

REGULAR COUNCIL MEETING
APRIL 11, 2022

Virtual Zoom Meeting
Irvington, N.J. – Monday Evening
April 11, 2022 - 7:30 P.M.

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

Present: Jamillah Z. Beasley, Sean C. Evans, Charnette Frederic, October Hudley, Orlander G. Vick

Absent: Vernal Cox, (excused), Renee C. Burgess, (excused)

Acting President Hudley 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. Municipal Court Weekly Summary Report For The Week Of March 21, 2022 To March 25, 2022
2. St. Hubert's Animal Welfare Centers – Monthly Intake, Outcome, and Case (Dispatch) Reports for March, 2022

7. Reports of Committees

- A. Bid Results - Speed Humps, 2022 - March 31, 2022

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

Frederic – Evans

1. Bill Lists

RESOLVED THAT THE BILLS AND CLAIMS AGAINST THE TOWNSHIP OF IRVINGTON FOR A PERIOD APRIL 11, 2022 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

| | |
|--------------------|----------------|
| CALENDAR YEAR 2022 | \$1,369,768.04 |
|--------------------|----------------|

Adopted
Absent: Cox, Burgess

Vick – Evans

2. Payrolls

March 25, 2022

| REGULAR | OVERTIME | OTHER | TOTAL |
|----------------|--------------|--------------|----------------|
| \$1,672,240.63 | \$190,864.32 | \$265,867.62 | \$2,128,972.57 |

Adopted
Absent: Cox, Burgess

9. Resolutions and Motions

A. Resolutions

Hudley - Frederic

1. Authorize Shared Services Agreement with Irvington Public Library for Licensed Qualified Purchasing Agent Services – 5 Years at a Monthly Rate of \$2,916.66

A SHARED SERVICES AGREEMENT WITH THE TOWNSHIP OF IRVINGTON AND IRVINGTON LIBRARY FOR THE PROVISION OF PURCHASING SERVICES; SPECIFICALLY THE SERVICE OF A QUALIFIED PURCHASING AGENT (QPA)

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WHEREAS, the Township entered into the shared service agreement with the Library for QPA service on June 14, 2016; and

WHEREAS, the shared-service agreement will expired on June 15, 2022; and

WHEREAS, the Township of Irvington and the Library would like to extend the shared service agreement for five years under the same terms and conditions of the original agreement; and

WHEREAS, the Library Board of Trustees finds that it is the public interest to enter a shared service agreement, pursuant to the provisions of NJSA 40A:65-1 et seq., the Uniformed Shared Services and Consolidation Act, to enter such an agreement for QPA services to be provided by the Township; and

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that a shared-service agreement between the Township and Library Board is hereby authorized for a Qualified Purchasing Agent (QPA) service.

BE IT RESOLVED that this shared-service agreement shall start on June 16, 2022 and expire on June 15, 2027; and

BE IT RESOLVED Attorney is hereby authorized and directed to review and approve shared-service agreement and the Mayor and Township Clerk are authorized and directed to sign the same; and

BE IT RESOLVED that the Irvington QPA - Althea Headley is, by virtue of entering this QPA shared service agreement is appointed the QPA for the Irvington Library and a copy of this resolution along with Althea Headley's QPA license will be submitted to Division of Local Government Service.

Adopted
Absent: Cox, Burgess

Beasley - Frederic 2. Authorize Purchases Over the Pay to Play Threshold of \$17,500.00 But Under the Bid Threshold of \$44,000.00 for Psychological Evaluations for Police Officers- Kanen Psychological

AUTHORIZING PURCHASES OVER THE PAY TO PLAY THRESHOLD OF \$17,500.00 BUT UNDER THE BID THRESHOLD OF \$44,000.00 FOR PSYCHOLOGICAL EVALUATIONS FOR POLICE OFFICERS

WHEREAS, the Police Department requires to complete psychological evaluations for new police recruits and return to work physicals; and

WHEREAS, the Township has obtained two quotes for this service from Dr. Jemour Maddux and Kanen Psychological herein attached; and

WHEREAS, Kanen Psychological of 76 West Ridgewood Ave, Ridgewood, NJ 07450 has provided the lowest quote for this service; and

WHEREAS, in compliance with 19:44a-20.13 et., seq., Institute for Forensic Psychology will exceed the Pay-to-Play threshold of \$17,500.00 for calendar year 2022; and,

WHEREAS, Institute for Forensic Psychology has completed and submitted the Township C-271, elect reports and political disclosure forms. These forms are on file in the Division of Purchasing Office and the Municipal Clerk; and

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WHEREAS, all purchases to the above vendor will not exceed the bid threshold of \$44,000.00; and
NOW, THEREFORE, BE IT RESLOVED, that the Municipal Council of the Township of Irvington hereby authorizes the
Qualified Purchasing Agent to pay Kanen Psychological in excess of pay to play threshold \$17,500.00 but under the bid
threshold of \$44,000.00; and

BE IT FURTHER RESOLVED that the duration of this authorization shall be until December 31, 2022

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: Cox, Burgess

Beasley - Vick

3. Authorize Contract for 911 Vesta Support Service by State Contract –
Johnston Communications - Not to Exceed \$39,367.87

**RESOLUTION AUTHORIZING 911 VESTA SUPPORT SERVICE CONTRACT WITH STATE
CONTRACT VENDOR JOHNSTON COMMUNICATION FOR AN AMOUNT NOT TO EXCEED
\$39,367.87**

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 Township wishes to purchase 911 Vesta Support service contract from Johnston
Communications, State of New Jersey Contract number 83925; and
NJ 07031 for an amount not to exceed \$39,367.87 for the new 911 Vesta support service, and;

BE IT FURTHER RESOLVED, that the Township Attorney is directed to prepare the appropriate contract for
such goods and services and the Mayor and Municipal Clerk is authorized to sign the same; and

BE IT FURTHER RESLOVED, that the required certification of availability of funds C22-0048
in the amount of \$39,367.87 from account number 2-01-25-240-240-118 has been obtained from the Chief
Financial Officer.

Adopted

Absent: Cox, Burgess

Hudley – Vick

4. Assign Professional Services Contract for Litigation/Defense Counsel
Services in the Matter of Corey Batts v. Township of Irvington - Chasan Lamparello
Mallon & Cappuzzo - \$150.00 Per Hour - 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 Chasan Lamparello Mallon & Cappuzzo

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has the most experience to defend the Township of Irvington in the matter of Corey Batts v. Township of Irvington, Docket No. ESX-L-006513-21; and

WHEREAS, the Township Attorney has recommended that a contract be awarded to Chasan Lamparello Mallon & Cappuzzo, 300 Lighting Way, Suite 200, Secaucus, NJ, 07094; and

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that a contract for Litigation/Defense counsel services be awarded to Chasan Lamparello Mallon & Cappuzzo, 300 Lighting Way, Suite 200, Secaucus, NJ, 07094 for a contract amount not to exceed \$5,000.00. The billing rate for this contract is \$150.00 per hour; and

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

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

Adopted
Absent: Cox, Burgess

Hudley - Beasley 5. Assign Professional Services Contract for Litigation/Defense Counsel Services in the Matter of Rise Against Hate Org. v. Township of Irvington, et al. - Murphy Orlando LLC - \$150.00 Per Hour - Not to Exceed \$5,000.00

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

WHEREAS, resolution number TA 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 Rise Against Hate.Org. v. Township of Irvington, et al, Docket No. ESX-L-365-22; 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 \$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

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

Adopted

Absent: Cox, Burgess

Beasley – Hudley

6. Authorize Reimbursement - Municipal Employee - \$1,741.74 For Payment for Zoom Meeting Account

RESOLUTION TO REIMBURSE MUNICIPAL EMPLOYEE \$1,741.74 FOR PAYMENT OF ZOOM MEETING ACCOUNT

WHEREAS, all purchases of goods and services must be procured using a purchase order; and

WHEREAS, N.J.S.A 40A:5A-1 et seq, requires that all purchases of goods and services must be encumbered prior to the issuance of said service; and

WHEREAS, N.J.S.A. 40A:11-5(5)(a)(i) requires that all purchases must be procured in a fair, open and competitive manner; and

WHEREAS, N.J.S.A. 54A:7-1.2. requires all vendors that are paid with taxpayers funds are required to have a New Jersey Business Registration Certificate and W-9 form on file with the Municipality for tax and audit purposes; and

WHEREAS, on May 03, 2021 – March 04, 2022, Honorable Mayor Anthony Vauss opted to pay for Zoom meeting software; and

WHEREAS, Honorable Mayor Anthony Vauss has submitted a request to be reimbursed for this service, which he paid with a credit card for an amount of \$1,741.74; and

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON authorize the Qualified Purchasing Agent to reimburse, Honorable Mayor Anthony Vauss the total sum of \$1,741.74 for Zoom Meeting software; and

BE IT RESOLVED that the required certification of availability of funds C22-0054 in the amount of \$1,741.74 from account number 2-01-20-110-110-299 has been obtained from the Chief Financial Officer.

Adopted

Absent: Cox, Burgess

Beasley – Frederic

7. Authorize Reimbursement - Municipal Employee - \$2,300.00 for Monthly Drop Box Account – January, 2021 to November, 2021

RESOLUTION TO REIMBURSE MUNICIPAL EMPLOYEE \$2,300.00 FOR PAYMENT OF EMERGENCY EXPENSES FOR DROP BOX ACCOUNT

WHEREAS, all purchases of goods and services must be procured using a purchase order; and

WHEREAS, N.J.S.A 40A:5A-1 et seq, requires that all purchases of goods and services must be encumbered prior to the issuance of said service; and

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WHEREAS, N.J.S.A. 40A:11-5(5)(a)(i) requires that all purchases must be procured in a fair, open and competitive manner; and

WHEREAS, N.J.S.A. 54A:7-1.2. requires all vendors that are paid with taxpayers funds are required to have a New Jersey Business Registration Certificate and W-9 form on file with the Municipality for tax and audit purposes; and

WHEREAS, due to the pandemic, a drop box account was acquired to ensure that the Municipal Court Prosecutors have access to files and information as need to conduct Municipal Court Sessions virtually; and

WHEREAS, Ramon E. Rivera, Township Attorney, has submitted a request to be reimbursed for this service, which he paid with a credit card for an amount of \$2,300.00; and

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON authorize the Qualified Purchasing Agent to reimburse, Ramon E. Rivera the total sum of \$2,300.00 for monthly drop box access from January 2021 – November 2021; and

BE IT RESOLVED that the required certification of availability of funds c22-0020 in the amount of \$2,300.00 from account number 0-01-20-155-155-299 has been obtained from the Chief Financial Officer.

Adopted

Absent: Cox, Burgess

Frederic – Hudley

8. Authorize Acceptance of Covid-19 Response Grant Funds From the Greater Newark Health Care Coalition and United Way Of Greater Newark

**RESOLUTION TO ACCEPT “COVID-19 RESPONSE FUNDING”
GREATER NEWARK HEALTH CARE COALITION and UNITED WAY OF GREATER NEWARK**

WHEREAS, in February 2022, the Township of Irvington, Department of Health and Senior Services received funds in the amount of \$108,000 from the United Way of Greater Newark which was flow through funding awarded by the NJ Department of Human Services to the Greater Newark Health Care Coalition.

WHEREAS, the Greater Newark Health Care Coalition and Greater Newark United Way have made said grant funds available to the Township of Irvington, Department of Health and Senior Services to support COVID-19 mitigation efforts.

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON the Chief Financial Officer are hereby authorized to accept and utilize the COVID-19 RESPONSE funding from the Greater Newark Health Care Coalition and Greater Newark United Way awarded to the Irvington Department of Health and Senior Services for COVID-19 mitigation efforts.

Adopted

Absent: Cox, Burgess

Beasley – Vick

9. Authorize Planning Board to Reexamine the Urban Enterprise Zone Redevelopment Plan and Provide Recommendations to the Municipal Council as To Redevelopment Plan Revisions

RESOLUTION OF THE TOWNSHIP OF IRVINGTON DIRECTING THE PLANNING BOARD TO REEXAMINE THE URBAN ENTERPRISE ZONE REDEVELOPMENT PLAN, AND PROVIDE RECOMMENDATIONS TO THE TOWNSHIP CITY COUNCIL AS TO REDEVELOPMENT PLAN REVISIONS

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

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 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 “**UEZ 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 UEZ Rehabilitation Area (as amended, the “**Redevelopment Plan**”) in accordance with *N.J.S.A. 40A:12A-7*; and

WHEREAS, the Township Council now desires to amend the Redevelopment Plan to clarify and revise certain development standards, uses and requirements set forth therein, in order to encourage and facilitate further redevelopment within the Redevelopment Area; and

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

1. **Generally.** The foregoing recitals are incorporated herein as if fully set forth at length.
2. **Reexamination of the Redevelopment Plan Authorized.** The Planning Board is hereby authorized to undertake a reexamination of the Urban Enterprise Zone Redevelopment Plan and to provide recommendations to the Township Council for amending the Redevelopment Plan.
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.
4. **Availability of the Resolution.** A copy of this Resolution shall be available for public inspection at the offices of the Township Clerk.

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

Adopted
Absent: Cox, Burgess

Hudley - Vick

10. Authorize Execution of Escrow Agreement with San Properties LLC
For the Redevelopment of 7 Drakes Lane, Block 40, Lot 2

**RESOLUTION OF THE TOWNSHIP OF IRVINGTON AUTHORIZING THE
EXECUTION OF AN ESCROW AGREEMENT WITH SAN PROPERTIES LLC FOR
THE REDEVELOPMENT OF PROPERTY IDENTIFIED AS BLOCK 40, LOT 2 ON
THE TAX MAPS OF THE TOWNSHIP AND IDENTIFIED IN THE TOWNSHIP TAX
RECORDS AS 7 DRAKES LANE**

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, in accordance with the Redevelopment Law, on July 14, 2015, by resolution No. UEZ 15-0714-11, the Township Council 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 “**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, SAN Properties LLC (the “**Proposed Redeveloper**”) is the contract purchaser of certain property within the Rehabilitation Area identified as Block 40, Lot 2 on the tax maps of the Township and identified in the Township tax records as 7 Drakes Lane (the “**Project Area**”); and

WHEREAS, the Proposed Redeveloper proposes to redevelop the Project Area by constructing thereon an event space(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 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. 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

THIS ESCROW AGREEMENT (“**Escrow Agreement**”) is made as of the ____ day of _____ 2022 by and between **SAN PROPERTIES LLC** (the “**Proposed Redeveloper**”), with an address at 161 Williamson Avenue, Bloomfield, New Jersey 07003, 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, in accordance with the Redevelopment Law, on July 14, 2015, by resolution No. UEZ 15-0714-11, the Township Council 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 “**Redevelopment Plan**”), pursuant to the Redevelopment Law and in accordance with the procedures set forth therein; and

WHEREAS, pursuant to *N.J.S.A. 40A:12A-4*, the Township has determined to act as the “redevelopment entity”, as such term is defined at *N.J.S.A. 40A:12A-3*, responsible for carrying out

redevelopment projects in the Rehabilitation Area in accordance with the Redevelopment Plan, pursuant to N.J.S.A. 40A:12A-4(c); and

WHEREAS, the Township is the owner of certain property within the Rehabilitation Area identified as Block 40, Lot 2 on the official tax maps of the Township and identified in the Township tax records as 7 Drakes Lane (the “**Project Area**”); and

WHEREAS, the Proposed Redeveloper proposes to redevelop the Project Area by creating an event space thereon (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 (the “**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 **FIFTEEN THOUSAND and 00/100 (\$15,000.00) 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 **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 **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:

SAN PROPERTIES LLC

Name:

Title:

By: _____

Name:

Title:

Adopted

Absent: Cox, Burgess

Vick – Hudley

11. Authorize and Approve Community Benefits Agreement -
885 - 18th Avenue, Block 55, Lot 12

**RESOLUTION OF THE TOWNSHIP OF IRVINGTON AUTHORIZING A
COMMUNITY CONTRIBUTION AGREEMENT WITH 885 18TH AVE URBAN
RENEWAL LLC IN CONNECTION WITH THE REDEVELOPMENT OF PROPERTY
IDENTIFIED AS BLOCK 55, LOT 12, COMMONLY KNOWN AS 885 18TH AVENUE**

WHEREAS, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.*, as amended and supplemented (the “**Redevelopment Law**”), provides a process for municipalities to participate in the redevelopment and improvement of areas designated by the municipality as in need of redevelopment; and

WHEREAS, the Municipal Council (the “**Township Council**”) of Township of Irvington (the “**Township**”), 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.* (the “**UEZ Act**”); and

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

WHEREAS, 885 18th Ave Urban Renewal LLC (the “**Entity**”) is the owner of certain property located within the UEZ, which property is identified on the official tax map of the Township as Block 55, Lot 12 and identified in the Township tax records as 885 18th Avenue, Irvington, New Jersey 07111 (the “**Property**”); and

WHEREAS, the Entity proposes to undertake the design, development, financing, rehabilitation and maintenance of the existing four-story masonry building into a multi-family residential building, consisting of nineteen (19) market rate residential units (comprised of ten (10) one-bedroom units and nine (9) two-bedroom units), together with certain other on-site and off-site improvements (the “**Project**”)

WHEREAS, on March 28, 2022, the Township adopted Ordinance No. MC 3790, approving a long-term tax exemption for the Project and authorizing the execution of the Financial Agreement; and

WHEREAS, the Entity and the Township seek to maximize the benefits of the Project to residents of the Township, and more specifically, the residents of the housing contemplated by Project; and

WHEREAS, in accordance with the Redevelopment Law, the Township finds it beneficial and in the public interest to enter into a community contribution agreement, substantially in the form attached (the “**Community Contribution Agreement**”), to establish and implement the provision of the community benefits to the Township in consideration for the efforts of the Township to facilitate the implementation of the Project.

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

1. The foregoing recitals are incorporated herein as if set forth in full.
2. The Community Contribution Agreement between the Township and the Entity, in substantially the form attached hereto as **Exhibit A**, is hereby approved with such changes, additions and deletions as counsel shall deem necessary or appropriate.
3. The Mayor is hereby authorized to enter into and execute the Community Contribution Agreement, together with such additional documents as may be necessary and/or appropriate to effectuate the implementation of the Community Contribution Agreement and the Redevelopment Law, all in consultation with counsel.
4. This resolution shall take effect immediately.

EXHIBIT A

FORM OF COMMUNITY CONTRIBUTION AGREEMENT

Attached.

COMMUNITY CONTRIBUTION AGREEMENT

THIS COMMUNITY CONTRIBUTION AGREEMENT (this “**Agreement**”), is made as of this ____ day of _____, 20__, by and among **885 18th AVE URBAN RENEWAL LLC**, having an address of 885 18th Avenue, Irvington, New Jersey 07111 (the “**Entity**”), and the **TOWNSHIP OF IRVINGTON**, a public body corporate and politic, duly organized and validly existing under such laws of the State of New Jersey, having an address at Municipal Building, 1 Civic Square, Irvington, New Jersey 07111 (the “**Township**”).

RECITALS:

WHEREAS, the Entity owns that certain parcels of land situated in the Township and identified on the Township’s tax maps as Block 55, Lot 12, commonly known as 885 18th Avenue, Irvington, New Jersey 07111 (the “**Property**”); and

WHEREAS, the Property is located within the boundaries of the Urban Enterprise Zone in the Township, designated as such pursuant to the New Jersey Urban Enterprise Zones Act, *N.J.S.A. 52:27H-60 et seq*; and

WHEREAS, the Property is also located within the boundaries of a rehabilitation area, designated by the Township as such pursuant to the Local Redevelopment and Housing Law *N.J.S.A. 40A:12A-1 et seq.*; and

WHEREAS, the Entity intends to improve, renovate and rehabilitate the Property (the “**Project**”), as detailed in that certain Financial Agreement dated [], by and between the Entity and the Township (the “**Financial Agreement**”); and

WHEREAS, the Entity has been qualified by the State of New Jersey to do business as an urban renewal entity under the provisions of the *Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq.* (the “**LTTE Law**”), and was created for the development, operation and maintenance of the Project; and

WHEREAS, by the adoption of Ordinance [] on [], the Township approved a long term tax exemption for the Project and authorized the execution of the Financial Agreement; and

WHEREAS, the Entity and the Township seek to maximize the benefits of the Project to residents in and around the Township; and

WHEREAS, pursuant to this Agreement, the Entity will establish certain community benefits to the Township in consideration for the efforts of the Township to facilitate the implementation of the Project and in recognition of the impacts of the Project to the Township,

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

1. **Definitions.** The recitals set forth above are hereby made a part of this Agreement. Any capitalized term hereunder not otherwise specifically defined will carry the same meaning ascribed to such capitalized term under the Financial Agreement (as such term is herein defined).

2. **Community Benefits.** The Entity hereby agrees and acknowledges that the Entity shall make the following contributions to facilitate the Project, improve the quality of life for all residents and accomplish positive community impacts from the Project (the “**Community Benefits**”).

a. **Contributions.** The Community Benefits shall consist of an annual voluntary community service contribution in the amount of Twenty Thousand Dollars (\$20,000.00). The initial contribution shall be submitted upon the issuance of the Certificate of Occupancy for the Project. It is the intent of the Township to use such contributions for municipal programs intended to improve the quality of life for Township residents and to accomplish positive community impacts from the Project. However, said contribution shall be used, at the sole discretion of the Township, for any lawful purpose for the improvement of the North Ward of the Township.

b. **Limitation.** Notwithstanding anything in this Agreement or the Financial Agreement to the contrary, neither the Entity nor any affiliate thereof shall be under any obligation whatsoever to undertake any act, or fail to undertake any act, hereunder if doing so would constitute a violation of any federal, state, local or municipal, statute, law, rule, regulation, ordinance, code, order, injunction, judgment, decree or ruling, by which such entity is bound or to which it is subject.

3. **Term.** The Entity shall comply with the terms and conditions of this Agreement at all times for so long as the Financial Agreement is in force and effect.

4. **Default; Cure Upon Default.** Should the Entity be in breach or default under this Agreement, the Township shall send written notice to the Entity of the breach or default (“Default Notice”). The Default Notice shall set forth with particularity the basis of the alleged Default. The Entity shall have sixty (60) days, from receipt of the Default Notice, to cure any Default. However, if a Default cannot be cured within sixty (60) days using reasonable diligence, the time to cure shall be extended for an additional thirty (30) days (or for an additional period in the sole discretion of the Township) for so long as the Entity is diligently pursuing such

cure to completion. Failure to cure a breach or default within the period set forth herein shall be an Event of Default. The Parties acknowledge that an Event of Default hereunder shall also constitute an Event of Default under the Financial Agreement.

5. Representations and Warranties. The Entity represents to the Township that it has authority to enter into this Agreement, and the execution of this Agreement has been duly authorized by all necessary corporate action, and is valid and binding upon, and enforceable against, the Entity in accordance with its terms.

6. Cooperation and Good Faith. The Township shall cooperate with the Entity in the Entity's performance of its obligations hereunder. The parties further agree to act reasonably and in good faith in performing their respective roles and responsibilities pursuant to this Agreement.

7. Notices. All notices and other communication permitted or required hereunder shall be made in accordance with the terms of the Financial Agreement.

8. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed, interpreted and enforced in all respects in accordance with the laws of the State of New Jersey.

9. Counterparts. This Agreement and any amendments hereof may be executed in counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Community Contribution Agreement as of the day and year first above written.

Attest:

TOWNSHIP OF IRVINGTON

By: _____
Name: Harold E. Wiener
Title: Township Clerk

By: _____
Name: Tony Vauss
Title: Mayor

885 18th AVE URBAN RENEWAL, LLC

Witness:

By: _____
Name:
Title:

By: _____
Name:
Title:

Adopted
Absent: Cox, Burgess

Vick – Hudley

12. Authorize Execution of Escrow Agreement with AOP Properties LLC for the Redevelopment of 162-168 Linden Avenue, Block 90, Lot 3

RESOLUTION OF THE TOWNSHIP OF IRVINGTON AUTHORIZING THE EXECUTION OF AN ESCROW AGREEMENT WITH AOP PROPERTIES LLC FOR THE REDEVELOPMENT OF PROPERTY IDENTIFIED AS BLOCK 90, LOT 3 ON THE TAX MAPS OF THE TOWNSHIP AND IDENTIFIED IN THE TOWNSHIP TAX RECORDS AS 162-168 LINDEN AVENUE

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, in accordance with the Redevelopment Law, on July 14, 2015, by resolution No. UEZ 15-0714-11, the Township Council 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 “**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, AOP Properties LLC (the “**Proposed Redeveloper**”) is the contract purchaser of certain property within the Rehabilitation Area identified as Block 90, Lot 3 on the tax maps of the Township and identified in the Township tax records as 162-168 Linden Avenue (the “**Project Area**”); and

WHEREAS, the Proposed Redeveloper proposes to redevelop the Project Area by constructing thereon a multi-family residential 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 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. 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

THIS ESCROW AGREEMENT (“**Escrow Agreement**”) is made as of the ____ day of _____ 2022 by and between **AOP PROPERTIES LLC** (the “**Proposed Redeveloper**”), with an address at 60 Wilbur Road Bergenfield, New Jersey 07621, 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, in accordance with the Redevelopment Law, on July 14, 2015, by resolution No. UEZ 15-0714-11, the Township Council 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 “**Redevelopment Plan**”), pursuant to the Redevelopment Law and in accordance with the procedures set forth therein; and

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

WHEREAS, the Township is the owner of certain property within the Rehabilitation Area identified as Block 90, Lot 3 on the official tax maps of the Township and identified in the Township tax records as 162-168 Linden Avenue (the “**Project Area**”); and

WHEREAS, the Proposed Redeveloper proposes to redevelop the Project Area by constructing thereon a multi-family residential 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 (the “**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 **FIFTEEN THOUSAND and 00/100 (\$15,000.00) 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:

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

4. 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 **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 **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:

AOP PROPERTIES LLC

Name:
Title:

By: _____
Name:
Title:

Adopted
Absent: Cox, Burgess

Beasley - Hudley

13. Authorize Execution of Escrow Agreement with PV Asset Management, Inc. for the Redevelopment of 524-534 Chancellor Avenue And 508-522 Chancellor Avenue, Block 187, Lots 2.01 And 2.02

RESOLUTION OF THE TOWNSHIP OF IRVINGTON AUTHORIZING THE EXECUTION OF AN ESCROW AGREEMENT WITH PV ASSET MANAGEMENT INC FOR THE REDEVELOPMENT OF PROPERTY IDENTIFIED AS BLOCK 187, LOTS 2.01 AND 2.02 ON THE TAX MAPS OF THE TOWNSHIP AND IDENTIFIED IN THE TOWNSHIP TAX RECORDS RESPECTIVELY, AS 524-534 CHANCELLOR AVENUE AND 508-522 CHANCELLOR AVENUE

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 UEZ 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, PV Asset Management Inc (the “**Proposed Redeveloper**”) is the contract purchaser of certain property within the Rehabilitation Area identified as Block 187, Lots 2.01 and 2.02 on the tax maps of the Township and identified in the Township tax records, respectively, as 524-534 Chancellor Avenue and 508-522 Chancellor Avenue (the “**Project Area**”); and

WHEREAS, the Proposed Redeveloper proposes to redevelop the Project Area by constructing thereon, a self-storage facility (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 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. 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

THIS ESCROW AGREEMENT (“**Escrow Agreement**”) is made as of the ____ day of _____ 2022 by and between **PV ASSET MANAGEMENT INC** (the “**Proposed Redeveloper**”), with an address at 400 W Franklin Street, Suite 300, Baltimore, Maryland 21201, 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 “**UEZ 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 UEZ 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 Block 187, Lots 2.01 and 2.02 and identified, respectively, as 524-534 Chancellor Avenue and 508-522 Chancellor Avenue 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 self-storage facility (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 **TWENTY THOUSAND and 00/100 (\$20,000.00) 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:

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

6. 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 **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 **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:

PV ASSET MANAGEMENT INC

Name:
Title:

By: _____
Name:
Title:

Adopted
Absent: Cox, Burgess

Frederic - Vick

14. Award Bid – Speed Hump Installation On The Basis of Low,
Responsible and Responsive Bid – You Way Construction –
\$228,000.00

RESOLUTION AWARDING A CONTRACT FOR THE SPEED HUMP INSTALLATION

WHEREAS, sealed bids were received on March 31, 2022 for Speed Hump Installation in response to published advertisement for bids in the New Jersey Star Ledger on March 10, 2022; and

WHEREAS, six bids were received and opened from Your Way Construction, American Asphalt & Trucking LLC, D & L Paving Contractors, Crossroad's Pavement Maintenance LLC, Riggi Paving Inc and Diamond Construction; and

WHEREAS, said bids were referred to the Public Works Director for recommendation to the Municipal Council; and

WHEREAS, the Public Works Director has recommended that the award should be made to Your Way Construction of 404 Coit Street, Irvington, NJ 07111 on the basis of their lowest responsible, responsive bid of \$228,000.00; and

BE IT FURTHER RESOLVED, the Municipal Clerk is hereby authorized the return the bid bonds to the unsuccessfully bidders; 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 RESLOVED, that the required certification of availability of funds C22-0044 in the amount of \$228,000.00 from account number G-02-xx-912-21A-299 has been obtained from the Chief Financial Officer.

Adopted

Absent: Cox, Burgess

10. Communication and Petitions

A. Communications

None

11. Pending Business

None

ALCOHOLIC BEVERAGE CONTROL BOARD

APRIL 11, 2022

1. Acting Chair Hudley called the meeting to order

Roll Call

Present: Commissioners Beasley, Evans, Frederic, Hudley, Vick,

Absent: Burgess, Cox

2. New Business

Frederic - Vick A. Authorize Transfer of Pocket ABC Consumption License From JeJosa Enterprises Corp to Chatelain Pierre

WHEREAS, an application has been filed for a Person to Person Transfer of Plenary Retail Consumption License Number 0709-33-013-003, heretofore issued to JeJosa Enterprises Corp. (Pocket License); and

WHEREAS, the submitted application form is complete in all respects, the transfer fees have been paid, and the license has been properly renewed for the current license term; and

WHEREAS, the applicant is qualified to be licensed according to all standards established by Title 33 of the New Jersey Statutes, regulations promulgated thereunder, as well as pertinent local ordinances and conditions consistent with Title 33: and

WHEREAS, the applicant has disclosed and the issuing authority reviewed the source of all funds used in the purchase of the license and the licensed business and all additional financing obtained in connection with the license business.

NOW, THEREFORE BE IT RESOLVED by the Municipal Council Acting as the Alcoholic Beverage Control Board of the Township of Irvington, New Jersey does hereby approve, effective April 11, 2022 the transfer of the aforesaid Plenary Retail Consumption License to Chatelain Pierre and does hereby direct the Township Clerk/ A.B.C. Board Secretary to endorse the license certificate to the new

ownership as follows: "This license, subject to all its terms and conditions, is hereby transferred to Chatelain Pierre, effective April 11, 2022."

Chatelain Pierre
(POCKET LICENSE)
1671 Porter Road
Union. N.J. 07083

New License Number: 0709-33-013-004

Fee Paid: \$227.80

Adopted
Absent: Burgess, Cox

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 Member Frederic addressed the issue raised by Ms. Sherrill.

13. Adjournment

There being no further business, upon motion made by Council Member Vick, seconded by Council Member Frederic and adopted by the affirmative vote off all Council Members present, the meeting was adjourned by Acting President Hudley at 7:40 P.M.

October Hudley, Acting Council President

Harold E. Wiener, Municipal Clerk