

REGULAR COUNCIL MEETING
NOVEMBER 22, 2021

Virtual Zoom Meeting
Irvington, N.J. – Monday Evening
November 22, 2021 - 7:30 P.M.

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

Present: Jamillah Z. Beasley, Vernal C. Cox, Sean C. Evans, Charnette Frederic, October Hudley, Orlander G. Vick, Renee C. Burgess, President

Absent: None

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. St. Hubert's Animal Welfare Centers – Monthly Intake, Outcome, and Case (Dispatch) Reports for October, 2021
2. Municipal Court – Weekly Summary Report – November 1, 2021 To November 5, 2021
3. Municipal Court – Weekly Summary Report – November 8, 2021 To November 12, 2021

7. Reports of Committees

- A. Bid Results - Police Training Building and Grove Street Fire House - November 10, 2021
- B. Bid Results - Snow Removal for 2021- November 10, 2021

ALL ITEMS LISTED ON THE CONSENT AGENDA ARE CONSIDERED ROUTINE BY THE MUNICIPAL COUNCIL AND HAVE BEEN LISTED FOR ONE ROLL CALL VOTE FOR ADOPTION OF ALL ITEMS

8. Ordinances, Bills & Claims

A. Ordinances on First Reading

None

B. Ordinances on Second Reading

None

C. Bills & Claims

Cox- Hudley

1. Bill Lists

RESOLVED THAT THE BILLS AND CLAIMS AGAINST THE TOWNSHIP OF IRVINGTON FOR A PERIOD NOVEMBER 22, 2021 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 THEADMINISTRATION, 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	\$1,836,834.05
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Adopted

Cox - Hudley

2. Payrolls

November 5, 2021

REGULAR	OVERTIME	OTHER	TOTAL
\$1,602,112.08	\$206,117.13	\$115,072.25	\$1,923,301.46

November 19, 2021

REGULAR	OVERTIME	OTHER	TOTAL
\$1,598,279.02	\$192,242.77	\$205,158.84	\$1,995,680.63

Adopted

9. Resolutions and Motions

A. Resolutions

Beasley - Hudley

1. Authorize Cancellation of Taxes on Township Owned Properties For

2018, 2019, 2020 and 2021

RESOLUTION TO CANCEL TAXES ON TOWNSHIP OWNED PROPERTIES

WHEREAS, N.J.S.A. 54:4-54, Allows the County Board of Taxation or the governing body of the taxing district to order the correction to be made and a refund of any payments made (with no interest) when by mistake, a property has been twice entered and assessed on the tax duplicate; and

WHEREAS, the tax collector, is reporting the taxes need to be canceled on taxes were assessed to Township of Irvington owned properties for the tax years 2018, 2019, 2020 and 2021; and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Irvington; hereby authorizes the cancellation of taxes for the tax years 2018, 2019, 2020 and 2021 on Township of Irvington owned properties.

Adopted

Cox – Burgess

2. Ratify Best Practices Checklist for CY 2021

WHEREAS, Local Finance Notice 2021-17 requires that the governing body of each municipality receiving ETR or CMPTRA state aid discuss the CY 2021 Best Practice Inventory as prepared by the Chief Financial Officer at a public meeting; and

WHEREAS, the Chief Financial Officer has submitted the CY 2021 Best Practices Inventory to the Municipal Council for the review and discussion; and

WHEREAS, the Municipal Council has reviewed and discussed the CY 2019 Best Practice Inventory at their October 25, 2021 public meeting:

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that the Municipal Clerk is hereby authorized and directed to execute the CY 2021 Best Practice Public Meeting Certification Plan and forward same to the Director of the Division of Local Government Services along with a certified copy of this resolution as evidence that the governing body has complied with the provisions of Local Finance Notice 2021-17.

Adopted

Beasley – Hudley

3. Resolution of Sorrow – Claud Davis

**RESOLUTION OF SORROW
CLAUD DAVIS**

WHEREAS, God, in his infinite wisdom, has taken from amongst our ranks Claud Davis; and

WHEREAS, the Municipal Council of the Township of Irvington wishes to express their deepest sorrow to the family of Claud Davis; and

WHEREAS, Claud Davis, 87, of Irvington, New Jersey entered eternal rest on Tuesday, November 9,

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2021. He was born in Evergreen, Alabama, on December 24, 1933, to the late Rev. Joseph and Clara Davis, and was baptized at Sandy Grove Missionary Baptist Church; and

WHEREAS, Claud completed his primary education in the Conecuh County school system. He graduated from Conecuh County Training (Thurgood Marshall High School). He enlisted in the United States Marine Corps where he briefly served his country. He returned to Alabama and wed his devoted and loving wife of 53 years, the late Mary Louise Jackson Davis on September 4, 1954. To this union five children were born. Together they embarked on a fulfilling life journey. Like many others, they migrated from the south to the north and settled in New Jersey. A caring and committed, family-centered man, this True Patriarch trailblazed the way for siblings from both their families who followed them up north in search of new beginnings; and

WHEREAS, Claud first put down roots in New Brunswick where he resided for 6 years. Then he moved to Newark where he and his family established lifelong friendships and thrived in that community for 15 years before relocating to Irvington. He attended night school studying to become an electrician while working at Kentile. He later worked at Ford Motor Company. There he seized the opportunity to further his education at Ivy League Cornell University in Ithaca, New York, and completed formal studies and training in work standards and time management. A born leader, he served as a union representative who earned the trust, support, and respect of his coworkers by leading the charge to stand up and fight against racism, injustice, and inequality in the workplace. He retired from Ford Motor Company after 35 years of service; and

WHEREAS, Claud attained the highest station in masonry, 33 degrees. As a Shriner and Master Mason, he served as Imperial Grand Potentate, Deputy Imperial Grand Potentate of the Eastern Coast Assembly, High Priest of the Royal Arch, Eminent Commander of the Knights Templar, Most Worshipful Grand Master of the Most Worshipful Garden State Grand Lodge, and Grand Patron of Garden of Paradise Grand Chapter, as well as holding many other positions and titles throughout his masonic career that spanned nationally and internationally throughout North America, Canada, and The Bahamas. He was acknowledged as a masonic historian and teacher. As one of the founding members of the Most Worshipful Garden State Grand Lodge, AF&AM, and Garden of Paradise Grand Chapter, OES, in Irvington, New Jersey, he was an essential thread that held together their traditional beliefs and practices; and

WHEREAS, Always keeping God first, Claud was an active member of Solid Rock Baptist Church in Irvington, New Jersey for over 40 years. With an angelic voice, he continually praised the Lord with songs, served on the Board of Trustees for many years and later served as a Deacon up until his passing, before which time he was the oldest living member of the church. Even as the oldest member, he related to, embraced, encouraged, and supported his fellow congregants. And they revered him, always ready to help him up or down steps, drive him to and from places, or simply make sure that he was handled with care. He was a good and faithful servant who truly appreciated his church family; and

WHEREAS, Claud was a staple in the community of Irvington for over 45 years. He served as a member of the Township of Irvington Planning Board. He was renowned for his leadership and insight and had rapports with the County Executive, Mayor, Chief of Police, and many other community and business leaders. He was the “go to” person; the voice of reason who was resourceful and knew how to handle any issue that needed to be addressed with tact and diplomacy. He spearheaded countless charitable events, such as providing groceries for seniors and Christmas toy drives for children. He

made close neighbors and members of his community know that they were relevant. (Special thanks to long-time, caring friends and neighbors Salina Arrington, Joe and Sylvia Rawls, Lewis Bowens, Quadree Mosley and Joanne Wright.); and

WHEREAS, Above all, Claud loved his family. He was a devoted husband, loving father, doting grandfather, consummate provider, and true friend. He will forever be remembered for the wisdom that he shared. He was a great orator with the wit to convey a message or lesson and he had the ability to make stories come to life and resonate in you. His wisdom, wit, and storytelling, combined with the affectionate nicknames that he gave to all his nieces and nephews, are a few examples of how he made everyone know that they personally mattered to him; and

WHEREAS, Claud is preceded in death by his father, Rev. Joseph Davis and mother Clara Davis; wife, Mary Louise Jackson Davis; and sisters Hattie Beatrice Davis, B. Carolyn Davis and Minnie Ruth Davis Bradley; and

WHEREAS, He leaves to cherish his life, legacy and memory six children, Loretha Cross, Horan Davis, Sanford Earl Davis (Nona), Claudette Davis Askew (David), Sheryl Lynn Davis and Clara Domita Davis; Special daughter Felicia Thomas Moore (Wilbur); 14 grandchildren, Sheryl Shena Cross, LaKesha Cross, Horan Rahon Davis (Nekesha), Malashia Ashzmeir Davis Black, Charles Cedell Carter, Shakyra Destini Davis, Shaliah Faith Davis, Shaniah Hope Davis, Hailey Jalia Askew, Natalya Donisha Monah Moore (Travis), Claude Hasid Burks, Jhakya Elan Burks, Amore Joi Lee and Kiah Nicole Lee; Special granddaughters Shaquanah Shaniquah Shade Miller (Curtis) and Allante Brown Laster (Restageo); 12 great grandchildren; three sisters, Cleopatra Davis Williams, Gloria Davis McNair (Huie) and Julia Ann Davis Warren; two brothers, Joseph Huly Davis (Annette) and George Edward Davis (Voncile); two brothers-in-law, William Edward Teal and Larry Jackson (Loretta); and six sisters-in-law, Delores Pickett Jackson, Ora Lee Jackson, Betty Blount Jackson, Sara Pearl Jackson Brooks, Gloria Patricia Jackson Marshall (Hubert) and Jacqueline Jackson Davis (James); and a host of other beloved family members and friends.

WHEREAS, From the cradle to the grave Claud understood “A charge to keep I have, a God to glorify.” All who knew and loved him are now charged to continue the legacy Claud leaves behind to “Trust in the Lord with all thine heart; And lean not unto thine own understanding. In all thy ways acknowledge him, And he shall direct thy paths.” (Proverbs 3:5-6 KJV)

NOW THEREFORE BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that the Township of Irvington joins with the many family, friends and acquaintances of Claud Davis in mourning this loss of one of Irvington’s most wonderful and dedicated persons; and

BE IT FURTHER RESOLVED that a copy of this resolution be spread upon the minutes of this governing body in lasting tribute to Claud Davis.

Adopted

Frederic - Burgess

4. Adopt Municipal Integrated Pest Management Policy

RESOLUTION ADOPTING MUNICIPAL INTEGRATED PEST MANAGEMENT POLICY

WHEREAS, it is the desire of the Mayor, the Municipal Council, the Irvington Department of Health and the Irvington Health Coalition to promote matters which benefit the health, welfare, comfort and safety of the community; and

WHEREAS, scientific studies associate exposure to pesticides with increased risk for multiple health conditions, dangers to local wildlife, the pollution of streams and watershed; and

WHEREAS, Integrated Pest Management (IPM) is characterized as the coordinated use of pest and environmental information and all available pest control methods to prevent unacceptable levels of pest damage by the most economical means with the least possible hazard to people, property and the environment; and

WHEREAS, Integrated Pest Management (IPM) has been vetted and considered by the Department of Health and Irvington Health Coalition and it is recommended by both entities as a desirable and appropriate policy in order to reduce the use and impact of pesticides; and

WHEREAS, the Mayor and Municipal Council have determined that it is in the best interest of the health, welfare, comfort and safety of the Township's residents to adopt Integrated Pest Management as the Township's policy for managing pests such as rodents;

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the Township of Irvington that the Township does hereby adopt Integrated Pest Management, as the pest control policy and strategy to be employed in the maintenance of the Township's public properties and facilities, and

BE IT FURTHER RESOLVED that the Mayor and the Municipal Council encourage all citizens to make every effort to participate in this endeavor on their own property.

Adopted

Cox – Beasley

5. Authorize Accelerated Tax Sale for 2021

RESOLUTION TO HOLD AN ACCELERATED TAX SALE

WHEREAS, the Township of Irvington desires to hold, pursuant to N.J.S.A. 54:5-19, an accelerated sale of Tax Liens, on or before December 31, 2021; and

WHEREAS, a list of said Tax Liens will be created after the Calendar Fiscal Year 2021 4th quarter grace period has expired; and

WHEREAS, the Township of Irvington shall mail by regular or certified mail, two (2) Tax Sale Notices in lieu of two publications in the local newspaper; and

WHEREAS, the mailing cost of each notice is not to exceed \$25.00 for each notice, pursuant to N.J.S.A.54:5-26; and

WHEREAS, the Township of Irvington shall collect the cost of sale fee of 2% of the existing delinquency, not less than \$15.00 and not more than \$100.00 for each parcel listed pursuant to N.J.S.A.54:5-38; and

WHEREAS, the fees for the cost of mailing each notice is permissive and does not have to be charged to each parcel listed in the Accelerated Tax Sale; and

WHEREAS, the 2% cost of sale fee is not permissive and must be collected for each parcel, not less than \$15.00 and not more than \$100.00;

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that it hereby authorizes the Township of Irvington to conduct an accelerated sale of Tax Liens and collect the \$25.00 per tax sale notice and to collect the 2% cost of sale for each delinquency in the tax sale list.

Adopted

Hudley – Frederic

6. Authorize Removal of Handicap Parking Space In Front of 9 Highland Terrace – Property Abandoned

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 9 Highland Terrace; and

WHEREAS, the Police Department has determined that the property located at 9 Highland Terrace is abandoned and that there is no longer any need to for the restricted handicapped parking space in front 9 Highland Terrace:

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 9 Highland Terrace 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 9 Highland Terrace.

Adopted

Cox – Frederic

7. Establish Handicapped Parking Spaces in Front of 27 Cummings Street, 83 Coolidge Street, 387 Isabella Avenue and 240 – 40th Street

WHEREAS, N.J.S.A. 39:4-197.5 provides that a Municipality may by resolution provide for restricted parking space(s) in front of residence(s) 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

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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 space(s) in front of 27 Cummings Street, 83 Coolidge Street, 387 Isabella Avenue and 240 – 40th Street

NOW, THEREFORE BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that a parking space restricted for use by any person who has been issued a special vehicle identification card pursuant to the provisions of N.J.S.A. 39:4-205, when using a motor vehicle on which is displayed a certificate, for which a special vehicle identification card has been issued pursuant to N.J.S.A. 39:4-206, be established in front of 27 Cummings Street, 83 Coolidge Street, 387 Isabella Avenue and 240 – 40th Street; and

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

Adopted

Burgess - Frederic	8. Authorize \$20.00 Refund of November 4, 2021 Raffle Application Fee – Number RA 1630 – Irvington Chamber of Commerce Foundation – Raffle Never Held
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WHEREAS, the Irvington Chamber of Commerce Foundation, Inc. filed raffle application number RA 1630 and paid the filing fee of \$20.00 for a raffle game to be held on November 4, 2021; and

WHEREAS, said raffle game was never held:

WHEREAS, as a result, the Irvington Chamber of Commerce Foundation, Inc., raffle application number RA 1630, wishes to be refunded the filing fee amounting to \$20.00:

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that the Director of Revenue and Finance is hereby authorized and directed to refund the above referenced filing fee for raffle application number 1630 in the amount of \$20.00 to the Irvington Chamber of Commerce Foundation, Inc., 20 Myrtle Avenue, Irvington, NJ 07111; and

BE IT FURTHER RESOLVED that the refund check for said organizations be marked for deposit only; and

BE IT FURTHER RESOLVED that the Director of Revenue and Finance is hereby authorized and directed to mail said refund check to the organization at the address listed above.

Adopted

Cox - Burgess	9. Approve Additional Funds for Legal Service in the Matter of Merlo v. Segundo et al. - Michael A. D'Aquanni, LLC – Not to Exceed \$15,315.00
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**RESOLUTION APPROVING ADDITIONAL FUNDS FOR
JOSEPH MERLO V. SEGUNDO LOJA, ET AL,**

DOCKET NO. ESX-L-007231-20

WHEREAS, on December 14, 2020 the law firm of Michael A. D'Aquanni, LLC was awarded a contract for Litigation Counsel Services for an amount not to exceed \$2,500.00 by resolution number TA 20-1214-43; and

WHEREAS the law firm of Michael A. D'Aquanni, LLC has submitted an estimated budget in the amount of \$15,315.00 to litigate this matter;

WHEREAS, the Township seeks to pay the law firm of Michael A. D'Aquanni, LLC 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 this matter is hereby increased to an amount not to exceed \$15,315.00.

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that the services performed by the firm of Michael A. D'Aquanni, LLC in excess of the contract amount is hereby ratified and confirmed for an amount not to exceed \$15,315.00; and

BE IT FURTHER RESOLVED, that total contract amount for this matter is hereby increased to an amount not to exceed \$15,315.00; and

BE IT FURTHER RESOLVED, that the Mayor and Municipal Clerk are hereby authorized to sign and execute an amended contract for Litigation Counsel Service; and

BE IT RESOLVED, that funds for this service will be paid from the Insurance Fund for a contract amount not to exceed \$15,315.00.

Adopted

Cox – Beasley 10. Approve Additional Funds for Legal Service in the Matter of Darrell Walker Washington v. Irvington, et al. - Lamb Kretzer – Not to Exceed \$9,900.00

**RESOLUTION APPROVING ADDITIONAL FUNDS FOR
DARRELL WALKER WASHINGTON V. IRVINGTON, ET AL,
DOCKET NO. 2:20-cv-06444**

WHEREAS, on November 9, 2020 the law firm of Lamb Kretzer was awarded a contract for Litigation Counsel Services for an amount not to exceed \$5,500.00 by resolution number TA 20-1109-33; and

WHEREAS the law firm of Lamb Kretzer has submitted an estimated budget in the amount of \$9,900.00 to litigate this matter;

WHEREAS, the Township seeks to pay the law firm of Lamb Kretzer 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 this matter is hereby increased to an amount not to exceed \$9,900.00.

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that the services performed by the firm of Lamb Kretzer in excess of the contract amount is hereby ratified and confirmed for an amount not to exceed \$9,900.00; and

BE IT FURTHER RESOLVED, that total contract amount for this matter is hereby increased to an amount not to exceed \$9,900.00; and

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

BE IT RESOLVED, that funds for this service will be paid from the Insurance Fund for a contract amount not to exceed \$9,900.00.

Adopted

Cox - Burgess

11. Authorize Contract for Legal Service in the Matter of Paul Atkinson, Tyrone Brown and Michael L. Randolph, Jr. v. Township of Irvington, et Al. - Murphy Orlando LLC – Not to Exceed \$15,000.00

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

WHEREAS, resolution number TA 21-1012-24 qualified six firms to provide litigation/defense counsel services for the Township of Irvington from November 01, 2021 until October 31, 2022; 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 Murphy Orlando LLC has the most experience to defend the Township of Irvington in the matter of Paul Atkinson, Tyrone Brown and Michael L. Randolph, Jr. v. Township of Irvington, et al, Docket No. ESX-L-7936-21; and

WHEREAS, the Township Attorney has recommended that a contract be awarded to Murphy Orlando LLC, 30 Montgomery Street, 11th Floor, Jersey City, NJ, 07302; 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 Murphy Orlando LLC, 30 Montgomery Street, 11th Floor, Jersey City, NJ, 07302 for a contract amount not to exceed \$15,000.00. The billing rate for this contract is \$150.00 per hour; and

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

BE IT FURTHER RESOLVED, that funds for this service will paid from the Insurance fund for a contract amount not to exceed \$15,000.00. The billing rate for this contract is \$150.00 per hour.

Adopted

Cox – Beasley

12. Authorize Contract for Legal Service in the Matter of Nicole L. Traynham v. Township of Irvington, et al. - Antonelli Kantor, PC – Not to Exceed \$5,000.00

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

WHEREAS, resolution number TA 21-1012-24 qualified six firms to provide litigation/defense counsel services for the Township of Irvington from November 01, 2021 until October 31, 2022; 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 Antonelli Kantor, PC has the most experience to defend the Township of Irvington in the matter of Nicole L. Traynham v. Township of Irvington, et al, Docket No. ESX-L-7249-21; and

WHEREAS, the Township Attorney has recommended that a contract be awarded to Antonelli Kantor, PC, 354 Eisenhower Parkway, Suite 1000, Livingston, NJ, 07039; 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 Antonelli Kantor, PC, 354 Eisenhower Parkway, Suite 1000, Livingston, NJ, 07039 for a contract amount not to exceed \$5,000.00. The billing rate for this contract is \$150.00 per hour; and

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

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

Adopted

Cox – Hudley

13. Designate 1386 Liberty LLC As Redeveloper Of 129 Mill Road, Block 307.01, Lot 6 And 873 Stuyvesant Avenue, Block 355, Lot 53 And Authorizing The Execution Of A Redevelopment And Land Disposition Agreement And The Transfer Of The Property In Connection Therewith

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF
IRVINGTON IN THE COUNTY OF ESSEX, NEW JERSEY, DESIGNATING
1386 LIBERTY LLC AS REDEVELOPER FOR THE REDEVELOPMENT OF**

CERTAIN PROPERTY IDENTIFIED AS BLOCK 307.01, LOT 6 AND BLOCK 355, LOT 53 ON THE OFFICIAL TAX MAPS OF THE TOWNSHIP AND IDENTIFIED IN THE TOWNSHIP TAX RECORDS, RESPECTIVELY, AS 129 MILL ROAD AND 873 STUYVESANT AVENUE; AND AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AND LAND DISPOSITION AGREEMENT AND THE TRANSFER OF THE PROPERTY IN CONNECTION THEREWITH

WHEREAS, the Township of Irvington (the “**Township**”) is authorized pursuant to the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.*, as amended and supplemented (the “**Redevelopment Law**”) to determine whether certain parcels of land within the Township constitute an area in need of rehabilitation and/or an area in need of redevelopment; and

WHEREAS, the Municipal Council of the Township (the “**Township Council**”), by Resolution No. UEZ 15-0714-1 dated July 14, 2015, adopted a resolution designating the entire Township as an area in need of rehabilitation (the “**Rehabilitation Area**”); and

WHEREAS, on August 11, 2015, the Township Council duly adopted Ordinance MC. 3549, enacting a redevelopment plan for the Rehabilitation Area entitled the *Township-Wide Area in need of Rehabilitation Redevelopment Plan* (the “**Township-Wide Redevelopment Plan**”), pursuant to the Redevelopment Law and in accordance with the procedures set forth therein; and

WHEREAS, to realize the redevelopment of the Rehabilitation Area, the Township Council determined to exercise the powers of redevelopment and serve as the “redevelopment entity”, as such term is defined at *N.J.S.A. 40A:12A-3*, responsible for carrying out redevelopment projects in accordance with the Redevelopment Plan, pursuant to *N.J.S.A. 40A:12A-4(c)*; and

WHEREAS, pursuant to the Redevelopment Law, including Section 8 thereof (*N.J.S.A. 40A:12A-8*), a municipality is permitted to contract with a redeveloper to undertake redevelopment projects pursuant to a redevelopment plan within the area designated in that plan; and

WHEREAS, the Township is the owner of certain properties located within the Rehabilitation Area, which properties are identified as Block 307.01, Lot 6 and Block 355, Lot 53 on the official tax maps of the Township and identified in the Township tax records, respectively, as 129 Mill Road and 873 Stuyvesant Avenue (the “**Property**”, as further described in Schedule A attached hereto and made a part hereof); and

WHEREAS, one of the parcels identified above is located both within the Rehabilitation Area and within a rehabilitation area designated by the Township in accordance with the Redevelopment Law, as the Urban Enterprise Zone Rehabilitation Area. This lot, identified on the Township tax maps as Block 355, Lot 53, is subject to the overlay zoning of the Urban Enterprise Zone Redevelopment Plan (as amended, the “**UEZ Redevelopment Plan**”, together with the Township-Wide Redevelopment Plan the “**Redevelopment Plan**”); and

WHEREAS, the Township hereby determines that the Property is no longer needed for public use, and that the redevelopment thereof in accordance with applicable provisions of the Redevelopment Plan will contribute to the rehabilitation and reinvigoration of the Township and to the social and economic improvement of the Township in accordance with the objectives of the Redevelopment Law; and

WHEREAS, 1386 Liberty LLC (the “**Redeveloper**”) proposes the acquisition of the Property, and the design, development, financing, rehabilitation, renovation and maintenance of the existing ground level commercial spaces (two to three units), and the six (6) residential units on the second and third floor (consisting of two-bedroom units) on Block 355, Lot 53; and the design, development, financing, rehabilitation, renovation and maintenance of the existing four (4) residential units (consisting of two-bedroom and three-bedroom units) on Block 307.01, Lot 6 as well as certain other on-site and offsite improvements as well as certain other on-site and offsite improvements (the “**Project**”); and

WHEREAS, the Township has determined that Redeveloper possesses the proper qualifications and experience to implement and complete the Project in accordance with the Redevelopment Plan, and desires to convey the Property to Redeveloper to effect the same; and

WHEREAS, in order to effectuate the Redevelopment Plan and the Project, the Township has determined to enter into a redevelopment and land disposition agreement with the Redeveloper, (the “**Redevelopment Agreement**”), which establishes Redeveloper as the “redeveloper” of the Project, as that term is defined in the Redevelopment Law, and which specifies the respective rights and responsibilities of the Township and the Redeveloper with respect to the Project and the terms and conditions of the conveyance of the Property,

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

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

Section 2. Redeveloper Designated; Execution of Redevelopment Agreement Authorized.

(a) The Mayor is hereby authorized to execute the Redevelopment Agreement, substantially in the form attached hereto as **Exhibit A**, subject to modification or revision deemed necessary or desirable in consultation with counsel, and to take all other necessary or desirable action to effectuate such Redevelopment Agreement.

(b) The Municipal Clerk is hereby authorized and directed, upon the execution of the Redevelopment Agreement in accordance with the terms of Section 2(a) hereof, to attest to the signature of the Mayor upon such document and is hereby further authorized and directed to affix the corporate seal of the Township upon such document.

(c) Upon execution of the Redevelopment Agreement, and so long as the Redevelopment Agreement remains in full force and effect, Redeveloper is hereby designated as “redeveloper” for the Project in accordance with the Redevelopment Law.

Section 3. Conveyance of Property Authorized.

(a) The Township Council hereby approves the conveyance of the Property; and authorizes the Mayor, upon the execution of the Redevelopment Agreement, in accordance with the terms of Section 2(a) hereof, to execute a deed conveying the Property to Redeveloper, together with any other necessary documents and/or agreements between the Redeveloper and the Township, subject to modification or revision in consultation with counsel, deemed necessary or desirable to effectuate

same. Said authorization includes delivery of the deed to the Property and any and all associated documents required to effectuate the conveyance of the Property.

(b) The Mayor and other necessary city officials and professionals are each hereby authorized and directed to execute and deliver such documents as are necessary to facilitate the transactions contemplated hereby and in the Redevelopment Agreement, and to take such actions or refrain from such actions as are necessary to facilitate the transactions contemplated hereby, in consultation with, as applicable, counsel to the Township, and any and all actions taken heretofore with respect to the transactions contemplated hereby are hereby ratified and confirmed.

(c) Upon the execution of the deed, together with any other necessary documents and/or agreements between the Redeveloper and the Township, in accordance with the terms of Section 3(a), the Municipal Clerk is hereby authorized and directed to attest to the signature of the Mayor upon such documents and is hereby further authorized and directed to affix the corporate seal of the Township upon such documents.

Section 4. 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 5. Availability of the Resolution. A copy of this resolution shall be available for public inspection at the office of the Municipal Clerk.

Section 6. Effective Date. This resolution shall take effect immediately.

Exhibit A

FORM OF REDEVELOPMENT AGREEMENT

[ON FILE IN OFFICE OF COMMUNITY DEVELOPMENT & PLANNING]

Adopted

Beasley – Hudley

14. Authorize The Execution Of An Escrow Agreement With Longpoint Realty Partners For The Redevelopment Of 428 Coit Street, Block 187, Lot 3 And 436-70 Coit Street, Block 189, Lot 1

RESOLUTION OF THE TOWNSHIP OF IRVINGTON AUTHORIZING THE EXECUTION OF AN ESCROW AGREEMENT WITH LONGPOINT REALTY PARTNERS FOR THE REDEVELOPMENT OF PROPERTY IDENTIFIED AS BLOCK 187, LOT 3 AND BLOCK 189, LOT 1 ON THE TAX MAPS OF THE TOWNSHIP AND COMMONLY KNOWN AS 428 COIT STREET AND 436-70 COIT STREET

WHEREAS, the Municipal Council (the “**Township Council**”) of the Township of Irvington (the “**Township**”) is authorized pursuant to the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “**Redevelopment Law**”), 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, the Township Council, by Resolution 94-0809-5 dated August 9, 1994, created the Township Urban Enterprise Zone (the “**UEZ**”) pursuant to the New Jersey Urban Enterprise Zones Act, *N.J.S.A. 52:27H-60 et seq.*; and

WHEREAS, the Township Council designated certain properties within and contiguous to the UEZ as an area in need of rehabilitation (the “**Rehabilitation Area**”) by Resolution UEZ 07-0227-5, dated February 27, 2007 in accordance with the requirements of *N.J.S.A. 40A:12A-14*; and

WHEREAS, the Township Council duly adopted a redevelopment plan by Ordinance MC No. 3351 dated September 11, 2007, to govern the redevelopment of the Rehabilitation Area (as amended, the “**Redevelopment Plan**”) in accordance with *N.J.S.A. 40A:12A-7*; 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, Longpoint Realty Partners (the “**Proposed Redeveloper**”) is the contract purchaser of certain property within the Rehabilitation Area identified in the Township tax records as 428 Coit Street And 436-70 Coit Street, designated as Block 187, Lot 3 and Block 189, Lot 1 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 an approximately 77,000 square foot industrial building (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 AGREEMENT

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (“Escrow Agreement”) is made as of the ____ day of _____ 2021 by and between **LONGPOINT REALTY PARTNERS** (the “**Proposed Redeveloper**”), with an address at 116 Huntington Avenue, Suite 601, Boston, MA 02116, 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, the Municipal Council (the “**Township Council**”) of the Township is authorized pursuant to the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “**Redevelopment Law**”), to determine whether certain parcels of land located in the Township constitute areas in need of redevelopment or rehabilitation and to create redevelopment plans which provide development controls for any area so designated; and

WHEREAS, the Township Council, by Resolution 94-0809-5 dated August 9, 1994, created the Township Urban Enterprise Zone (the “**UEZ**”) pursuant to the New Jersey Urban Enterprise Zones Act, *N.J.S.A. 52:27H-60 et seq.*; and

WHEREAS, the Township Council designated certain properties within and contiguous to the UEZ as an area in need of rehabilitation (the “**Rehabilitation Area**”) by Resolution UEZ 07-0227-5, dated February 27, 2007 in accordance with the requirements of *N.J.S.A. 40A:12A-14*; and

WHEREAS, the Township Council duly adopted a redevelopment plan by Ordinance MC No. 3351, dated September 11, 2007, to govern the redevelopment of the Rehabilitation Area (as amended, the “**Redevelopment Plan**”) in accordance with *N.J.S.A. 40A:12A-7*; and

WHEREAS, the Proposed Redeveloper is the contract purchaser of certain property within the Rehabilitation Area identified in the Township tax records as 428 Coit Street And 436-70 Coit Street, designated as Block 187, Lot 3 and Block 189, Lot 1 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, an approximately 77,000 square foot industrial building (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, 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 **THIRTY THOUSAND and 00/100 (\$30,000.00) 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, 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 **FIVE THOUSAND and 00/100 (\$5,000.00) 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 **FIFTEEN THOUSAND and 00/100 (\$15,000.00) 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:

LONGPOINT REALTY PARTNERS

Name:
Title:

By: _____
Name:
Title:

Adopted

10. Communication and Petitions

None

11. Pending Business

None

ALCOHOLIC BEVERAGE CONTROL BOARD

NOVEMBER 22, 2021

1. Chair Cox calls the Meeting to Order

Roll Call

2. New Business

Burgess - Hudley A. Authorize LVJ Planning Consumption License for 2021-2022 Licensing Year With Special 12:18 Ruling From State ABC

WHEREAS, the following named license holder did not completely file their renewal application for the renewal term of 2021-2022 as of the last day for filing and The Township of Irvington can no longer accept their application since the license has lapsed: and

WHEREAS, the license holder has filed a verified petition to the New Jersey Division of ABC requesting the issuance of a new license; and

WHEREAS, The Director of the New Jersey Division of Alcoholic Beverage Control has granted a special ruling authorizing the governing body to consider the issuance of a "new license" in the place of its old license pursuant to N.J.S.A. 33:1-12.18.

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL, ACTING AS THE ALCOHOLIC BEVERAGE CONTROL BOARD OF THE TOWNSHIP OF IRVINGTON, NEW JERSEY that the Local ABC Board hereby authorizes the issuance of a

"new license" pursuant to a special ruling issued by the Director of the New Jersey State Division of Alcoholic Beverage Control, pursuant to N.J.S.A 33:1-12.18 for the following applicant:

LVJ Planning, Inc.-0709-33-075-005
t/a D'Lorice

Adopted

3. Adjournment

12. Miscellaneous

A. General Hearing of Citizens and Council Members limited to three minutes per person (MUST SIGN UP IN ADVANCE OF MEETING)

Doris Sherrill, 35 Augusta Street

Council Members Frederic and Cox thanked Ms. Sherrill for her spirit of community giving.

On behalf of the Municipal Council, President Burgess wished all a Happy Thanksgiving.

13. Adjournment

There being no further business, the meeting was adjourned at 7:42 P.M.

Renee C. Burgess, Council President

Harold E Wiener, Municipal Clerk