

REGULAR COUNCIL MEETING
NOVEMBER 28, 2022

Virtual Zoom Meeting
Irvington, N.J. – Monday Evening
November 28, 2022 - 7:30 P.M.

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

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

Absent: None

President Beasley 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 November 2022 to November 11, 2022
2. Municipal Court – Weekly Summary Report for the Week Of November 14, 2022 to November 18, 2022

7. Reports of Committees

- A. Request for Proposals Results – Various Professional Services – November 16, 2022
- B. Request for Proposals Results – Assessment of Fire and Police – November 16, 2022
- C. Request for Proposals Results – Update Existing Township Tax Map – November 16, 2022

8. Ordinances, Bills & Claims

- A. Ordinances on First Reading

None

B. Bills & Claims

Frederic – Hudley

1. Bill Lists

RESOLVED THAT THE BILLS AND CLAIMS AGAINST THE TOWNSHIP OF IRVINGTON FOR A PERIOD NOVEMBER 28, 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	\$6,030,990.73
TOTAL	\$6,030,990.73

Adopted

Hudley - Frederic

2. Payrolls

November 18, 2022

REGULAR	OVERTIME	OTHER	TOTAL
\$1,662,264.59	\$291,092.87	\$156,069.79	\$2,109,427.25

Adopted

9. Resolutions and Motions

A. Resolutions

Vick – Frederic

1. Home Ownership Program Grant Award – 267-269 Orange Avenue – Thomas W. Stewart in the Amount of \$10,000.00

HOME OWNERSHIP PROGRAM GRANT AWARD

WHEREAS, the Township of Irvington has obligated funds for the purpose of financing its HUD/HOME Irvington Homebuyer Assistance Program; and

WHEREAS, the Township of Irvington has committed funds for its HUD/HOME Irvington Homebuyer Assistance Program in accordance with its “Policy and Procedural Manual for the Homebuyer Program” per application to the Township’s HUD/HOME Program; and

WHEREAS, the Township of Irvington’s Department of Economic Development and Grants Oversight Director has certified that the applicant(s) identified herein are eligible for the HUD/HOME Irvington Homebuyer Assistance Program benefits in accordance with HUDs and the Township’s adopted policies and procedures; and

WHEREAS, the Mayor has previously authorized the provision of the requested HUD/HOME Irvington Homebuyer Assistance Program benefits in accordance with the provisions of said policy.

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that the Township of Irvington does ratify and approve the provision of the HUD/HOME Irvington Homebuyer Assistance Program funds to the applicant(s) below in the amount set forth in the Irvington Homebuyers Assistance Program Agreement – **Case No. HB-2022-05**, in the amount of **\$10,000**; and

BE IT FURTHER RESOLVED that the aforesaid funds are to be used toward Closing Cost for the process of purchasing the premises known as, **267-269 Orange Avenue, IRVINGTON, NEW JERSEY 07111**, Sales Contract, Exhibit A; and

BE IT FURTHER RESOLVED that the aforesaid funds are to use Irvington Homebuyer Assistance Program funds and are to be paid to **Belmont Title & Settlement Srv** on behalf of **Thomas W. Stewart** subject to having provided the Department of Economic Development and Grants Oversight with a true copy of their contract of sale, mortgage commitment and appraisal, and whose attorney and title company is properly licensed to practice law and transfer title by the State of New Jersey and the Homebuyer Assistance Program Agreement between the applicant(s); and

BE IT FURTHER RESOLVED that any such funds not expended in the Purchase of the subject property in accordance with adopted policy and procedures shall be recaptured by the TOWNSHIP of IRVINGTON for use in assisting other HUD/HOME Irvington Homebuyer Assistance Program applicant(s); and

BE IT FURTHER RESOLVED that pursuant to N.J.A.C. 5:34-5.2, the required Certification of Funds Req. No.t- **C22-0139** for the above have been obtained from the Chief Financial Officer of the Township and the appropriation to be charged for the expenditure is Account No. **T-21-41-850-17A-805** in the amount of **\$10,000.00**.

CFO approved Payment

Adopted

Evans – Beasley

2. Waive 20 Day Time Period For Effective Date on Ordinance Establishing License Requirements And Regulations For Mobile Retail Food Trucks

WHEREAS, an ordinance entitled “AN ORDINANCE ESTABLISHING LICENSE REQUIREMENTS AND REGULATIONS FOR MOBILE RETAIL FOOD TRUCKS” was duly passed on first reading by the Municipal Council on November 14, 2022 and duly adopted by the Municipal Council on second reading after public hearing on November 28, 2022; and

WHEREAS, pursuant to N.J.S.A. 40:69A-181 (a) and Section 7-32 (d) of the Revised Code of the Township of Irvington, an ordinance shall take effect twenty (20) days after final passage by the Municipal Council and approval by the Mayor; and

WHEREAS, pursuant to N.J.S.A. 40:69A-181 (b) and Section 7-32 (d) of the Revised Code of the Township of Irvington, two- thirds (2/3) of the full membership of the Municipal Council may declare an emergency, by written resolution, to reduce this twenty (20) day period:

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON (not less than 2/3 of the full membership thereof affirmatively concurring) that pursuant to the provisions of N.J.S.A. 40:69A-181 (b) and Section 7-32 (d) of the Revised Code of the Township of Irvington, it does hereby declare that an emergency exists that an ordinance entitled “AN ORDINANCE ESTABLISHING LICENSE REQUIREMENTS AND REGULATIONS FOR MOBILE RETAIL FOOD TRUCKS” shall become effective immediately upon its approval by the Mayor.

Adopted

Beasley – Vick

3. Authorize Issuance Of Duplicate Certificate Of Sale – 78 Mount Vernon Avenue, Block 257 Lot 11.01

RESOLUTION TO ISSUE DUPLICATE CERTIFICATE OF SALE

WHEREAS, the Tax Collector of this municipality has previously issued a tax sale certificate to **PROPERTY STEWARDS**, which is dated December 16, 2021 covering premises commonly known as **78 Mt. Vernon Ave.** and referred to as **Block 257 Lot 11.01** as set out on the municipal tax map then in use, which certificate bears number **21-00738** and;

WHEREAS, the purchaser of the aforesaid tax sale certificates has indicated to the Tax Collector that they have lost or otherwise misplaced the original tax sale certificate and have duly filed the appropriate Affidavit of Loss with the Tax Collector, a copy of which is attached hereto ;

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that the Tax Collector of the Township of Irvington be and is hereby authorized, upon receipt of the appropriately executed and notarized Loss Affidavit and the payment fee of \$100.00 per certificate, **to issue an appropriate duplicate tax sale certificate to the said purchaser covering the lost certificates** as previously described, all in accordance with the requirements of Chapter 99 of Public Laws of 1997.

BE IT FURTHER RESOLVED that a copy of this Resolution and Loss Affidavit be attached to the duplicate certificate to be issued to said purchaser and that said duplicate certificate shall be stamped or otherwise have imprinted upon it the word **“Duplicate”** as required by law.

Adopted

Frederic – Vick

4. Award Emergency Sewer Repair Contract for 17th Avenue and 21st Street
Based Upon Lowest Quotation – Diamond Mason Contractors LLC –
\$30,500.00

RESOLUTION TO AWARD AN EMERGENCY SEWER REPAIR CONTRACT FOR 21st STREET

WHEREAS, a portion of the sanitary sewer located on 17th Avenue and 21st Street collapse on September 21st, 2022; and

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

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

WHEREAS, two vendors provided quotes for this service, herein attached, and

WHEREAS, Diamond Mason Contractors LLC provided the lowest quote to completed the requested repairs in the amount of \$30,500.00, and

WHEREAS, the Mayor has concurred with the amount and recommends that an emergency contract be awarded to Diamond Mason Contractors LLC \$30,500.00, and

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that it ratifies the decision of the Director of Public Works and the Mayor to authorize an emergency contract in the amount of \$30,500.00 to Diamond Mason Contractors LLC., 280 Springfield Ave, Springfield, NJ 07081 to repair the sanitary sewer located on 21st street.

BE IT FURTHER RESOLVED that the required certification of availability of funds C22-0126 in the amount of \$30,500.00 from account number 2-01-26-310-311-299 has been obtained from the Chief Financial Officer.

Adopted

Frederic - Hudley

5. Determine the Form and Other Details of Its “Note Relating to the Water Bank Construction Financing Program of the New Jersey Infrastructure Bank”, to be Issued in the Principal Amount of up To \$7,385,000, Providing for the Issuance and Sale of Such Note to the New Jersey Infrastructure Bank and Authorizing the Execution and Delivery of Such Note by the Township of Irvington in Favor of the New Jersey Infrastructure Bank, All Pursuant to The New Jersey Infrastructure Bank Water Bank Construction Financing Program

RESOLUTION OF THE TOWNSHIP OF IRVINGTON, IN THE COUNTY OF ESSEX, NEW JERSEY, DETERMINING THE FORM AND OTHER DETAILS OF ITS "NOTE RELATING TO THE WATER BANK CONSTRUCTION FINANCING PROGRAM OF THE NEW JERSEY INFRASTRUCTURE BANK", TO BE ISSUED IN THE PRINCIPAL AMOUNT OF UP TO \$7,385,000, PROVIDING FOR THE ISSUANCE AND SALE OF SUCH NOTE TO THE NEW JERSEY INFRASTRUCTURE BANK AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH NOTE BY THE TOWNSHIP OF IRVINGTON IN FAVOR OF THE NEW JERSEY INFRASTRUCTURE BANK, ALL PURSUANT TO THE NEW JERSEY INFRASTRUCTURE BANK WATER BANK CONSTRUCTION FINANCING PROGRAM.

WHEREAS, the Township of Irvington (the "Township"), in the County of Essex, State of New Jersey (the "State"), is a participant in the Joint Meeting of Essex and Union Counties, constituting a joint meeting of various municipalities located in the Counties of Essex and Union in the State (the "Joint Meeting"), which Joint Meeting is organized pursuant to N.J.S.A. 40:63-68 *et seq.* as a public body corporate and politic, duly created and validly existing pursuant to the laws of the State; and

WHEREAS, the Joint Meeting is not statutorily authorized to incur debt obligations for any purpose, including, without limitation, in order to finance any capital improvements thereof and, therefore, any capital improvements that are undertaken by the Joint Meeting must be financed by its member municipalities and other participating municipalities (collectively, the "Members"), including, without limitation, the Township, through the incurrence of debt thereby or otherwise; and

WHEREAS, the Joint Meeting has determined that there exists a need to, as applicable, acquire, construct, renovate or install a Flood Mitigation Facilities Project consisting of, but not limited to, the construction of an Effluent Pumping Station, which will be connected to the existing twin outfall channels to the Arthur Kill (the "Joint Meeting Project"); and

WHEREAS, the Township has determined to temporarily finance its allocable share of the Joint Meeting Project (such allocable share being referred to herein as the "Project") with the proceeds of a short-term loan (the "Construction Loan") from the New Jersey Infrastructure Bank (the "I-Bank"), pursuant to the Water Bank Construction Financing Program of the I-Bank (the "Construction Financing Program"); and

WHEREAS, on October 28, 2020, the Township financed its allocable share of the Project ("Phase IA of the Project") in the amount of \$3,440,000 through the I-Bank (the "2020 Note"); and

WHEREAS, due to delays, primarily caused by the COVID-19 pandemic, the Joint Meeting did not receive bids on the Joint Meeting Project until July of 2022; and

WHEREAS, the low bid of \$52,754,323 was substantially more than the \$21,392,365 aggregate amount of Notes that was borrowed by the Members of the Joint Meeting to fund Phase IA of the Project; and

WHEREAS, in order to execute a contract with the lowest responsible bidder and lock in construction costs for the Project, each Member of the Joint Meeting, including the Township, adopted either a temporary emergency resolution or an emergency resolution, as applicable, to provide a temporary

emergency appropriation or emergency appropriation, as applicable, for each Member's allocable share of the funds needed to enable the Joint Meeting to accept the lowest responsible construction bid for the Joint Meeting Project; and

WHEREAS, thereafter, the Township adopted a bond ordinance to finance its emergency appropriation to fund the balance of its Project ("Phase IB of the Project"); and

WHEREAS, the Township now desires to cancel the 2020 Note and borrow \$7,385,000 through a "Note Relating to the Water Bank Construction Financing Program of the New Jersey Infrastructure Bank" (the "2023 Note") to finance both Phase IA of the Project and Phase IB of the Project; and

WHEREAS, the United States Federal Emergency Management Agency ("FEMA") has approved the scope of the Joint Meeting Project and, consequently, has agreed to fund up to 90% of the costs of planning and constructing the Joint Meeting Project; and

WHEREAS, after receipt of the FEMA reimbursements, the Township will finance the remaining approximately 10% percent of the costs of the Project via (i) the issuance of long-term bonds, (ii) the payment of cash or (iii) a combination thereof; and

WHEREAS, Section 28 of the Local Bond Law of the State of New Jersey, constituting Chapter 2 of Title 40A of the Revised Statutes of the State of New Jersey (the "Local Bond Law") allows for the sale of the 2023 Note to the I-Bank without any public offering, and N.J.S.A. 58:11B-9 allows for the sale of the 2023 Note to the I-Bank without any public offering, all under the terms and conditions set forth therein; and

WHEREAS, in connection with its participation in the Joint Meeting and the issuance of its 2023 Note for the purpose of financing the costs of the Project, the Township desires, if required and necessary, to enter into that certain Project Financing Agreement (the "Agreement") by and between the Joint Meeting and the Township, and acknowledged and agreed to by the I-Bank, in substantially the form attached hereto as Exhibit B.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Township as follows:

Section 1. In accordance with Section 28 of the Local Bond Law and N.J.S.A. 58:11B-9, the Township hereby authorizes the issuance, sale and award of the 2023 Note in accordance with the provisions hereof. The \$3,440,000 portion of the obligation represented by the 2023 Note has been appropriated and authorized by Bond Ordinance #MC3728 of the Township entitled, "BOND ORDINANCE PROVIDING FOR THE LOCAL UNIT'S ALLOCABLE SHARE OF THE FLOOD MITIGATION FACILITIES PROJECT OF THE JOINT MEETING OF ESSEX AND UNION COUNTIES, BY AND IN THE TOWNSHIP OF IRVINGTON, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY; APPROPRIATING \$4,505,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$4,505,000 BONDS OR NOTES TO FINANCE THE COST THEREOF", finally adopted by the Township at a meeting duly called and held on July 13, 2020, and the remaining \$3,945,000 portion of the obligation represented by the 2023 Note has been appropriated and authorized by Bond Ordinance #MC3805 of the Township entitled, "BOND ORDINANCE FUNDING AN EMERGENCY APPROPRIATION PROVIDING FOR THE TOWNSHIP'S ALLOCABLE SHARE OF THE UNFUNDED PORTION OF PHASE I OF THE FLOOD MITIGATION FACILITIES PROJECT OF THE JOINT MEETING OF ESSEX AND UNION COUNTIES, BY AND IN THE TOWNSHIP OF IRVINGTON, IN THE COUNTY OF ESSEX, NEW JERSEY; APPROPRIATING \$3,945,000

THEREFOR AND AUTHORIZING THE ISSUANCE OF \$3,945,000 BONDS OR NOTES TO FINANCE THE COST THEREOF", finally adopted by the Township at a meeting duly called and held on November 14, 2022, at which times quorums were present and acted throughout, all pursuant to the terms of the Local Bond Law and other applicable law.

Section 2. The Chief Financial Officer of the Township (the "Chief Financial Officer") is hereby authorized to determine, in accordance with the Local Bond Law and pursuant to the terms and conditions hereof, (i) the final principal amount of the 2023 Note (subject to the maximum limitation set forth in Section 4(a) hereof) and (ii) the dated date of the 2023 Note.

Section 3. Any determination made by the Chief Financial Officer pursuant to the terms hereof shall be conclusively evidenced by the execution and attestation of the 2023 Note by the parties authorized pursuant to Section 4(h) hereof.

Section 4. The Township hereby determines that certain terms of the 2023 Note shall be as follows:

- (a) the principal amount of the 2023 Note to be issued shall be an amount not to exceed \$7,385,000;
- (b) the maturity of the 2023 Note shall be as determined by the I-Bank;
- (c) the interest rate of the 2023 Note shall be as determined by the I-Bank;
- (d) the purchase price for the 2023 Note shall be par;
- (e) the 2023 Note shall be subject to prepayment prior to its stated maturity in accordance with the terms and conditions of the 2023 Note;
- (f) the 2023 Note shall be issued in a single denomination and shall be numbered "NJWB – CFP-2023-1-JM-FEMA";
- (g) the 2023 Note shall be issued in fully registered form and shall be payable to the registered owner thereof as to both principal and interest in lawful money of the United States of America; and
- (h) the 2023 Note shall be executed by the manual or facsimile signatures of the Mayor and the Chief Financial Officer (collectively, the "Authorized Officers") under official seal or facsimile thereof affixed, imprinted or reproduced thereon and attested by the manual signature of the Township Clerk.

Section 5. The 2023 Note, in substantially in the form attached hereto as Exhibit A, with such additions, deletions and omissions as may be recommended by the Chief Financial Officer of the Township, upon the advice of bond counsel, general counsel and/or the municipal advisor to the Township, is hereby approved.

Section 6. The law firm of Wilentz, Goldman & Spitzer, P.A. is hereby authorized to arrange for the printing of the 2023 Note, which law firm may authorize McCarter & English, LLP, bond counsel to the I-Bank for the Construction Financing Program, to arrange for same.

Section 7. The Agreement, in substantially the form attached hereto as Exhibit B, with such additions, deletions and omissions as may be recommended by the Chief Financial Officer of the Township, upon the advice of bond counsel, general counsel and/or the municipal advisor to the Township, is hereby approved. The Mayor or the Chief Financial Officer of the Township is hereby authorized and directed on behalf of the Township to enter into, execute and deliver, and consummate or perform any actions required under, the Agreement.

Section 8. The Authorized Officers of the Township are hereby further severally authorized to (i) execute and deliver, and the Township Clerk is hereby further authorized to attest to such execution and to affix, imprint or reproduce the corporate seal of the Township to, any document, instrument or closing certificate deemed necessary, desirable or convenient by the Authorized Officers of the Township, in their respective sole discretion, after consultation with counsel and any advisors to the Township and after further consultation with the I-Bank and its representatives, agents, counsel and advisors, to be executed in connection with the issuance and sale of the 2023 Note and the participation of the Township in the Construction Financing Program, which determination shall be conclusively evidenced by the execution of each such certificate, instrument or other document by the party authorized hereunder to execute such certificate, instrument or other document, and (ii) perform such other actions as the Authorized Officers deem necessary, desirable or convenient in relation to the execution and delivery of the 2023 Note and the Agreement and the participation of the Township in the Construction Financing Program.

Section 9. This resolution shall take effect immediately.

Section 10. Upon the adoption hereof, the Township Clerk shall forward certified copies of this resolution to Everett M. Johnson, Esq., Wilentz, Goldman & Spitzer, P.A., bond counsel to the Joint Meeting, David Zimmer, Executive Director of the I-Bank, and Richard T. Nolan, Esq., McCarter & English, LLP, bond counsel to the I-Bank.

Exhibit A

[_____] OF [_____]
IN THE COUNTY OF [_____] , STATE OF NEW JERSEY
AMENDED AND RESTATED NOTE
RELATING TO:
THE WATER BANK CONSTRUCTION FINANCING PROGRAM
OF THE NEW JERSEY INFRASTRUCTURE BANK

\$_____, 2023

NJWB - CFP-2023-1 - JM-FEMA

FOR VALUE RECEIVED, THE [_____] OF [_____] , IN THE COUNTY OF [_____] , a municipal corporation duly created and validly existing pursuant to the laws of the State (as hereinafter defined), and its successors and assigns (the “Borrower”), hereby promises to pay to the order of the NEW JERSEY INFRASTRUCTURE BANK, a public body corporate and politic with corporate succession, duly created and validly existing under and by virtue of the Act (as hereinafter defined) (the “I-Bank”), the Principal (as hereinafter defined), together with all unpaid accrued Interest (as hereinafter defined), fees, late charges and other sums due hereunder, if any, in lawful money of the United States of

America, on the Maturity Date (as hereinafter defined) or the date of any optional prepayment or acceleration in accordance with the provisions of this note (this “Note”); provided, however, that portions of the Interest may be due and payable earlier, at the time(s) and in the amount(s), as and to the extent provided in accordance with Section 4 hereof.

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

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

“Administrative Fee” means the “NJDEP Fee” as defined and calculated in Exhibit B hereto, which is an administrative fee that is payable by the Borrower to the NJDEP (at the time and in the amount as is established by the provisions of Section 4(b) hereof) as a portion of the Cost of the Project that has been incurred by the Borrower for engineering and environmental services provided to the Borrower by the NJDEP.

“Anticipated Financing Program” means the New Jersey Water Bank financing program of the I-Bank, pursuant to which the I-Bank will issue its I-Bank Bonds for the purpose of financing, on a long-term basis, the Project as well as other projects of certain qualifying borrowers.

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

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

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

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

“Credit Policy” means the “New Jersey Infrastructure Bank Credit Policy,” as adopted by the Board of Directors of the I-Bank and as further amended and supplemented from time to time.

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

“Environmental Infrastructure System” means the Environmental Infrastructure Facilities of the Joint Meeting, including the Project, for which the Borrower is receiving the Loan.

“Event of Default” means any occurrence or event specified in Section 6 hereof.

“Financial Plan” means the then-applicable Financial Plan, as prepared for the then-current State Fiscal Year and as submitted to the State Legislature by the I-Bank and the NJDEP, all pursuant to, and in satisfaction of the requirements of, sections 21, 21.1, 22 and 22.1 of the Act.

“I-Bank Bonds” means the revenue bonds of the I-Bank to be issued pursuant to, and as part of, the Anticipated Financing Program.

“Interest” means the interest that shall accrue on a daily basis with respect to Principal, to be calculated each day by applying the Interest Rate established for a State Fiscal Year divided by 360 to the Principal amount on that day.

“Interest Rate” means the rate of interest as shall be established by an Authorized Officer of the I-Bank in a manner consistent with the terms and provisions of the Financial Plan for each State Fiscal Year.

“Issue Date” means the date of issuance of this Note.

“Joint Meeting” shall have the meaning given to such term in Section 2(b) hereof.

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

“Loan Disbursement Requisition” means the requisition, to be executed by an Authorized Officer of the Joint Meeting and approved by the NJDEP, in a form to be determined by the I-Bank and the NJDEP.

“Maturity Date” means June 30, 2026 or (i) such earlier date as shall be determined by an Authorized Officer of the I-Bank in his or her sole discretion, which date shall be determined by such Authorized Officer of the I-Bank to be the date of the closing for the Anticipated Financing Program (subject, in all events, to the rights and remedies of the I-Bank pursuant to the provisions of Section 6 hereof and the provisions of Section 7 hereof in furtherance of the enforcement by the I-Bank of all covenants and obligations of the Borrower hereunder, including, without limitation and in particular, the covenants and obligations of the Borrower set forth in Section 3 hereof), or (ii) such later date (subject to the then-applicable limits of the Act) to be determined by an Authorized Officer of the I-Bank in his or her sole discretion, pursuant to a written certification thereof, as acknowledged and agreed to by an Authorized Officer of the Borrower.

“New Jersey Water Bank” means the joint initiative of the I-Bank and the NJDEP to provide low-cost financing to qualified applicants with respect to water quality projects that are identified in the Act.

“NJDEP” means the New Jersey Department of Environmental Protection.

“Payment Date” means, as applicable: (i) the Maturity Date or (ii) with respect to any optional prepayment or acceleration of the Loan pursuant to the terms of this Note, the date of such optional prepayment or acceleration; provided, however, that in all cases, a portion of the Interest shall be payable by the Borrower to the I-Bank prior to the Maturity Date as provided in Section 4 hereof.

“Principal” means the principal amount of the Loan, at any time being the lesser of (i) _____ DOLLARS (\$ _____), or (ii) the amount set forth in clause (i) of this definition, minus (a) any amounts in respect of the principal amount of the Loan that have not been made available for disbursements by the I-Bank to the Borrower, and (b) any amounts in respect of the principal amount of the Loan prepaid by the Borrower, which Principal shall be payable by the Borrower to the I-Bank (i) on the Maturity Date or (ii) with respect to any optional prepayment or acceleration of the Loan pursuant to the terms of this Note, on the date of such optional prepayment or acceleration, as the case may be.

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

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

“State” means the State of New Jersey.

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

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

(b) **Participant in the Joint Meeting.** The Borrower is a participant in the Joint Meeting of Essex and Union Counties, constituting a joint meeting of various municipalities located in the Counties of Essex and Union in the State (the “Joint Meeting”), which Joint Meeting is organized pursuant to N.J.S.A. 40:63-68 et seq. as a public body corporate and politic, duly created and validly existing pursuant to the laws of the State. The Joint Meeting is not statutorily authorized to incur debt obligations for any purpose, including, without limitation, in order to finance the Project and, therefore, any capital improvements that are undertaken by the Joint Meeting must be financed by its member municipalities and other participating municipalities, including, without limitation, the Borrower, through the incurrence of debt thereby or otherwise. The Joint Meeting has determined that there exists a need to acquire, construct, renovate or install, as applicable, a capital improvement project of the Joint Meeting, the Borrower’s allocable share of which shall constitute the Project that is being financed by the Borrower through the issuance of this Note. In connection with its participation in the Joint Meeting and the issuance of this Note for the purpose of financing the Costs of the Project, the Borrower has entered into that certain Project Financing Agreement,

dated the date hereof (the “Agreement”), by and between the Joint Meeting and the Borrower, and acknowledged and agreed to by the I-Bank, which Agreement is attached hereto as Exhibit H and made a part hereof.

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

(d) Pending Litigation. There are no proceedings pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower that, if adversely determined, would adversely affect (i) the condition (financial or otherwise) of the Borrower, (ii) the ability of the Borrower to satisfy all of its Loan repayment obligations hereunder, (iii) the authorization, execution, attestation or delivery of this Note, (iv) the issuance of this Note and the sale thereof to the I-Bank, and (v) the Borrower’s ability otherwise to observe and perform its duties, covenants, obligations and agreements under this Note, including, without limitation, the undertaking and completion of the Project.

(e) Compliance with Existing Laws and Agreements; Governmental Consent. (i) The due authorization, execution, attestation and delivery of this Note by the Borrower and the issuance and sale of this Note to the I-Bank, (ii) the observation and performance by the Borrower of its duties, covenants, obligations and agreements hereunder, including, without limitation, the repayment of the Loan and all other amounts due hereunder, and (iii) the undertaking and completion of the Project, will not (A) other than the lien, charge or encumbrance created by this Note and by any other outstanding debt obligations of the Borrower that are at parity with this Note as to lien on, and source and security for payment thereon from, the general tax revenues of the Borrower, result in the creation or imposition of any lien, charge or encumbrance upon any properties or assets of the Borrower pursuant to, (B) result in any breach of any of the terms, conditions or provisions of, or (C) constitute a default under, any existing ordinance or resolution, outstanding debt or lease obligation, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument to which the Borrower is a party or by which the Borrower, the Environmental Infrastructure System or any of its properties or assets may be bound, nor will such action result in any violation of the provisions of the charter, applicable law or other document pursuant to which the Borrower was established or any laws, ordinances, injunctions, judgments, decrees, rules, regulations or existing orders of any court or governmental or administrative agency, authority or person to which the Borrower, the Environmental Infrastructure System or its properties or operations are subject. The Borrower (or the Joint Meeting on behalf of the Borrower, as applicable) has obtained all permits and approvals required to date by any governmental body or officer for the authorization, execution, attestation and delivery of this Note, for the issuance and sale of this Note to the I-Bank, for the making, observance and performance by the Borrower of its duties, covenants, obligations and agreements under this Note, including, without limitation, the undertaking and completion of the Project (provided that, with respect to the undertaking and completion of the Project, such permits and approvals are obtainable by the Borrower (or the Joint Meeting on behalf of the Borrower, as applicable) as of the date hereof).

(f) I-Bank Credit Policy. The Borrower is in full compliance with the applicable requirements of the Credit Policy as in effect on the date hereof.

(g) Reliance. The Borrower hereby acknowledges that the I-Bank is making the Loan to the Borrower pursuant to the terms hereof in reliance upon (i) each of the representations of the Borrower set forth in this Section 2, and (ii) each of the representations of the Joint Meeting set forth in the Agreement.

(h) Borrower Reliance. The representations of the Borrower set forth in this Section 2, as and to the extent that such representations relate to the Project (as set forth in clause (e)) and the Environmental Infrastructure System (as set forth in clause (e)), have been made by the Borrower exclusively in reliance upon the representations of the Joint Meeting as set forth in the Agreement, and the Borrower has made no independent inquiry as to the accuracy of such representations by the Joint Meeting.

(i) FEMA Reimbursement. The Borrower expects that a portion of the costs of the Project will be reimbursed to the Joint Meeting by the United States Federal Emergency Management Agency, which reimbursement shall thereupon be disbursed by the Joint Meeting to the I-Bank on behalf of the Borrower, as provided by the terms of the Agreement, for purposes of prepaying or repaying all or a portion of the Loan obligation of the Borrower hereunder in accordance with the terms and provisions of this Note.

SECTION 3. Covenants of the Borrower.

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

(b) Full Faith and Credit Pledge. To secure the repayment obligation of the Borrower with respect to this Note, and all other amounts due under this Note (including, without limitation, the payment of the Administrative Fee in the amount and at the time as required by the provisions of Section 4(b) hereof), the Borrower unconditionally and irrevocably pledges its full faith and credit and covenants to exercise its unlimited taxing powers for the punctual payment of any and all obligations and amounts due under this Note. The Borrower acknowledges that, to assure the continued operation and solvency of the I-Bank, the I-Bank may, pursuant to and in accordance with Section 12a of the Act, require that if the Borrower fails or is unable to pay promptly to the I-Bank in full any Loan repayments, any Interest or any other amounts due pursuant to this Note, an amount sufficient to satisfy such deficiency shall be paid by the State Treasurer to the I-Bank from State-aid otherwise payable to the Borrower.

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

(d) Financing With Tax-Exempt Bonds. The Borrower acknowledges, covenants and agrees that it is the intention of the Borrower to finance the Project, in whole or in part, on a long-term basis with proceeds of I-Bank Bonds now or hereinafter issued, the interest on which is excluded from gross income for purposes of federal income taxation pursuant to Section 103(a) of the Code (“tax-exempt bonds”). In furtherance of such long-term financing with tax-exempt bonds, the Borrower covenants that, except to the extent expressly permitted in writing by the I-Bank, in its sole discretion, the Borrower will not take any action or permit any action to be taken which would result in any of the proceeds of the Loan being used (directly or indirectly) (i) in any “private business use” within the meaning of Section 141(b)(6) of the Code, (ii) to make or finance loans to persons other than the Borrower, or (iii) to acquire any

“nongovernmental output property” within the meaning of Section 141(d)(2) of the Code. In addition, the Borrower covenants and agrees that no portion of the Project will be investment property, within the meaning of Section 148(b) of the Code. The Borrower covenants and agrees that any Costs of the Borrower’s Project to be paid or reimbursed with proceeds of the Loan will result in the expenditure of proceeds under Treasury Regulations §1.148-6(d) and Treasury Regulations §1.150-2.

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

(f) Records and Accounts; Inspections. The Borrower covenants and agrees that it shall keep accurate records and accounts for the Environmental Infrastructure System, separate and distinct from its other records and accounts, which shall be audited annually by an independent registered municipal accountant and shall be made available for inspection by the I-Bank upon prior written notice. The Borrower covenants and agrees that it shall permit the I-Bank (and any party designated thereby to act on its behalf or to assist it, including, without limitation, its professional advisors), at any and all reasonable times during construction of the Project and, thereafter, upon prior written notice, (i) to visit, inspect and examine the property constituting the Project and the site on which the Project is located, and (ii) to inspect (and make and retain copies of) any Borrower accounts, books, records, correspondence and files, including, without limitation, Borrower records regarding contracts, receipts, disbursements, investments and the overall financial standing of the Borrower, and any other matters related to the Borrower, the Project and the forgoing list of deliverables. In furtherance of the intent of this subsection, the Borrower covenants and agrees that it shall promptly prepare and provide such written reports and informational summaries as the I-Bank may reasonably require.

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

(h) Exhibits. The Borrower covenants and agrees that it shall comply with the terms, procedures and requirements as set forth in each of the Exhibits attached hereto, which are made a part hereof.

(i) I-Bank Reliance. The Borrower hereby acknowledges that the I-Bank is making the Loan to the Borrower pursuant to the terms hereof in reliance upon (i) each of the covenants of the Borrower set forth in this Section 3, and (ii) each of the covenants of the Joint Meeting set forth in the Agreement.

(j) Borrower Reliance. The covenants of the Borrower, set forth in this Section 3, as and to the extent that such covenant obligations relate to the Project (as set forth in clauses (c), (e), (f), (g) and (h)), the Environmental Infrastructure System (as set forth in clauses (c), (e), (f), (g) and (h)) and the financing of the Project with the proceeds of tax-exempt bonds (as set forth in clause (d)), have been made by the Borrower exclusively in reliance upon the covenants of the Joint Meeting as set forth in the Agreement.

(k) Application of FEMA Reimbursement. The Borrower acknowledges and agrees that the Joint Meeting shall cause all amounts payable to the Joint Meeting by the United States Federal Emergency

Management Agency with respect to the Project, that relate to costs thereof financed through the Water Bank Construction Financing Program of the I-Bank with proceeds of this Note, to be disbursed by the Joint Meeting to the I-Bank, in compliance with the terms of the Agreement, which funds shall be applied by the I-Bank immediately upon receipt thereof to the prepayment or repayment of all or a portion of the Loan obligation of the Borrower hereunder. The Borrower shall undertake and complete all actions necessary and appropriate in order to facilitate and implement the provisions of this subsection.

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

(a) The I-Bank shall effectuate the Loan to the Borrower by making one or more disbursements to the Borrower promptly after receipt by the I-Bank of a Loan Disbursement Requisition and the approval of such Loan Disbursement Requisition by an Authorized Officer of the I-Bank, or a designee thereof, each such disbursement and the date thereof to be recorded and maintained by an Authorized Officer of the I-Bank, or a designee thereof, in the records of the I-Bank with respect to the Loan; provided, however, that the approval by the I-Bank of any Loan Disbursement Requisition for disbursement pursuant to the terms hereof shall be subject to the terms, conditions and limitations as set forth in Section 4(d) of this Note. It is expected that the proceeds of the Loan will be disbursed to the Borrower in accordance with the schedule set forth in Exhibit C hereto, as Exhibit C shall be supplemented by an Authorized Officer of the I-Bank by means of either a substitute Exhibit C or an additional Exhibit C, such supplement to be implemented concurrently with the supplement to Exhibit A-1 hereto (as provided in the definition of “Project” as set forth herein). The latest date upon which the Borrower may submit to the I-Bank a Loan Disbursement Requisition is the business day immediately preceding the date fixed by the I-Bank for the sale of its I-Bank Bonds in connection with the Anticipated Financing Program, or such alternative date as shall be identified by the I-Bank for the Borrower in writing.

(b) Notwithstanding the provisions of Section 4(a) to the contrary, the Borrower hereby acknowledges and agrees, as follows: (i) to the extent that all or a portion of the Interest is funded by the Loan (as provided pursuant to Exhibit B hereto, as Exhibit B may hereafter be amended or supplemented as provided by the provisions hereof), payment of such Interest shall be made to the I-Bank via one or more disbursements by the I-Bank hereunder, at the times and in the amounts, as and to the extent provided in one or more written notices provided to the Borrower pursuant to the terms hereof by an Authorized Officer of the I-Bank, or a designee thereof, and each such disbursement shall be recorded by an Authorized Officer of the I-Bank or a designee thereof, and maintained in the records of the I-Bank with respect to the Loan; and (ii) on the date of issuance of this Note, a disbursement shall be made and shall be recorded and maintained by an Authorized Officer of the I-Bank, or a designee thereof, in the records of the I-Bank with respect to the Loan for the purpose of funding fifty percent (50%) of the Administrative Fee identified in Exhibit B hereto, with such disbursement (and any subsequent and supplemental disbursements made pursuant to Exhibit B hereto, as Exhibit B may hereafter be amended or supplemented as provided by the provisions hereof) being made by the I-Bank on behalf of the Borrower directly to the NJDEP. The Borrower further acknowledges and agrees that the remaining unpaid balance of the Administrative Fee shall be due and payable on the Maturity Date or as otherwise established by the I-Bank pursuant to the terms of the Anticipated Financing Program.

(c) On the Maturity Date or, with respect to the payment of all or a portion of the Interest, on the applicable Payment Date(s) as and to the extent provided herein, the Borrower shall repay the Loan to the I-Bank in an amount equal to: (i) the Principal; (ii) the Interest then due and owing pursuant to the provisions of this Note; and (iii) any other amounts then due and owing pursuant to the provisions of this Note. The Borrower (i) may prepay the Loan obligations hereunder, in whole or in part, upon receipt of the prior

written consent of an Authorized Officer of the I-Bank, and (ii) shall facilitate and cause to be prepaid by the Joint Meeting all or a portion of the Loan obligation hereunder (A) to the extent of the reimbursement payments by the United States Federal Emergency Management Agency to the Joint Meeting, with respect to the Project, and (B) upon the disbursement of such reimbursement payments by the Joint Meeting to the I-Bank, on behalf of the Borrower and in compliance with the requirements of the Agreement. Each payment made to the I-Bank shall be applied to the payment of, first, the Interest then due and payable, second, the Principal, third, any late charges, and, finally, any other amount then due and payable pursuant to the provisions of this Note. In the event that the repayment obligation set forth in this Note is received by the I-Bank later than the Maturity Date or the Payment Date, as the case may be, a late fee shall be payable to the I-Bank in an amount equal to the greater of twelve percent (12%) per annum or the prime rate as published in the Wall Street Journal on the Maturity Date or the Payment Date, as the case may be, plus one half of one percent per annum on such late payment from the Maturity Date or the Payment Date, as the case may be, to the date it is actually paid; provided, however, that any late payment charges incurred hereunder shall not exceed the maximum interest rate permitted by law.

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

(e) Notwithstanding any provision of Section 4(a) hereof to the contrary, the Borrower hereby acknowledges and agrees that the submission of Loan Disbursement Requisitions to the I-Bank, as required by the terms and provisions of Section 4(a) hereof, shall be the obligation of the Joint Meeting, acting for and on behalf of the Borrower, pursuant to the Agreement, in furtherance of the undertaking and completion of the Project, and (ii) all proceeds of the Loan shall be disbursed, as provided by the terms and provisions of Section 4(a) hereof, by the I-Bank to the Joint Meeting, acting for and on behalf of the Borrower, pursuant to the Agreement, in furtherance of the undertaking and completion of the Project. Further, pursuant to the terms of the Agreement, the Joint Meeting has acknowledged and agreed to each of the terms, provisions, conditions and limitations set forth in Section 4(d) hereof with respect to disbursements of the Loan.

SECTION 5. Unconditional Obligations. The direct, general obligation of the Borrower to make the Loan repayments and all other payments required hereunder and the obligation to perform and observe the other duties, covenants, obligations and agreements on its part contained herein shall be absolute and unconditional, and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner whatsoever while any Loan repayments, or any other payments due hereunder, remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project or Environmental Infrastructure System, commercial frustration of the purpose, any change in the laws of the United States of America or of the State or any political subdivision of either or in the rules

or regulations of any governmental authority, any failure of the I-Bank to perform and observe any agreement or any duty, liability or obligation arising out of this Note, or any rights of set-off, recoupment, abatement or counterclaim that the Borrower might have against the I-Bank or any other party; provided, however, that payments hereunder shall not constitute a waiver of any such rights.

SECTION 6. Events of Default. The following events shall constitute an “Event of Default” hereunder: (i) failure by the Borrower to pay, when due, any and all of its Loan repayment obligations hereunder, and any other payment obligations due hereunder; (ii) failure by the Borrower to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed pursuant to the terms of this Note, including, without limitation, pursuant to Section 3(k) hereof; (iii) any representation made by the Borrower contained in this Note or in any instrument furnished in compliance with or with reference to this Note is false or misleading in any material respect; (iv) an “Event of Default” as defined in the Agreement shall occur; and (v) a petition is filed by or against the Borrower under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Note or thereafter enacted, unless in the case of any such petition filed against the Borrower such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal, or the Borrower shall become insolvent or bankrupt or shall make an assignment for the benefit of its creditors, or a custodian of the Borrower or any of its property shall be appointed by court order or take possession of the Borrower or its property or assets if such order remains in effect or such possession continues for more than thirty (30) days.

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

SECTION 8. Certain Miscellaneous Provisions. The Borrower hereby acknowledges and agrees as follows: (a) all notices hereunder shall be deemed given when hand delivered or when mailed by registered

or certified mail, postage prepaid, to the Borrower at the following address:

[_____] , Attention: Chief Financial Officer; and to the I-Bank at the following address: New Jersey Infrastructure Bank, 3131 Princeton Pike, Building 4, Suite 216, Lawrenceville, New Jersey 08648-2201, Attention: Executive Director; (b) this Note shall be binding upon the Borrower and its successors and assigns; (c) in the event any provision of this Note is held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof; (d) the obligations of the Borrower pursuant to the terms of this Note may not be assigned by the Borrower for any reason, unless the I-Bank shall have approved said assignment in writing; (e) this Note may not be amended, supplemented or modified without the prior written consent of the I-Bank; (f) this Note shall be governed by and construed in accordance with the laws of the State; (g) the Borrower shall, at the request of the I-Bank, execute and deliver such further instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Note; (h) whenever the Borrower is required to obtain the determination, approval or consent of the I-Bank pursuant to the terms hereof, such determination, approval or consent may be either granted or withheld by the I-Bank in its sole and absolute discretion; and (i) consistent with the provisions of N.J.S.A. 58:11B-13, neither the directors of the I-Bank nor any officers of the I-Bank taking any action with respect to this Loan shall be liable personally with respect to the Loan or any matters or transactions related thereto.

SECTION 9. October 28, 2020 Note Amended and Replaced. This Note amends, supersedes and replaces that certain note in the stated principal amount of [_____] DOLLARS (\$_____) dated October 28, 2020 delivered by the Borrower to the I-Bank. By acceptance of this Note pursuant to the terms hereof, the I-Bank agrees that, upon the execution of this Note by the Borrower and the delivery of this Note to the I-Bank, the I-Bank shall mark said October 28, 2020 note "cancelled" and shall return it to the Borrower.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed, sealed and delivered on the date first above written.

[_____] OF [_____] ,
IN THE COUNTY OF [_____] ,
STATE OF NEW JERSEY

[SEAL]

ATTEST:

By: _____
[_____] ,
Mayor

[_____] ,
Clerk

By: _____
[_____] ,
Chief Financial Officer

Exhibit B

PROJECT FINANCING AGREEMENT

This PROJECT FINANCING AGREEMENT, dated _____, 2023 (as the same may be modified, amended, supplemented, replaced, renewed or extended from time to time in accordance with the terms hereof, the “Agreement”), by and between the JOINT MEETING OF ESSEX AND UNION COUNTIES (the “Joint Meeting”), constituting a joint meeting of various municipalities located in the Counties of Essex and Union in the State of New Jersey (the “State”), and the [_____] OF [_____] IN THE COUNTY OF [_____] a municipal corporation duly created and validly existing under and pursuant to the Constitution and laws of the State (the “Local Unit”) (capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the hereinafter defined Note).

WITNESSETH:

WHEREAS, the Joint Meeting has determined that there exists a need to acquire, construct, renovate or install, as applicable, a project consisting of the Local Unit’s allocable share of a capital improvement project that is being undertaken by the Joint Meeting (such allocable share being referred to herein as the “Project”), all as more specifically defined and described in the Note; and

WHEREAS, the Joint Meeting is not statutorily authorized to incur debt obligations for any purpose, including, without limitation, in order to finance the Project, and, therefore, any capital improvements that are undertaken by the Joint Meeting must be financed by its member municipalities and other participating municipalities, including the Local Unit, through the incurrence of debt thereby or otherwise; and

WHEREAS, it is the desire of the Local Unit to finance the Project through the issuance of debt and by its participation in the environmental infrastructure financing program of the New Jersey Infrastructure Bank (the “I-Bank”); and

WHEREAS, the Local Unit has determined to temporarily finance the Project with the proceeds of a short-term loan to be made by the I-Bank (the “Loan”) to the Local Unit, pursuant to the Construction Financing Loan Program of the I-Bank (the “Construction Financing Loan Program”); and

WHEREAS, in order to (i) evidence the Loan by the I-Bank to the Local Unit, (ii) evidence and secure the repayment obligation of the Local Unit to the I-Bank with respect to the Loan and (iii) satisfy the requirements of the Construction Financing Loan Program relating to the Loan, the Local Unit shall issue and sell to the I-Bank its “Note Relating to the Construction Financing Loan Program of the New Jersey Infrastructure Bank” in an aggregate principal amount of up to \$[_____] (the “Note”); and

WHEREAS, pursuant to the terms of this Agreement, the Joint Meeting shall covenant and agree to certain terms and conditions, inter alia, relating to the undertaking and completion of the Project and the maintenance and operation of the Environmental Infrastructure System (as defined in the Note); and

WHEREAS, (i) in furtherance of the undertaking and completion of the Project and the financing thereof with the proceeds of the Loan and the issuance of the Note by the Local Unit, and (ii) in satisfaction of the requirements of the Construction Financing Loan Program, the Joint Meeting and the I-Bank have

entered into that certain Memorandum of Agreement, dated October 28, 2020 (the “MOA”), by and between the Joint Meeting and the I-Bank; and

WHEREAS, the Local Unit and Joint Meeting desire to enter into this Agreement in order to define and confirm the Joint Meeting’s obligations with respect to the Project and the ownership, operation and maintenance of the Environmental Infrastructure System and, therefore, satisfy the conditions precedent of the Construction Financing Loan Program to the making of the Loan by the I-Bank to the Local Unit.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants herein contained, and intending to be legally bound, hereby agree as follows:

REPRESENTATIONS OF THE JOINT MEETING. The Joint Meeting hereby represents for the benefit of the Local Unit and the I-Bank, as follows.

Project. The Joint Meeting has determined that there exists a need to acquire, construct, renovate or install, as applicable, a capital improvement project of the Joint Meeting, the Local Unit’s allocable share of which shall constitute the Project that is being financed by the Local Unit through its issuance of its Note to the I-Bank, and the Joint Meeting intends to undertake and complete the Project in a manner consistent with the terms of the Note, including, without limitation, the Exhibits to the Note.

Organization. The Joint Meeting: (i) is a joint meeting of various municipalities located in the Counties of Essex and Union in the State, organized pursuant to N.J.S.A. 40:63-68 et seq., and is duly created and validly existing under and pursuant to the Constitution and laws of the State, (ii) has full legal right and authority to execute, attest and deliver this Agreement and to perform its obligations hereunder, and (iii) has duly authorized, approved and consented to all necessary action to be taken by the Joint Meeting for: (A) the due performance of its obligations hereunder and (B) the execution, delivery and due performance of all certificates and other instruments that may be required to be executed, delivered and performed by the Joint Meeting in order to carry out and give effect to this Agreement.

Authority. This Agreement has been duly authorized by the Joint Meeting and duly executed, attested and delivered by authorized officers of the Joint Meeting. This Agreement constitutes a legal, valid and binding obligation of the Joint Meeting, enforceable against the Joint Meeting in accordance with its terms, except as the enforcement thereof may be affected by bankruptcy, insolvency or other laws or the application by a court of legal or equitable principles affecting creditors’ rights.

Pending Litigation. There are no proceedings pending or, to the knowledge of the Joint Meeting, threatened against or affecting the Joint Meeting that, if adversely determined, would adversely affect (i) the condition (financial or otherwise) of the Joint Meeting, (ii) the authorization, execution, attestation or delivery of this Agreement, and (iii) the ability of the Joint Meeting to otherwise observe and perform its duties, covenants, obligations and agreements under this Agreement, including, without limitation, the undertaking and completion of the Project.

Compliance with Existing Laws and Agreements; Governmental Consent. The observation and performance by the Joint Meeting of its duties, covenants, obligations and agreements hereunder, including, without limitation, the undertaking and completion of the Project, will not result in any breach of any of the terms, conditions or provisions of, or constitute a default under, any existing ordinance or resolution, agreement or other instrument to which the Joint Meeting is a party or by which the Joint Meeting, its Environmental Infrastructure System or any of its properties or assets may be bound, nor will such action

result in any violation of the provisions of the charter, applicable law or other document pursuant to which the Joint Meeting was established or any laws, ordinances, injunctions, judgments, decrees, rules, regulations or existing orders of any court or governmental or administrative agency, authority or person to which the Joint Meeting, its Environmental Infrastructure System or its properties or operations are subject. The Joint Meeting has obtained all permits and approvals required to date by any governmental body or officer for the making, observance and performance by the Joint Meeting of its duties, covenants, obligations and agreements under this Agreement, and for the undertaking and completion of the Project.

FEMA Reimbursement. The Joint Meeting expects that a portion of the costs of the Project will be reimbursed to the Joint Meeting by the United States Federal Emergency Management Agency, and thereupon disbursed by the Joint Meeting to the I-Bank, on behalf of the Local Unit, pursuant to the terms hereof, for purposes of prepaying or repaying all or a portion of the Loan obligation of the Local Unit in accordance with the terms and provisions of the Note.

Reliance. The Joint Meeting hereby acknowledges that (i) the I-Bank is making the Loan to the Local Unit pursuant to the terms of the Note, and (ii) the Local Unit is issuing the Note to the I-Bank to evidence and secure the Loan, in each case, in reliance upon each of the representations of the Joint Meeting set forth in this Section 1.

COVENANTS OF THE JOINT MEETING. The Joint Meeting hereby covenants and agrees for the benefit of the Local Unit and the I-Bank, as follows.

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

Disposition of Environmental Infrastructure System. The Joint Meeting covenants and agrees that it shall not sell, lease, abandon or otherwise dispose of all, substantially all or any essential component (other than for obsolescence) of its Environmental Infrastructure System without the express written consent of the I-Bank, which consent may or may not be granted by the I-Bank in its sole discretion.

Financing With Tax-Exempt Bonds. The Joint Meeting acknowledges, covenants and agrees that it is the intention of the Local Unit to finance the Project on a long-term basis with proceeds of I-Bank Bonds hereinafter issued, the interest on which is excluded from gross income for purposes of federal income taxation pursuant to Section 103(a) of the Code (“tax- exempt bonds”). In furtherance of such long-term financing with tax-exempt bonds, the Joint Meeting covenants and agrees that, except to the extent expressly permitted in writing by the I-Bank, the Joint Meeting will not take any action or permit any action to be taken which would result in any of the proceeds of the Loan being used (directly or indirectly) (i) in any “private business use” within the meaning of Section 141(b)(6) of the Code, (ii) to make or finance loans to persons other than the Local Unit, or (iii) to acquire any “nongovernmental output property” within the meaning of Section 141(d)(2) of the Code. In addition, the Joint Meeting covenants and agrees that no portion of the Project will be investment property, within the meaning of Section 148(b) of the Code. The Joint Meeting covenants and agrees that any Costs of the Project to be paid or reimbursed with proceeds of the Loan will result in the expenditure of proceeds under Treasury Regulations §1.148-6(d) and Treasury Regulations §1.150-2.

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

Records and Accounts; Inspections. The Joint Meeting covenants and agrees that it shall keep accurate records and accounts for the Environmental Infrastructure System, which shall be audited annually by an independent registered municipal accountant and shall be made available for inspection by the I-Bank upon prior written notice. The Joint Meeting covenants and agrees that it shall permit the I-Bank (and any party designated thereby to act on its behalf or to assist it, including, without limitation, its professional advisors), at any and all reasonable times during construction of the Project and, thereafter, upon prior written notice, (i) to visit, inspect and examine the property constituting the Project and the site on which the Project is located, and (ii) to inspect (and make and retain copies of) any Joint Meeting accounts, books, records, correspondence and files, including, without limitation, Joint Meeting records regarding contracts, receipts, disbursements, investments and the overall financial standing of the Joint Meeting, and any other matters related to the Joint Meeting, the Project and the forgoing list of deliverables. In furtherance of the intent of this subsection, the Joint Meeting covenants and agrees that it shall promptly prepare and provide such written reports and informational summaries as the I-Bank may reasonably require.

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

Exhibits. The Joint Meeting covenants and agrees that it shall comply with the terms, procedures and requirements as set forth in each of the Exhibits attached to the Note, including, without limitation, those relating to the undertaking and completion of the Project, which Exhibits shall be deemed to be incorporated herein and made a part hereof as if set forth herein in their entirety.

Reliance. The Joint Meeting hereby acknowledges that (i) the I-Bank is making the Loan to the Local Unit pursuant to the terms of the Note, and (ii) the Local Unit is issuing the Note to the I-Bank to evidence and secure the Loan, in each case, in reliance upon each of the covenants of the Joint Meeting set forth in this Section 2.

SUBMISSION OF REQUISITIONS BY THE JOINT MEETING; LOAN DISBURSEMENTS TO THE JOINT MEETING.

The Joint Meeting and the Local Unit hereby acknowledge and agree that disbursements of the Loan shall be made by the I-Bank pursuant to and in compliance with the terms and provisions of Section 4 of the Note; provided, however, that notwithstanding the terms and provisions of Section 4 of the Note to the contrary, (i) the Joint Meeting and the Local Unit hereby acknowledge and agree that the submission of Loan Disbursement Requisitions to the I-Bank, as required by the terms and provisions of Section 4 of the Note, shall be the obligation of the Joint Meeting, acting for and on behalf of the Local Unit in furtherance of the undertaking and completion of the Project, (ii) all proceeds of the Loan shall be disbursed by the I-Bank to the Joint Meeting, acting for and on behalf of the Local Unit, in furtherance of the undertaking and completion of the Project, and (iii) the Local Unit shall have no obligation to oversee, monitor or enforce the proper allocation of proceeds of the Loan, as shall be disbursed to the Joint Meeting by the I-Bank, to

the Costs of the Project. Further, the Joint Meeting hereby acknowledges and agrees to each of the terms, provisions, conditions and limitations set forth in Section 4(d) of the Note with respect to disbursements of the Loan.

Notwithstanding the terms and provisions of this Section 3 (or any other term or provision of the Note), the Joint Meeting and the Local Unit acknowledge and agree that any and all Loan repayments and all other amounts due under the Note shall be the exclusive payment obligation of the Local Unit, and the Joint Meeting shall have no obligation to make payment of any Loan repayments or any other amounts due under the Note. Notwithstanding the provisions of the proceeding sentence, the Joint Meeting hereby covenants and agrees to disburse to the I-Bank, on behalf of the Local Unit, all reimbursement payments, if any, received by the Joint Meeting from the United States Federal Emergency Management Agency that relate to the Project, and the costs of the Project financed through the Water Bank Construction Financing Program of the I-Bank with proceeds of the Note, for application, on behalf of the Local Unit, pursuant to the terms of Section 3(k) of the Note. Such disbursement by the Joint Meeting of reimbursement payments to the I-Bank, on behalf of the Local Unit, shall be completed by the Joint Meeting as expeditiously as is practical following receipt of such reimbursement payments by the Joint Meeting, but no later than three (3) business days thereafter. The Joint Meeting shall pay such reimbursement payments to the I-Bank via electronic transfer of funds pursuant to transfer instructions that shall be obtained by the Joint Meeting from the I-Bank upon the request of the Joint Meeting. The Local Unit hereby acknowledges and agrees to such disbursement by the Joint Meeting of reimbursement payments, upon receipt thereof from the United States Federal Emergency Management Agency, to the I-Bank, on behalf of the Local Unit, for application, on behalf of the Local Unit, pursuant to the terms of Section 3(k) of the Note.

EVENTS OF DEFAULT. The following events shall constitute an “Event of Default” hereunder: (i) failure by the Joint Meeting to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed pursuant to the terms of this Agreement; (ii) any representation made by the Joint Meeting contained in this Agreement or in any instrument furnished in compliance with or with reference to this Agreement is false or misleading in any material respect; (iii) the occurrence of a default by the Joint Meeting with respect to the performance of its duties and obligations pursuant to the terms of the MOA; and (iv) a petition is filed by or against the Joint Meeting under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Agreement or thereafter enacted, unless in the case of any such petition filed against the Joint Meeting such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal, or the Joint Meeting shall become insolvent or bankrupt or shall make an assignment for the benefit of its creditors, or a custodian of the Joint Meeting or any of its property shall be appointed by court order or take possession of the Joint Meeting or its property or assets if such order remains in effect or such possession continues for more than thirty (30) days. The Joint Meeting hereby acknowledges that an Event of Default hereunder shall constitute an “Event of Default” pursuant to, and as defined in, the Note.

REMEDIES UPON EVENT OF DEFAULT. Whenever an Event of Default shall have occurred and be continuing pursuant to the terms hereof, the Joint Meeting and Local Unit hereby acknowledge and agree to the rights of the I-Bank to take any action permitted or required at law or in equity to enforce the observance and performance of any duty, covenant, obligation or agreement of the Joint Meeting hereunder. If an Event of Default shall have occurred, the Joint Meeting and Local Unit hereby acknowledge and agree that the I-Bank shall have the right to (i) immediately cease disbursements of the proceeds of the Loan, and/or (ii) declare all Loan repayments and all other amounts due under the Note to be due and payable by the Local Unit immediately without further notice or demand, as and to the extent provided by the terms of the Note. The Joint Meeting and Local Unit hereby acknowledge and agree that

no remedy herein is intended to be exclusive, and every remedy shall be cumulative and in addition to every other remedy given under this Agreement or the Note or now or hereafter existing at law or in equity. The Joint Meeting and Local Unit hereby further acknowledge and agree that no delay or omission by the I-Bank to exercise any remedy or right accruing upon any Event of Default shall impair any such remedy or right or shall be construed to be a waiver thereof, but any such remedy or right may be exercised as often as may be deemed expedient.

MISCELLANEOUS.

Third Party Beneficiary. The I-Bank is a third-party beneficiary to this Agreement and is entitled to the rights and benefits hereunder and may enforce the provisions hereof as if it were a party hereto.

Modifications. This Agreement may not be modified, amended, supplemented, replaced, renewed or extended except by an agreement in writing signed by the parties and acknowledged and agreed to by the I-Bank.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Miscellaneous. (a) The obligations of the Joint Meeting pursuant to the terms and provisions of this Agreement shall remain in full force and effect as long as the Note remains outstanding. (b) This Agreement shall be binding upon the parties hereto and their respective successors and assigns. (c) The obligations of the Joint Meeting pursuant to the terms and provisions of this Agreement may not be assigned thereby for any reason, unless the I-Bank shall have approved said assignment in writing. (d) In the event any provision of this Agreement is held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof. (e) Whenever the Joint Meeting may seek to obtain the determination, approval or consent of the I-Bank in connection with the terms and provisions of this Agreement, such determination, approval or consent may be either granted or withheld by the I-Bank in its sole and absolute discretion. (f) The Joint Meeting and the Local Unit hereby acknowledge and agree that, consistent with the provisions of N.J.S.A. 58:11B-13, neither the directors of the I-Bank nor any officer of the I-Bank taking any action with respect to the Loan shall be liable personally with respect to the Loan or any matters or transactions related thereto.

Counterparts. This Agreement may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by electronic transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by electronic transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by electronic transmission.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have duly executed and delivered this Agreement as of the day and year first above written.

JOINT MEETING OF ESSEX AND

UNION COUNTIES

[]
[]

By: _____

[] OF [],
IN THE COUNTY OF [],
STATE OF NEW JERSEY

By: _____
[],
Mayor

ACKNOWLEDGED AND AGREED:

NEW JERSEY INFRASTRUCTURE BANK

By: _____
David E. Zimmer
Executive Director

Adopted

10. Communication and Petitions

A. Communications

A. Mayor Vauss - Appointment - Planning Board - Gerard Alexantre –
Replacing the late Harry Perryman - Term To Expire 12-31-22

11. Pending Business

None

NON-CONSENT AGENDA ITEMS

8. Ordinances, Bills & Claims

A. Ordinances on Second Reading

1. Council President Beasley: An ordinance establishing license requirements and regulations for mobile retail food trucks will be heard at this time. The Clerk will read the notice of hearing.

The Clerk read the notice of hearing.

The Clerk will read the ordinance by title

AN ORDINANCE ESTABLISHING LICENSE REQUIREMENTS AND REGULATIONS FOR MOBILE RETAIL FOOD TRUCKS

SECTION 1. Mobile Food Truck Establishments and Itinerant Merchants

License Required.

No vendors, mobile food truck establishments, temporary food trucks, or itinerant merchants shall carry on any business, trade, or occupation in the Township of Irvington without having first obtained from the Health Department, Division of Licensing a license for such business in accordance with this article. Furthermore, all vendors or itinerant merchants must obtain and display the proper license upon approval of the Health Department.

A. Definitions

Food Trailer

A non-motorized vehicle designed to be towed by a motorized vehicle that is registered and is able to be operated on the public streets of the State of New Jersey, in which ready-to-eat food is cooked, wrapped, packaged, processed, or portioned for sale or distribution.

Food Truck

A motorized vehicle that is registered and is able to be operated on the public streets of the State of New Jersey, in which ready-to-eat food is cooked, wrapped, packaged, processed, or portioned for sale or distribution.

Food Vehicle

Collectively, a food truck or food trailer.

Food Vendor

The owner or operator of a food truck or food trailer or owner's agent: hereinafter referred to as "vendor."

Temporary Mobile Food Establishment

Any moveable restaurant, truck, or trailer in which food or beverage is transported, stored, or prepared for retail sale or given away at temporary locations.

Vehicle

Means and includes cars, motor trucks, and other motor vehicles properly registered and insured in accordance with New Jersey motor vehicle laws. No licenses will be provided to individuals with carts or other types of non-motorized conveyance.

A. License Required.

1. No person shall operate a mobile food truck establishment or temporary mobile truck unless a license to operate the same has been issued by the Division of Licensing following the approval thereof from the Irvington Health Department.
2. No person shall operate a mobile food truck establishment or temporary mobile truck that has been found to be "Unsatisfactory" as defined by N.J.A.C. 8:24-8-11, until the Department of Health has issued a "Satisfactory" rating pursuant to N.J.A.C. 8:24-8.11.

B. Display of license.

1. Licenses issued under the provisions of this article shall be displayed in a conspicuous place on the food trailer, truck and/or vehicle in such a manner that the public may view the license, without obstruction.
2. Pursuant to N.J.A.C. 8:24-8.12, the placard rating of the most recent inspection of the mobile food truck, temporary food truck, and itinerant merchants shall be posted in a conspicuous place, on the trailer, truck and/or vehicle in such a manner that the public may view the rating, without obstruction.

C. Expiration date; renewal.

1. Licenses, other than for special permits, issued or approved under the provision of this article shall expire annually on December 31 of each year, and application for renewal thereof shall be submitted, together with the required fee, from December 1 to December 31 of each year. Temporary food truck licenses for special events shall be in effect for the duration of the event.
2. The license shall expire on December 31 next after its issuance. All licenses must be renewed before they expire, or the license shall be lost, and the Township shall issue the license to the next applicant the Township has or receives. Licensees who hold licenses shall not lose their license as long as they are continually renewed before expiration

D. Suspension or revocation of license.

1. A license issued under the provisions of this article may be revoked or suspended, and a request for a license may be denied, based upon just cause, which shall include, but not be limited to;
 - a. The violation of any of the provisions of this article;
 - b. The violation of any of the provisions of any other ordinance of the Township of Irvington;
 - c. The violation of any statute, regulation or code of the State of New Jersey dealing with health, disease control, sanitary practices, or environmental control;
 - d. A misrepresentation of a material fact related to the source of food supplies, the medical records of food handlers, or epidemiological information relating to investigation of a foodborne disease; and/or
 - e. Failure to comply with a lawful directive of the Health Officer or his duly appointed designee.
2. An owner or operator of a mobile food truck, temporary food truck, or itinerant merchant may appeal the suspension, revocation or denial of a license to operate and request a hearing thereon before the Health Officer and Adhoc Committee by filing a written request with the Health Officer within five business days from the date of receipt of such notice of suspension, revocation, or denial. Such appeal, which shall state in detail why the suspension, revocation, or denial should be reversed, shall be acted upon and a hearing held within 10 business days of its receipt.

B. EXEMPTIONS.

1. Any person who is soliciting on behalf of a charitable, political, or civic nonprofit organization shall be exempt from the licensing requirements of this section; provided, however, that such person shall be required to comply with all other provisions of this section.
2. The fee requirements of this section shall not be held to include the following persons who are expressly exempt from such fees;

- a. Any person selling fresh fruits, vegetables, and farm products directly from the farm.
- b. Any person honorably discharged from the military, naval, or marine forces of the United States.

C. Application for licenses, issuance; classes; number.

- A. Applications. All applications for vendors' licenses shall be accompanied by an application / license fee of \$200 and shall be made to the Township of Irvington on forms provided by the Division of Licensing and shall contain the following information:
1. Name and permanent and local address of the applicant. If the applicant is a corporation, the name and address of its registered agent and each person who will actually conduct the business. All such persons are hereinafter referred to as "applicants."
 2. If a vehicle is to be used, its description, including the license plate and VIN number.
 3. Applications by partnerships shall be signed by all partners, with the information required by this section supplied in detail as to each partner, and applications by corporations shall have attached individual statements containing all of the information required by this section relating to each employee or agent who shall engage in the licensed activity, and shall be signed by each employee or agent.
 4. The days of the week and the hours of the day during which the licensed activity will be conducted.
 5. A description of the nature of the business and the goods, property, or services to be sold or supplied.
 6. The applicant shall provide two photographs, not over one year old, showing the applicant's face, front and profile, of a minimum size of 1 ½ inches by 1 ½ inches which shall be affixed to the application.
 7. Upon receipt of said application, the Department of Health shall conduct an investigation into the plans for preparation and serving the food, including source of food and type of equipment to be used. Upon satisfactory evidence, based upon N.J.A.C. 8:24, the Department of Health shall approve the application and allow the applicant to obtain a license from the Division of Licensing.

D. Sanitary Regulations for Mobile Food Truck Establishments and Itinerant Merchants

The preparation and sale of food in or from any food trailer or truck from the street or other public place is hereby prohibited unless the vehicle shall conform with the following requirements:

1. The vehicle shall be of sound construction. That part containing the products, preferably of an acceptable metal, shall always be entirely enclosed and kept in a sanitary condition both inside and outside. The truck shall be thoroughly and efficiently insulated, with all openings screened and glass enclosed. The products-containing compartment of the truck shall have adequate working space to avoid overcrowding. Floors, walls, and ceiling thereof shall be constructed of an acceptable impervious material and their fibers shall be properly drained. The truck shall be provided with adequate light and ventilation.
2. Double wash trays of an adequate size to wash the largest moveable piece of equipment shall be provided with hot and cold running water. Hot water to be of a temperature not less than 170 degrees F. The sinks shall be properly drained to a septic tank on the truck.
3. The truck shall be equipped with a hand washbasin equipped with hot and cold running water. Soap and a single service towel shall be provided.
4. Dispensing windows shall be of sliding construction, properly screened or glassed.
5. The unit shall be provided with proper disposal cans for consumer use.

6. A proper and permanent place shall be provided where the truck and all equipment used in the processing of the product will be thoroughly washed and sanitized following each day's operation and before starting the next day's operation.
7. At all times, the operation of handling, preparation, storage and dispensing of food and drink shall be carried on or conducted in a manner so as not to constitute a hazard or nuisance so that the food and drink shall be protected from contamination by dust, filth and whatever may in any way cause it to become unwholesome or render it unfit for the human body.
8. A hood suppression system used in a food vehicle must be compliant with all state and local fire codes.

E. Issuance of License.

1. The license, if granted by the Irvington Health Department, shall be issued by the Division of Licensing. The Division of Licensing shall issue a license when a vehicle is to be used, bearing the words "Licensed Vendor, Township of Irvington," together with the number of the license and the expiration date written as "Expires December 31, 20____," and all vehicles used for the purpose of vending as aforesaid shall have affixed on the side thereof the name of the licensee in letters at least two inches in height written or clearly and distinctly thereon.
2. Any person, licensed as aforesaid, engaged in vending as aforesaid in the streets, private property, and public places of the Township of Irvington shall at all times carry with them, when so engaged, their license and shall exhibit the same, on demand, to any police officer or Township official requesting same.
3. The Division of Licensing shall keep a record of all such licenses in a book to be provided for that purpose.
4. The issuance of Class 1 licenses shall be limited to five licenses
5. The issuance of Class 2 licenses shall be limited to three licenses
6. The issuance of Class 3 licenses shall be limited to eight licenses.

F. License Classes; term; number restricted; Class of license

1. Licenses shall be divided into the following classes:
 - a. **Class 1: Food Truck** -sales on public property. License for the sale of products in designated areas within the Township of Irvington. The designated areas will be mainly located in our commercial / industrial areas. The license in these areas will be giving particular consideration to the safety of the patrons approaching the vendor.
 - b. **Class 2: Ice cream Truck.** License for the sale of ice cream products, frozen desserts products, water ices, frozen confectionery products and beverages from a food vehicle. The licensee may sell in any zone (except areas in which a Class 1 license is required), provided that no sale stops shall be for more than 15 minutes in any zone as indicated.
 - c. **Class 3: Food Trucks – private property.** License for the sale of food products, snacks and meals from a food truck. The licensee shall **NOT** be permitted to sell in any residential zone and shall be limited to sale of food on private property with the permission and invitation of the property owner (in writing). Licenses shall only be given out in commercial / industrial areas, in a location that does not create a public nuisance by way of overcrowding and parking violations.

Number of licenses: The number of licenses issued by the Township of Irvington shall be restricted as follows:

- a. Class 1: Five licenses

- b. Class 2: Three licenses
- c. Class 3: Eight licenses

License nontransferable.

No person having obtained a license under this article shall lend or hire the same to any person or lend or hire or allow the use of any license, with such licensed person's name thereon, for the purpose of vending. All vendors are required to obtain a license under this article unless specifically exempted. Vendor's licenses are specific to a person and peddlers are forbidden to allow another person to operate under their licenses.

G. Prohibited conduct and use regulations.

No Vendor shall:

- a. Cart regulations: Carts that are parked along the sidewalk are prohibited as the Township of Irvington has determined that sidewalks are not wide enough to support a cart and pedestrian traffic.
- b. Location of vehicle time limits (Ice Cream Trucks): park, station, or maintain a vehicle or allow it to remain at the same location for more than 15 minutes unless a sale is transacted, or potential customer is stopped at the vehicle surveying the vendor's products. After each sale or survey by a potential customer, the fifteen-minute period shall begin anew. At the expiration of the fifteen-minute period, the vendor must move its vehicle at least 30 feet. The vendor may not return to any location from which they have moved in accordance with the requirements of this section to any place within 30 feet of said location for two hours. The section shall apply to all locations throughout the Township unless waived by the Adhoc Committee members.
- c. Obstruction of traffic or pedestrians; litter receptacle; receptacle requirements: park, station, or maintain a vehicle in such a way as would substantially restrict, obstruct, interfere with or impede the pedestrian's right-of-way; substantially restrict, obstruct, interfere with or impede the ingress or egress from the abutting property; create or become a nuisance; increase traffic congestion, cause or increase traffic delay or hazards; cause, create or constitute a danger to life, health or property; or sell food, drinks, ice cream or confections of any kind for immediate consumption unless they have available for public use their own litter receptacle which shall be clearly marked and maintained for his patronage use. No vendor shall leave any location without first picking up, removing and disposing of any and all trash or refuse remaining from sales made by them.
- d. Unattended vehicles: leave any vehicle unattended at any time or store, place, or leave the same overnight on any public way of the Township of Irvington.
- e. Prohibited hour of sale: engage in the business of selling between 9 p.m. and 7 a.m.
- f. Proximity to intersections: park, station, or maintain a vehicle or its goods, wares, or merchandise, or allow them to remain at any location for sale or display or be sold if to do so would place the seller or his goods, waves, or merchandise closer than 10 feet from intersecting streets or sidewalks.
- g. Proximity to curb cuts: engage in the business of vending within 10 feet of any location where the curb has been depressed to facilitate pedestrian or vehicle movement.
- h. Minimum pedestrian right-of-way: park, station, or maintain a vehicle or allow it to remain on any sidewalk if to do so would reduce the unobstructed pedestrian right-of-way to less than 6 feet.
- i. Proximity to bus stops: engage in the business of vending within 60 feet of a bus stop.
- j. Proximity to fire hydrants and crosswalks: engage in the business of vending within 15 feet of any fire hydrant, crosswalk, or driveway.
- k. Placing a vehicle where parking is prohibited; place a vehicle or conduct a general vending business at a location in the street where stopping, standing, or parking is prohibited, or during a time period when stopping, standing, or parking is restricted.

- l. Violation of traffic parking regulation: violate any traffic parking law, ordinance, or regulation, or operate in such a manner as to restrict the continued maintenance of a clear passageway for vehicles.
- m. Display of tax certificate: engage in the business of vending without prominently displaying on the vehicle, the certificate of registration from the Director of the Division of Taxation of the New Jersey State Department of Treasury.

H. Regulations and restrictions for mobile retail food establishments.

1. No food vehicle shall operate within the borders of the Township of Irvington without first having been inspected and approved by the Township of Irvington Fire Department – Fire Prevention Bureau and Department of Health.
2. All products sold or offered for sale from such vehicles shall comply with all the laws and local ordinances relating to food and food products
3. It shall be unlawful for a mobile food truck establishment and transient merchants to:
 - a. Sell or offer to sell his or her products to a person standing in the roadway, nor shall they allow any unauthorized person to ride in or on the vehicle.
 - b. Occupy a location in a residential zone. A street location which immediately abuts a residential zone on either side shall be considered a residential zone.
 - c. Occupy any location situated within 200 feet of the property of any elementary, middle, or high school, whether public or private during the school calendar year.
 - d. Vacate a temporary location without first removing all waste and debris which has been caused by his or her occupancy or his or her patrons.
 - e. Operate within 150 linear feet of a brick-and-mortar retail food establishment building.
4. Food and drinks may only be sold between the hours of 7 a.m. to 8:59 p.m.
5. Each establishment must place a trash can of adequate size and a recycle can near the establishment's location. Establishments are required to remove trash and to properly dispose of trash and recyclable containers and materials. No trash or recyclables shall be disposed of in receptacles owned by the Township of Irvington or nonprofit corporations or associations that place trash or recycling receptacles on the street for use by the public.
6. Nothing herein shall be construed to:
 1. Permit parking in any location in violation of the general parking ordinances of the Township of Irvington.
 2. Limit the discretion of a police officer to require a mobile food truck establishment or transient merchant to move from an otherwise permitted location in the interest of public safety or the adequate movement of vehicular or pedestrian traffic.

I. Special permits: fees.

A vendor operating at a special event, party, fair, or festival where there will be a food vehicle, with the exception of Township-organized and sponsored special events, is required to comply with this article. Permits for one day to three days may be issued by the Township's Division of Licensing in lieu of the licenses required by this article, subject to the approval of the Township's Business Administrator, upon payment of a fee of \$50 to the Division of Licensing. The application must be filed no later than two weeks before the event. Applications made less than two weeks before the event may be accepted up to the day of the event at the discretion of the Township Business

Administrator. A late service fee may be charged not to exceed double the standard fee. In no case, may a food vehicle operate without approval by the Township Business Administrator.

J. Township-organized or sponsored special events, permits; fees.

A vendor operating at a Township-organized and sponsored special event is required to comply with this article. Permits for one day to three days may be issued by the Township. The application must be filed no later than two weeks before the event. Applications made less than two weeks before the event may be accepted up to the day of the event at the discretion of the Township Business Administrator.

K. Violations and penalties.

Any person who violates any provision of this article shall, upon conviction thereof, be punished by a fine not exceeding \$2,000 or imprisonment for a term not exceeding 90 days or a period of community service not exceeding 90 days, or by any combination of such fine, imprisonment and/or community service.

Description	1 st Offense	2 nd Offense	3 rd Offense	4 th Offense (Max. fine) Court Appearance required
Current License Required	\$150	\$300	\$450	\$800
Display of License	\$50	\$100	\$250	\$500
Temporary Food Truck License Required	\$50	\$100	\$250	\$500

SECTION 2. All ordinances or parts thereof that are inconsistent herewith are hereby repealed.

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

The public hearing on this Ordinance is now open

There were no requests to be heard.

Evans – Beasley Motion to close public hearing

Adopted

Evans – Beasley Motion to adopt this ordinance on second reading after public hearing

Adopted

2. Council President Beasley: An ordinance amending Chapter 324 of the Health Code “License Fee” to include a re-opening fee for conditional satisfactory rating and an unsatisfactory rating closure will be heard at this time. For the record, this notice is identical to the prior notice. The Clerk will read the ordinance by title.

AN ORDINANCE AMENDING CHAPTER 324 OF THE HEALTH CODE OF THE CITY OF IRVINGTON, IN THE COUNTY OF ESSEX, NEW JERSEY, “LICENSE FEES” TO INCLUDE A RE-

OPENING FEE FOR A CONDITIONAL SATISFACTORY RATING AND AN UNSATISFACTORY RATING CLOSURE.

NOW, THEREFORE, BE IT ORDAINED BY THE IRVINGTON DEPARTMENT OF HEALTH, THAT CHAPTER 324 OF THE HEALTH CODE BE REVISED AS FOLLOWS;

Chapter 324-4 E. Re-inspection fees

SECTION 324-4 E. FEES FIXED

The licensing year fee for the several licenses or permits referred to in this code are hereby fixed as follows:

Re-inspection penalty fee.

1. Retail food establishments and restaurants receiving a conditional rating shall immediately be assessed a fine of 25% of the normal license fee.
2. Retail food establishments and restaurants receiving a second, subsequent conditional rating shall immediately be assessed a fine of 50% of the normal license fee.
3. Retail food establishments and restaurants receiving an unsatisfactory rating, resulting in closure of the business, shall be assessed a re-opening fee of \$50.00.

All other portions of Chapter 324, shall remain unchanged.

This Ordinance shall take effect upon final passage and publication as required by law.

The public hearing on this Ordinance is now open

There were no requests to be heard.

Hudley - Brown

Motion to close public hearing

Adopted

Hudley – Brown

Motion to adopt this ordinance on second reading after public hearing

Adopted

3. Council President Beasley: An ordinance amending and supplementing Section 550-2 of the Revised Code Entitled Stormwater Management, Definitions will be heard at this time. For the record, this notice is identical to the prior notice. The Clerk will read the ordinance by title.

AN ORDINANCE AMENDING AND SUPPLEMENTING SECTION 550-2 OF THE REVISED CODE ENTITLED STORMWATER MANAGEMENT, DEFINITIONS.

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON as follows:

SECTION 1. Section 550-2 of the Revised Code of the Township of Irvington is hereby amended and supplemented as stated below:

Section 550-2 Definitions

COUNTY REVIEW AGENCY

Delete: “An agency designated by the County Board of Chosen Freeholders.”

Add: “An agency designated by the Essex County Board of County Commissioners.”

Major Development

Delete: “A. The disturbance of one or more acres of land since February 2, 2004.”

Add: “A. The disturbance of 5,000 square feet or more of land since February 2, 2004.”

SECTION 2. All ordinances or parts thereof that are inconsistent herewith are hereby repealed.

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

The public hearing on this Ordinance is now open

There were no requests to be heard.

Vick - Hudley

Motion to close public hearing

Adopted

Vick - Hudley

Motion to adopt this ordinance on second reading after public hearing

Adopted

4. Council President Beasley: An ordinance authorizing an hourly range of attorney’s fees will be heard at this time. For the record, this notice is identical to the prior notice. The Clerk will read the ordinance by title.

ORDINANCE APPROVING A RANGE FOR ATTORNEYS FEES

WHEREAS, the Township is seeking to procure the best professional legal services possible to defend the Township and its employees or agent in future litigation and in all other matters;

WHEREAS, the current rate of Attorney fees within the surrounding municipalities and within the State of New Jersey exceed the current rate approved by the Municipal Council.

WHEREAS, current litigation has yielded results that the Administration and Municipal Council believe could have been improved through the hiring of more competent and experienced legal counsel;

WHEREAS, the Township and Municipal Council believe approval of a range of fees for different matters is a more prudent use of resources, rather than a flat fee for all matters;

NOW THEREFORE BE IT ORDAINED that the governing body of the Township of Irvington, in the County of Essex, in the State of New Jersey, hereby authorizes the Township to utilize a range for Attorney fees from \$115.00 to \$400.00 per hour for legal matters assigned by the legal department. The Township Attorney has authority to exceed these rates for emergent or extra ordinary circumstances

The public hearing on this Ordinance is now open

There were no requests to be heard.

Vick - Brown Motion to close public hearing

Adopted

Vick - Brown Motion to adopt this ordinance on second reading after public hearing

Adopted

5. Council President Beasley: An ordinance amending Chapter 380 of the Revised Code Entitled Litter Regarding Handbills will be heard at this time. For the record, this notice is identical to the prior notice. The Clerk will read the ordinance by title.

AN ORDINANCE AMENDING CHAPTER 380 OF THE REVISED CODE OF THE TOWNSHIP OF IRVINGTON ENTITLED LITTER PERTAINING TO HANDBILLS

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

SECTION 1. Amendments to § 380-11 Distributing handbills; § 380-12 Placing handbills in or upon vehicles; § 380-13 Placing handbills on vacant private premises; § 380-14. Placing of handbills on private premises.

§ 380-11 Distributing handbills

A. No person shall throw or deposit any commercial or noncommercial handbill in or upon any sidewalk, street or other public place within the Town. No person shall hand out or distribute or sell any commercial handbill in any public place; provided, however, that it shall not be unlawful on any sidewalk, street or other public place within the Town for any person to hand out or distribute, without charge to the receiver thereof, any noncommercial handbill to any person willing to accept it.

B. It shall also be in violation of § 380-11 for any person or business to respond to or attempting to benefit from the illegal placement or any illegally distributed handbill within the Town.

§ 380-12 Placing handbills in or upon vehicles

A. No person shall throw or deposit any commercial or noncommercial handbill in or upon any vehicle; provided, however, that it shall not be unlawful in any public place for a person to hand out or distribute, without charge to the receiver thereof, a noncommercial handbill to any occupant of a vehicle who is willing to accept it.

It shall also be unlawful for any person to respond or benefit from the placement of any illegally distributed handbill within the Town.

B It shall also be in violation of § 380-12 for any person or business to respond to or attempting to benefit from the illegal placement or any illegally distributed handbill on vehicles within the Town.

§ 380-13 Placing handbills on vacant private premises

A. No person shall throw or deposit any commercial or noncommercial handbill in or upon any private premises which are temporarily or continuously uninhabited or vacant.

B. It shall also be in violation of § 380-13 for any person or business to respond to or attempting to benefit from the illegal placement or any illegally distributed handbill on vacant private premises within the Town.

§ 380-14. Placing of handbills on private premises. [Amended 1-10-2006 by Ord. No. MC 3311]

It shall be unlawful for any person to deliver or deposit, or for any person, firm or corporation to cause the delivery or deposit, of any unsolicited newspapers, shoppers, circulars, leaflets, flyers and other like printed matter to or upon private premises within the Township of Irvington except in accordance with the terms herein. For purposes of this section, "unsolicited" shall mean the printed matter referred to herein which has not been ordered, subscribed or requested by the recipient.

A. Such printed matter shall be placed only within a permanently installed appurtenance to the premises designed and designated for the receipt of such printed matter or by handing or transmitting the handbill directly to the owner, occupant or other person then present.

B. Excepted from Subsection A shall be such printed matter which plainly bears upon it either in the masthead or on the front page setting forth the name, telephone number and address of the person responsible for its circulation to whom may be addressed a written notice by any recipient indicating the recipient's desire to cease future delivery of the particular item of printed matter. The notice shall be a minimum 11 point, bold type in size and shall appear in each publication.

C. There shall be no intentional delivery whatsoever of any such unsolicited printed matter to premises after the owner or tenant of such premises has notified the person responsible for its circulation, as referred to in Subsection B herein, by certified mail, return receipt requested, and by first class mail that future delivery shall cease.

D. Any person or business responding to or attempting to benefit from the illegal placement or any illegally distributed handbill on private premises shall be in violation of § 380-14.

E. Penalties. Any person, firm or corporation who violates this section shall be subject to the fines and penalties set forth in § 380-24, Violations and penalties; schedule of fines.

SECTION 2. All ordinances or parts thereof that are inconsistent herewith are hereby repealed.

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

The public hearing on this Ordinance is now open

There were no requests to be heard.

Vick - Beasley

Motion to close public hearing

Adopted

Vick - Beasley

Motion to adopt this ordinance on second reading after public hearing

Adopted

12. Miscellaneous

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

Conrad McPherson, 25 Feiner Place

Council President Beasley responded to the above referenced citizen.

13. Adjournment

There being no further business, the meeting adjourned at 7:47 P.M.

Jamillah Z. Beasley, Council President

Harold E. Wiener, Municipal Clerk