

# RESOLUTION OF THE TOWNSHIP OF IRVINGTON, NJ

No. **DH18-0814-10**

Date of Adoption **AUGUST 14, 2018**

APPROVED AS TO FORM AND LEGALITY ON THE BASIS OF FACTS SET FORTH BY

*[Signature]*  
Legislative Research Officer

PRESENTED BY COUNCIL MEMBER **LYONS** SECONDED BY **BURGESS**

RESOLUTION PERMITTING UNBREAKABLE LEGACY, INC. TO UTILIZE BLOCK 167 AND LOT 1 AS A COMMUNITY GARDEN

WHEREAS, the Township of Irvington is the owner of vacant and underutilized land described on the Township tax maps as Block 167 and Lot 1, also referenced as 67-73 Hopkins Place; and

WHEREAS, Block 167 and Lot 1 is not required for any public purpose; and

WHEREAS, the Township of Irvington's Department of Health has launched a program called the "Urban Farming Initiative" intended to 1) increase and encourage access to healthy food options for Township residents and 2) build a greater sense of community among Township residents; and

WHEREAS, the Township of Irvington and Unbreakable Legacy, Inc. recognizes the value of community gardening in advancing the purposes of the "Urban Farming Initiative"; and

WHEREAS, Unbreakable Legacy, Inc., a non-profit corporation organized under the laws of the State of New Jersey is a participant within the Urban Farming Initiative; and

WHEREAS, the Unbreakable Legacy, Inc. desires to accept a lease from the Township of Irvington to apply skills associated with the development of a community garden on the property associated with Block 167 and Lot 1.

NOW THEREFORE BE IT RESOLVED, that The Township of Irvington, will lease Block 167 and Lot 1 to Unbreakable Legacy, Inc. in association with the Department of Health's Urban Farming for a period of five (5) years, as per the terms of the executed lease agreement.

## RECORD OF COUNCIL VOTE

X = Indicates Vote    N.V. = No Vote    A.B. = Absent

| COUNCIL MEMBER              | YES | NO | N.V. | A.B. | COUNCIL MEMBER           | YES | NO | N.V. | A.B. |
|-----------------------------|-----|----|------|------|--------------------------|-----|----|------|------|
| BURGESS, 1ST VICE PRESIDENT | X   |    |      |      | INMAN                    | X   |    |      |      |
| COX                         |     |    |      | X    | JONES, 2ND VICEPRESIDENT | X   |    |      |      |
| FREDERIC                    | X   |    |      |      | LYONS, PRESIDENT         | X   |    |      |      |
| DR. HUDLEY                  | X   |    |      |      |                          |     |    |      |      |

PRESIDENT OF COUNCIL *[Signature]* MUNICIPAL CLERK *[Signature]* DATE **AUGUST 14, 2018**

I hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Municipal Council. In witness whereof I have hereunto set my hand and the Corporate Seal of the Township of Irvington.

MUNICIPAL CLERK *[Signature]*

DATE **AUG 14 2018**



ADMINISTRATOR ☒ ASSESSOR ☐ BLDG ☐ CFO ☒ COLLECTOR ☐ COURT ☐ EDGO ☐ ENGINEER ☐ FIRE ☒ CF ☐ HEALTH ☒ HOUSING ☐ INIC ☐ JUDGE ☐ LEGAL ☒ LIBR ☐ LICEN ☐ MAYOR ☐ NPP ☐ OCDP ☐ PARKS ☐ PAYROLL ☐ PUBLIC SAFETY ☒ DIR ☐ PUBLIC WORKS ☐ PURCHASING ☒ SEC ☒ PB/ZBA ☐ TRAFFIC ☐ ZONING ☒ OFF ☐ DLGS ☐ GNCD ☐ OTHER(S):

**LEASE AGREEMENT**

**THIS LEASE AGREEMENT** (the "Lease" or the "Agreement") is made this 18<sup>th</sup> day of April 2018, by and between the Township of Irvington, New Jersey, a municipal corporation of the State of New Jersey located at 1 Civic Square, Irvington, N.J. 07111 (hereinafter referred to as (the "Township" or the "Owner") and **UnBreakable Legacy, Inc.**, a non-profit corporation organized under the laws of the State of New Jersey and located at **35 Lincoln Avenue, Apt 231, Metuchen, New Jersey 08840** (hereinafter referred as the "Organization")

**WITNESSETH:**

WHEREAS, the Township is the owner of vacant and underutilized land described on the Township tax maps as **Block 167 and Lot 1** (the "Property"); and

WHEREAS, the Property is not required for any public purpose; and

WHEREAS, the Township has launched a program called the "Urban Farming Initiative" intended to 1) increase and encourage access to healthy food options for Township residents and 2) build a greater sense of community among Township residents; and

WHEREAS, the Township and the Organization recognizes the value of community gardening in advancing the purposes of the "Urban Farming Initiative;" and

WHEREAS, pursuant to N.J.S.A. 40:60-51.12, the governing body of any New Jersey municipality may lease, without cost or at a nominal rental, any real estate owned or controlled by it, or any interest therein, when, and to the extent that, it is not required for municipal purposes, to any non-profit corporation for the purpose of promoting the health, safety, morals and general welfare of the community and not for commercial business, trade or manufacturing purposes; and

WHEREAS, pursuant to N.J.S.A. 40A:12-15(i), (j), and (l), the Township may lease Township-owned vacant land, not to exceed 50 years, to any non-profit corporation, to advance any municipal public purpose that promotes the health, safety, morals and general welfare of the community, including 1) the cultivation or use of vacant lots for gardening or recreational purposes; or 2) the lease of a tract of land of less than five acres to cultivate and sell fresh fruits and vegetables; and

WHEREAS, the Organization is familiar with the concept and operation of community gardens and desires to accept a lease from the Township to apply those skills to the development of a community garden on the Property.

**NOW THEREFORE, in consideration of the covenants and mutual agreements contained therein, the Parties hereto agree as follows.**

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I. **Term:** The Lease shall begin on the latter of (1) a date of signing by both parties or (2) a date of Incorporation for the non-profit corporation (the "Effective Date"). The Lease shall end on a date that is five years following the Effective Date.

II. **Use:** The Organization agrees that the use of the Property is limited to the development of a community garden and not for commercial business, trade, or manufacturing process. Details regarding allowable activities that are ancillary to the primary activities of planting and harvesting are set forth in **Exhibit A** attached hereto and made a part hereof; and details regarding the access to the Property are set forth in **Exhibit B** attached hereto and made a part hereof.

Requests for alterations to **Exhibits A** and **B** shall be submitted to the Township in writing no less than fifteen (15) days prior to the date the alteration is to be made effective. The Township agrees to respond to the request within ten (10) days of receipt of the request from the Organization. No alterations are permissible without the written consent of the Township.

III. **Liability/Risk of Loss:** The Organization agrees that any of its members, agents, guests and others permitted access to the Property shall be bound by the terms of this Lease. Nothing contained herein shall be construed as shifting responsibility of supervising the Organization's members, agents,

guests and others permitted access to the Property to the Township. The Organization hereby acknowledges its acceptance of the Property in an "as-is" condition and without warranty of any kind. The Organization shall bear the entire cost and risk of loss for any and all damage including, but not limited to: personal injury, theft, destruction or damage to any materials or equipment used by the Organization in association with operation of the garden.

**IV. Rent:** The Organization's time and diligent efforts associated with the creation of a community garden on the Property shall constitute good and valuable consideration for the lease of the Property by the Owner.

**V. Duties and Obligations of the Parties:**

**A. As to the Township:**

1. Deliver a lease that is free and clear of encumbrances.
2. To the extent allowed by law, maintain transparency and cooperation with the Organization over the term of the Lease.
3. Provide the Organization with a "garden starter kit" described in **Exhibit E** attached hereto and made a part hereof.

**B. As to the Organization:**

1. Manage all activities associated with the community garden.
2. Maintain the Property in accordance with local ordinances, including (a) the removal of trash, litter and debris; (b) avoiding the use or storage of harmful chemicals; (c) the posting of signs describing unacceptable behavior.
3. Maintain transparency and cooperation with the Township including (a) providing the Township with prior information about fundraising plans and activities; and (b) providing the Township with plans and activities that expand upon the "garden starter kit."
4. Comply with all local state and federal laws rules and regulations.

**VI. Events of Default:**

**A. The Organization shall be deemed in default of the terms of this Lease if:**

1. The Organization, the Organization's members, agents, guests, or others permitted access to the Property violate the terms of this Lease, or consistently exercise conduct that violate safety, health, or criminal laws, regardless of whether arrest or conviction occurs.
2. The Organization attempts to assign or mortgage the Property, or any part thereof.
3. As otherwise allowed by law.

**B. The Township shall be deemed in default under the terms of this Lease if:**

1. The Township denies or unreasonably restricts access to the Property by the Organization, its members, agents, guests, or others identified in advance by the Organization as having authority to have such access.
2. The Township unjustifiably attempts to terminate this Lease in advance of the end of the term and not in accordance with the Termination provision provided herein below.

**VII. Termination:**

- A. Either party may terminate this Lease Agreement by providing ninety (90) days written notice to the other party in accordance with the Notice provision below. Notwithstanding any Article above to the contrary, the Organization may terminate this Agreement within thirty (30) days of the Effective Date if insurance as required by Article XI cannot be obtained within premium limits set forth in **Exhibit C**. This Agreement shall otherwise terminate in accordance with Article 1 above.
- B. Upon expiration or termination of this Agreement, the Organization agrees to remove all of its personal property, excluding permanently fixed plantings (unless directed to do so by the Owner), and return the Property to the Owner in the condition of the Property on the Effective Date.
- C. Upon expiration or termination of this Agreement, all non-perishable items included in the "garden starter kit" shall be returned to the Owner.
- D. In the event that the Organization abandons the Property prior to the end of the term or is evicted from the Property by process of law prior to the end of the term, personal property remaining on the Property shall be deemed abandoned and may be disposed of by the Owner at the expense of the Organization.

**VIII. Alterations and Improvements:** The Organization shall not make any alterations or improvements to the Property except as mutually agreed to by the parties. Requests for alterations shall be submitted to the Township in writing no less than fifteen (15) days prior to the date the alteration is to be created. The Township agrees to respond to the request within ten (10) days of receipt of the request from the Organization.

**IX. Owner's Right to Enter:** The Township, its agents and assigns reserve the right to enter the Property upon reasonable notice to the Organization (or without notice in the case of an emergency), for any purpose deemed germane by the Township and necessary to maintain, repair or secure the Property, to comply with any governmental or judicial requirement or directive, or to post notices.

**X. Defense and Indemnification:** The Organization shall assume all costs, risk and responsibility for, and agrees to defend, indemnify and hold harmless the Township from and against all suits, claims, actions, judgments, losses, demands or damages, on account of the loss of life, personal injury, or property damage of any person whatsoever which shall arise out of the Organization's use of the Property. This indemnity shall survive the termination or expiration of this Lease.

**XI. Insurance:** The Organization shall procure and maintain insurance to adequately protect both the Organization and the Township from claims for bodily injury and personal injury, including death and damage to property which may arise or result from the use of the Property by the Organization. The type, form and minimum amount of coverage of this insurance shall be as set forth in **Exhibit C** attached

hereto and made a part hereof.

Requests for alterations to **Exhibits C** shall be submitted to the Township in writing prior to the date the alteration is to be made effective. The Township agrees to respond to the request within a reasonable timeframe of receipt of the request from the Organization. . No alterations are permissible without the written consent of the Township.

**XII.     Signage:** Any signs, monuments or placards the Organization wishes to install on the Property during the term of this Lease shall be in compliance with local codes and ordinances and must receive the prior approval of the Township. The property should not be used to market, advertise or promote services associated with any other organization except that the property may be used to market, advertise, or promote services in furtherance of the Organization's mission individually or in collaboration with other organizations.

Requests for signage shall be submitted to the Township in writing no less than ten days prior to the date the signage is to be posted. The Township agrees to respond to the request within three business days of receipt of the request from the Organization.

**XIII.    Utility Bills/Water:** Costs associated with the use by the Organization during the term of this Lease of any utility or water services shall be the sole responsibility of the Organization.

**XIV.    City, County, State and Federal Laws:** The Organization agrees to comply with all applicable city, county, state and federal laws and shall conduct no illegal activities on the Property.

**XV.     Liens:** The Organization shall keep the Property free and clear of all liens and, should the Organization fail to do so, or fail to have any liens created by the Organization removed from the Property within fourteen (14) days of notification to do so by the Township, in addition to all other remedies available to the Township, the Organization shall indemnify and hold the Township harmless for all costs and expenses, including attorney's fees, incurred by the Township in having such liens removed from the Property.

**XVI.    Severability:** If any term of this Agreement is to any extent illegal, or otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

**XVII. Entire Agreement:** This Agreement constitutes the entire understanding between the parties regarding this matter and merges all prior discussions. There are no representations, warranties or promises not expressly set forth in this Agreement. This Agreement may not be modified, amended or renewed except by writing, signed by both parties.

**XVIII. Choice of Law:** This Agreement, including its validity, interpretation, and enforcement shall be governed by the laws of the State of New Jersey, without regard to its choice of law principles. Any dispute arising out of this Agreement shall be resolved in the appropriate division of the Superior Court of New Jersey; except that the parties may at their individual discretion agree to resolve any such dispute by way of alternative dispute resolution as set forth below.

**XIX. Alternative Dispute Resolution:** In the event that the parties agree to resolve a dispute by way of alternate dispute resolution, one panelist shall be selected by each of the parties ("two panelists"). A third panelist will be selected by the two panelists. Once the three panelists are selected the panel will attempt to resolve the dispute.

If the panel does not resolve the dispute then the Organization and Owner shall meet on at least one occasion and attempt to resolve the dispute on their own. The time and place shall be mutually agreeable to both parties.

**XX. Time of the Essence:** The parties agree that time is of the essence with respect to the performance of each of the obligations under this Agreement. The parties further agree that in the event that any date on which performance is to occur falls on a Saturday, Sunday, or state or national holiday, then the time for such performance shall be extended until the next business day following the Saturday, Sunday or holiday.

**XXI. Reporting:** The Organization agrees to provide the Township with quarterly reports describing activities consistent with the obligations set forth in Article V B above. Reporting deadlines are detailed in Exhibit D attached hereto and made a part hereof.

Requests for alterations to Exhibit D shall be submitted to the Township in writing no less than fifteen (15) days prior to the date the alteration is to be made effective. The Township agrees to respond to the request within ten (10) days of receipt of the request from the organization.

**XXII. Notices:** Notices required or allowed to be sent under the terms of this Agreement shall be sent to the parties as follows:

**As to Irvington Township:**

To: Dr. Monique S. Griffith  
Director of Health  
1 Civic Square  
Irvington, New Jersey 07111

**As to UnBreakable Legacy, Inc.**

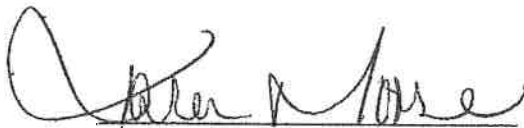
To: Karen Moore  
UnBreakable Legacy, Inc.  
35 Lincoln Ave, Apt. 231  
Metuchen, New Jersey 08840

Notices may be sent by mail or email. Notices may be sent to such other person or address as may be designated by the parties from time to time.

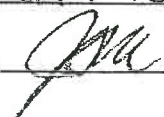
**XXIII. AGREED AND ACCEPTED BY:**

  
By: Dr. Monique Griffith

Attested by \_\_\_\_\_



By: Karen Moore

Attested by 

### EXHIBIT A: Allowable Ancillary Activities

|                                                                                            |
|--------------------------------------------------------------------------------------------|
| Examples of allowable ancillary activities in furtherance of the Organization's mission:   |
| Activities held at the garden that are free.                                               |
| Activities held at the garden that require a fee to cover reasonable expenses.             |
| Activities held at the garden requiring a fee to bring in speakers.                        |
| Activities held at the garden to raise funds in furtherance of the Organization's mission. |

**EXHIBIT B: Hours of Property Access**

|           |                           |
|-----------|---------------------------|
| Monday    | <u>8:00 am – 9:00 pm</u>  |
| Tuesday   | <u>8:00 am – 9:00 pm</u>  |
| Wednesday | <u>8:00 am – 9:00 pm</u>  |
| Thursday  | <u>8:00 am – 9:00 pm</u>  |
| Friday    | <u>8:00 am – 10:00 pm</u> |
| Saturday  | <u>8:00 am – 10:00 pm</u> |
| Sunday    | <u>8:00 am – 8:00 pm</u>  |

### EXHIBIT C: Minimum Insurance Coverage

\$2,000,000.00 per occurrence or \$2,000,000 in the aggregate for any damage, loss and/or injury claimed against the Township arising from the use of the property by licensees or invitees. The policy must name the Township of Irvington as an additional insured.

**EXHIBIT D: Quarterly Report Deadlines**

| Quarter        | Due Dates                                        |
|----------------|--------------------------------------------------|
| First Quarter  | April 1 <sup>st</sup> through 11 <sup>th</sup>   |
| Second Quarter | July 1 <sup>st</sup> through 11 <sup>th</sup>    |
| Third Quarter  | October 1 <sup>st</sup> through 11 <sup>th</sup> |
| Fourth Quarter | January 1 <sup>st</sup> through 11 <sup>th</sup> |

### **EXHIBIT E: Garden Starter Kit**

The Organization shall be responsible for training persons to use the items in the kit. The organization is responsible for any injury or damage caused from the items in the kit.

|                     |                  |
|---------------------|------------------|
| Traditional Pruner  | Hardware Cloth   |
| Rear Trigger Nozzle | Landscape Fabric |
| Knit Gripper Gloves | Digging Shovel   |
| Garden Hoe          | Plant Labels     |
| Deck Mate Screws    |                  |



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/18/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                          |                                                |                       |
|------------------------------------------------------------------------------------------|------------------------------------------------|-----------------------|
| <b>PRODUCER</b><br>Hiscox Inc.<br>520 Madison Avenue<br>32nd Floor<br>New York, NY 10022 | <b>CONTACT NAME:</b>                           |                       |
|                                                                                          | <b>PHONE (A/C, No, Ext):</b> (888) 202-3007    | <b>FAX (A/C, No):</b> |
| <b>INSURED</b><br>Unbreakable Legacy<br>35 LINCOLN AVE APT 231<br>METUCHEN, NJ 08840     | <b>E-MAIL ADDRESS:</b> contact@hiscox.com      |                       |
|                                                                                          | <b>INSURER(S) AFFORDING COVERAGE</b>           |                       |
|                                                                                          | <b>INSURER A:</b> Hiscox Insurance Company Inc | <b>NAIC #</b> 10200   |
|                                                                                          | <b>INSURER B:</b>                              |                       |
|                                                                                          | <b>INSURER C:</b>                              |                       |
|                                                                                          | <b>INSURER D:</b>                              |                       |
|                                                                                          | <b>INSURER E:</b>                              |                       |
|                                                                                          | <b>INSURER F:</b>                              |                       |

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR                                                                                                                                                  | TYPE OF INSURANCE                                                                                                                                                                                                                            | ADDL INSD                    | SUBR WVD | POLICY NUMBER      | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                               |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|----------|--------------------|-------------------------|-------------------------|----------------------------------------------------------------------|
| A                                                                                                                                                         | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                                                                                    | Y                            |          | UDC-2229168-CGL-18 | 04/13/2018              | 04/13/2019              | EACH OCCURRENCE \$ 2,000,000                                         |
|                                                                                                                                                           | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000                                                                                                                                                                                         |                              |          |                    |                         |                         |                                                                      |
|                                                                                                                                                           | MED EXP (Any one person) \$ 5,000                                                                                                                                                                                                            |                              |          |                    |                         |                         |                                                                      |
|                                                                                                                                                           | PERSONAL & ADV INJURY \$ 2,000,000                                                                                                                                                                                                           |                              |          |                    |                         |                         |                                                                      |
| GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |                                                                                                                                                                                                                                              |                              |          |                    |                         |                         | GENERAL AGGREGATE \$ 2,000,000                                       |
|                                                                                                                                                           |                                                                                                                                                                                                                                              |                              |          |                    |                         |                         | PRODUCTS - COMP/OP AGG \$ 2,000,000                                  |
|                                                                                                                                                           | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS |                              |          |                    |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$                               |
|                                                                                                                                                           | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br><b>DED</b> <input type="checkbox"/> RETENTION \$                                                                           |                              |          |                    |                         |                         | BODILY INJURY (Per person) \$                                        |
|                                                                                                                                                           | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                | Y/N <input type="checkbox"/> | N/A      |                    |                         |                         | BODILY INJURY (Per accident) \$                                      |
|                                                                                                                                                           |                                                                                                                                                                                                                                              |                              |          |                    |                         |                         | PROPERTY DAMAGE (Per accident) \$                                    |
|                                                                                                                                                           |                                                                                                                                                                                                                                              |                              |          |                    |                         |                         | \$                                                                   |
|                                                                                                                                                           |                                                                                                                                                                                                                                              |                              |          |                    |                         |                         | EACH OCCURRENCE \$                                                   |
|                                                                                                                                                           |                                                                                                                                                                                                                                              |                              |          |                    |                         |                         | AGGREGATE \$                                                         |
|                                                                                                                                                           |                                                                                                                                                                                                                                              |                              |          |                    |                         |                         | \$                                                                   |
|                                                                                                                                                           |                                                                                                                                                                                                                                              |                              |          |                    |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> |
|                                                                                                                                                           |                                                                                                                                                                                                                                              |                              |          |                    |                         |                         | E.L. EACH ACCIDENT \$                                                |
|                                                                                                                                                           |                                                                                                                                                                                                                                              |                              |          |                    |                         |                         | E.L. DISEASE - EA EMPLOYEE \$                                        |
|                                                                                                                                                           |                                                                                                                                                                                                                                              |                              |          |                    |                         |                         | E.L. DISEASE - POLICY LIMIT \$                                       |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Irvington Township is named as Additional Insured subject to policy terms and conditions.

**CERTIFICATE HOLDER**Irvington Township  
1 Civic Square  
Irvington, NJ 07111**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Brett R. Laffey*