuller, CPA
P.O. Box 418
Maplewood, N.J. 07040

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that a contract for Budget Consultant be awarded to Cheryl G. Fuller, CPA, PO Box 418 Maplewood, NJ 07040, on the basis of their response to the request for proposal selection criteria and qualifications, for an annual amount of \$35,000.00. The provider will be paid \$2,916.66 per month for one year starting on July 01, 2019 until June 30, 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; and

BE IT RESOLVED that the required certification of availability of funds C9-00248 in the amount of \$2,916.66 from account number 9-01-20-110-113-256 has been obtained from the Chief Financial Officer for the first month payment and the remaining balance will be certified upon the adoption of the 2018 and 2019 budget.

Adopted

Absent: Hudley, Lyons

Inman – Burgess 9. Amend Resolution DA 18-0530-17 for Communication Services – Change Payee From Municipal Capital Finance to Johnston Communication

A RESOLUTION AMENDING RESOLUTION DA 18-0530-17 WHICH AUTHORIZED THE TOWNSHIP TO ENTER INTO A LEASE AGREEMENT WITH A STATE CONTRACT OVER THE BID THRESHOLD

WHEREAS, on February 28, 2017, resolution number DA 17-0328-22 approved a contract for Johnston Communication over the bid threshold for the purchase of a new telephone system; and

WHEREAS, Johnston Communication under State Contract number T-1316, solicitation number 21415 provided a quote to the Township for said service for an amount of \$356,749.09; and

WHEREAS, on May 30, 2018, resolution number DA 18-0530-17 amended this contract to change the payee to Municipal Capital Finance of 4600 Broadway, Allentown, PA 18104 as the Township took the lease option for the payment of said service; and

WHEREAS, on May 02, 2019, the Executive Vice-President of Johnston Communication has advised the Township that Johnston Communication is no longer utilizes Municipal Capital Finance of 4600 Broadway, Allentown, PA 18104 for Financing and Leasing of Equipment; and

WHEREAS, Johnston Communication would like payment to be remitted to Johnston Communications, PO Box 390, Kearny, NJ 07032.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the Township of Irvington hereby authorizes the Qualified Purchasing Agent to enter into a lease agreement with Johnston Communication of PO Box 390, Kearny, NJ 07032 for the total amount of \$356,749.09; and

BE IT FURTHER RESOLVED that lease agreement will take effect of original resolution dated February 28, 2017.

Adopted

Absent: Hudley, Lyons

Cox – Frederic 10. Authorize Not To Exceed \$60,000.00 Increase in Contract for Disposal of Recyclable Waste Based On Increased Tonnage Amount – Integrity Recycling and Waste

A RESOLUTION INCREASING THE NOT TO EXCEED AMOUNT FOR THE DISPOSAL OF RECYCABLE WASTE CONTRACT

WHEREAS, resolution number DPW 17-0815-33 was approved by the Municipal Council on August 15, 2017 for disposal of recyclable waste product for an amount not to exceed \$200,000.00; and

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

WHEREAS, it was determined that additional \$60,000.00 is needed for disposal of recyclable waste product; and

THEREFORE, BE IT RESOLVED, that the contract for disposal of recyclable waste is hereby amended to an amount not to exceed \$260,000.00 to Integrity Recycling & Waste of 111 Route 31, suite 223, Flemington, NJ 08822; and,

BE IT RESOLVED, that the Mayor be and is hereby authorized to execute amended contract for this service with Integrity Recycling & Waste of 111 Route 31, suite 223, Flemington, NJ 08822, increasing the total contract amount to \$260,000.00; and,

BE IT RESOLVED, that the Municipal Clerk is hereby authorized to send this resolution to the Division of Local Government Service for approval as this change order exceeds 20% of the original Contract and the same be advertised; and,

BE IT RESOLVED, that Certification of Funds number C7-00256 has been obtained from the Chief Financial Officers for the total sum of \$60,000.00 charged to account number 9-01-32-465-465-118.

Adopted
Absent: Hudley, Lyons

Frederic – Beasley 11. Authorize Contract With Ray Palmer Associates Over the Pay to Play Threshold of \$17,500.00 and Under the Bid Threshold of \$40,000.00 – Pool Chemicals – Based Upon Low Quotation Not To Exceed \$32,934.00

AUTHORIZING PURCHASE OVER THE PAY TO PLAY THRESHOLD OF \$17,500.00 FOR ORANGE PARK SWIMMING POOL CHEMICAL SYSTEM

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, Recreation Department is in need of Chemical for Orange Park Swimming Pool; and

WHEREAS, the Township Engineer has obtained two quotes from Ray Palmer Associates and Mainline Commercial Pools; and

WHEREAS, Ray Palmer Associates of 95 King Street, Dover, NJ, 07801 has provided the lowest quote for this service; and

WHEREAS, in compliance with 19:44a-20.13 et., seq., Ray Palmer Associates of 95 King Street, Dover, NJ, 07801 will exceed the Pay-to-Play threshold of \$17,500.00 for calendar year 2019; and

WHEREAS, Ray Palmer Associates of 95 King Street, Dover, NJ, 07801 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 -00235 in the amount of \$32,934.00.00 from account number C-04-56-852-019-912 has been obtained from the Chief Financial Officer.

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: Hudley, Lyons

Burgess – Cox 12. Authorize Contract for IT Servers, Transceiver and Software - SHI International Corp Not to Exceed \$96,178.59

RESOLUTION AUTHORIZING A CONTRACT WITH A STATE CONTRACT
VENDOR SHI INTERNATIONAL CORP.

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

WHEREAS, the Police Director wishes to purchase servers, transceiver and software; and

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

WHEREAS, vendor has provided the Township with a quote for the servers, transceiver and software a total amount of \$96,178.59 under New Jersey state contract number 89851; and

WHEREAS, the Township of Irvington intends to enter into contract with SHI International Corp through this resolution;

NOW, THEREFORE, BE IT RESLOVED, that the Municipal Council of the Township of Irvington hereby authorizes the Qualified Purchasing Agent to enter into a contract with SHI International Corp of 290 Davidson Ave, Somerset, NJ 08873 for an amount not to exceed \$96,178.59 under the New Jersey State Contract number 89851; and

BE IT FURTHER RESLOVED, that the required certification of availability of funds C9-00178 in the amount of \$96,178.59 from account number 9-01-31-440-441-298 has been obtained from the Chief Financial Officer; and

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

Adopted
Absent: Hudley, Lyons

Cox – Inman 13. Ratify Labor Contract Extension – Firefighters Local 14 – January 1, 2016 Through June 30, 2023

WHEREAS, the Township of Irvington and the Irvington Firefighter Local 14 has engaged in labor negotiations for the purpose of establishing salaries and other conditions of employment for members of said association if the Township of Irvington; and

WHEREAS, the Township of Irvington and the Irvington Firefighter Local 14 have mutually agreed to the salaries and other conditions of employment for the period beginning January 1, 2016 and ending June 30, 2023:

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 Extension 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 Extension Agreement.

Adopted
Absent: Hudley, Lyons

10. Communication and Petitions

A. Communications

1. League of Municipalities – Legislative Bulletin #2

11. Pending Business

None

12. Miscellaneous

None

Special Presentations to the Codey Foundation – Designating Irvington as a Stigma-Free Community.

NON-CONSENT AGENDA ITEMS

8. Ordinances, Bills & Claims

A. Ordinances on 1st Reading

None

B. Ordinances on 2nd Reading

None

C. Bills & Claims

Cox – Beasley 1. Bill Lists

RESOLVED THAT THE BILLS AND CLAIMS AGAINST THE TOWNSHIP OF IRVINGTON FOR A PERIOD JUNE 10, 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	\$614,276.64
TOTAL	\$614,276.64

Adopted
No: Inman
Absent: Hudley, Lyons

Cox – Beasley 2. Payrolls

May 10, 2019

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REGULAR	OVERTIME	OTHER	TOTAL
\$1,559,613.55	\$154,690.17	\$192,467.79	\$1,906,771.51

Adopted
Absent: Hudley, Lyons
No: Inman

May 24, 2019

REGULAR	OVERTIME	OTHER	TOTAL
\$1,588,105.56	\$147,190.73	\$121,533.48	\$1,856,829.77

Adopted
No: Inman
Absent: Hudley, Lyons

9. Resolutions & Motions

A. Resolutions

Burgess – Cox 14. Qualify Pool of Three Law Firms for Legal Services In Connection With Foreclosure Actions Based Upon Requests for Proposals - Eric M. Bernstein & Associates, LLC; Goldenberg, Mackler, Sayeih GMS Law; And O'Donnell McCord, P.C. – July 1, 2019 to June 30, 2020

RESOLUTION AUTHORIZING QUALIFYING FORECLOSURE COUNSEL

WHEREAS, the Request for Qualifications for professional Foreclosure counsel services was publicly advertised in the New Jersey Star Ledger on May 05, 2019 with a deadline for qualifications to be submitted on May 22, 2019; and

WHEREAS, three qualifications were received and publicly opened; and

WHEREAS, said qualifications were referred to the Township Attorney; and

WHEREAS, the Township Attorney has recommended that award should be made to the following firm:

Eric M. Bernstein & Associates, LLC
Eric M. Bernstein
34 Mountain Blvd., Building A
P.O. Box 4922
Warren NJ 07059

Goldenberg, Mackler, Sayeih GMS Law
Keith A. Bonchi
660 New Road, Suite 1A
Northfield, NJ 08225

O'Donnell McCord, P.C
Matthew J. O'Donnell
15 Mount Kemble Ave.
Morristown, NJ 07960

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that the above three vendors are qualified for the services of professional foreclosure services and the Township Attorney will prepare separate resolutions for all cases assigned to each of the above vendors.

BE IT FURTHER RESOLVED, that this qualification is for one year starting on July 01, 2019 and ending on June 30, 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
No: Inman
Absent: Hudley, Lyons

Cox – Beasley 15. Authorize Emergency Contract for Street Sweeping – Shauger Property Service – Not To Exceed \$55,680.00

RESOLUTION TO AWARD AN EMERGENCY CONTRACT FOR STREET SWEEPERS SERVICE

WHEREAS, on June 03, 2019, it was discovered that all the street sweepers were inoperable, and;

WHEREAS, DPW was unable to clean streets, and;

WHEREAS, the Public Works Director declared an emergency to provide emergency street sweeping service around the Township, and;

WHEREAS, Shauger Property Service, 429 Dodd Street, East Orange, NJ 07017 was called and services were rendered to provide sweeping service and;

WHEREAS, this situation constitutes a threat to public health, safety, welfare, and the Public Works Director declared an Emergency to provide sweeping service immediately. Shauger Property Service, 429 Dodd Street, East Orange, NJ 07017 had the necessary equipment and staff was available immediately to perform the work on an emergency basis, and;

WHEREAS, the Mayor concurred with the DPW Director and approved said emergency, and;

WHEREAS, the total cost to provide emergency recovery service to the Township was \$55,680.00 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 Shauger Property Service, 429 Dodd Street, East Orange, NJ 07017, for an amount not to exceed \$55,680.00

BE IT FURTHER RESOLVED, that the required certification of availability of funds C9-00239 in the amount of \$55,680.00 from account number 9-01-21-165-165-299 has been obtained from the Chief Financial Officer.

Adopted
No: Inman
Absent: Hudley, Lyons

Frederic – Burgess 16. Authorize Issuance of Not To Exceed \$10,500,000.00 Tax Anticipation Notes for Calendar Year 2019

**AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$10,500,000 TAX
ANTICIPATION NOTES OF CY 2019
OF THE TOWNSHIP OF IRVINGTON, IN THE COUNTY OF ESSEX, NEW
JERSEY.**

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

Section 1. In anticipation of the collection of taxes during the current fiscal year, we are hereby authorized to be issued tax anticipation notes of the Township, each to be known as "Tax Anticipation Note of CY-2019," in amounts not exceeding \$10,500,000.00. The proceeds of such notes shall be applied only to purposes provided for in the budget or for which taxes are levied for the current year.

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

CERTIFICATE WITH RESPECT TO TAX ANTICIPATION NOTES

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

1. The gross borrowing power in respect to tax anticipation notes for the calendar fiscal year of 2019, being 30 percent of the tax levy for all purposes of the calendar fiscal year of 2018, plus 30 percent of the amount of miscellaneous revenues realized in cash during the calendar fiscal year of 2018, is \$41,282,828.48.

2. The amount of notes outstanding in anticipation of the collection of taxes of the calendar fiscal year of 2018, except such notes as will be renewed by or paid from the proceeds of the notes to be issued, is \$ -0-.

3. The net borrowing power, being the excess of the first over the second of the two above amounts, is \$41,282,828.48.

4. This certificate is made with respect to \$10,500,000.00 Tax Anticipation Notes of CY-2018 about to be authorized by the Township Council of the Township of Irvington.

IN WITNESS WHEREOF, I have hereunto set my hand this 11th day of June, 2019.

Faheem J. Ra'Oof, Chief Financial Officer

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

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

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

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

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

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

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

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

Section 6. Any instrument issued pursuant to this resolution shall be a general obligation of the Township, and the full faith and credit of the Township are hereby pledged to the punctual payment of the principal of and the interest on the obligations.

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

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

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

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

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

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

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

Section 10. This resolution shall take effect immediately.

CERTIFICATE

I, Harold E. Wiener, Clerk of the Township of Irvington, in the County of Essex, State of New Jersey, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the governing body of the Township duly called and held on June 11, 2019 has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Township this 11th day of June, 2019.

Harold E. Wiener, Clerk

(SEAL)

Adopted
No: Inman
Absent: Hudley, Lyons

Cox – Beasley 17. Authorize Issuance of 3rd Quarter Estimated Tax Bills and Establish Calendar Year 2019 Preliminary Municipal Tax Levy

Preparation of Estimated Tax Bills

WHEREAS, the Township of Irvington's Tax Collector will be unable to issue tax bills by June 14, 2019 as required by law, due to the delay to strike a tax rate, and

WHEREAS, the Governing Body has determined that there will be insufficient cash flow to support operations in late July 2019 unless third quarter revenue is received on time, and

WHEREAS, the Assistant Municipal Tax Collector and the Chief Financial Officer have reviewed and computed an estimated tax levy in accordance with N.J.S.A. 54:4-66.3,

NOW, THEREFORE, BE IT RESOLVED that the Governing Body of the Township of Irvington, County of Essex, State of New Jersey, hereby authorizes that:

1. The Assistant Municipal Tax Collector is directed to prepare and issue estimated tax bills for the Township of Irvington for the third quarter 2019, in accordance with the provisions of N.J.S.A. 54:4-66.2 et seq.
2. The entire estimated tax levy for 2019 is hereby set at **\$104,720,197.84.**
3. The Township of Irvington takes any additional steps necessary to immediately implement this resolution.

Adopted
No: Inman
Absent: Hudley, Lyons

Cox - Burgess 18. Award Bid – Eleven Police Vehicles – Beyer Ford - \$508,204.50

**RESOLUTION AWARDING A CONTRACT FOR THE PURCHASE OF
ELEVEN (11) SPORT UTILITY VEHICLES (SUV)**

WHEREAS, sealed bids were received on June 06, 2019 for the purchase of eleven (11) Sport Utility Vehicles for the Police Department in response to published advertisement for bids in the New Jersey Star Ledger on May 13, 2019; and

WHEREAS, one bid was received and opened by the Municipal Clerk and the Purchasing Agent; and

WHEREAS, the bid received was reviewed according to the New Jersey Local Public Contract law, and referred to the Police Director for review and recommendation; and

WHEREAS, the Police Director has recommended that the award should be made to Beyer Ford, 170 Ridgedale, Morristown, NJ 07960 on the basis of their lowest responsible, responsive bid of \$508,204.50; and

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that a contract for the purchase of 11 SUV for the Police Department be awarded to Beyer Ford, 170 Ridgedale, Morristown, NJ 07960, on the basis of their lowest, responsible, responsive bid of \$508,204.50; and

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

BE IT FURTHER RESOLVED, the Township Clerk is authorized to return the bid security for this project to all bidders; and

BE IT FURTHER RESOLVED, that the required certification of availability of funds C9-00214 in the amount of \$508,204.50 from account number C-04-56-852-019-907 has been obtained from the Chief Financial Officer.

Adopted
No: Inman
Absent: Hudley, Lyons

12. Miscellaneous

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

There were no requests to be heard.

13. Adjournment

There being no further business, the meeting was adjourned at 7:55 P.M.

Renee C. Burgess, Acting Council President

Harold E. Wiener, Municipal Clerk