REGULAR COUNCIL MEETING
AUGUST 8, 2022

Virtual Zoom Meeting
Irvington, N.J. – Monday Evening
August 8, 2022 - 7:30 P.M.

1. Pledge of Allegiance

2. Moment of Silence

3. Roll Call

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

Absent: None

President Burgess read the Statement of Proper Notice pursuant to the Sunshine Law.

4. Hearing of Citizens on Agenda Items Only (limited to three minutes per person and thirty minutes total)

There were no requests to be heard.

5. Hearing of Council Members

There were no requests to be heard.

6. Reports & Recommendations of Township Officers, Boards & Commissions

A. Reports

1. St. Hubert's Animal Welfare Centers – Monthly Intake, Outcome, and Case (Dispatch) Reports for June, 2022
2. Minutes - Joint Meeting - 3-17-22
3. Municipal Court – Electronic Collections Project As Of May 2022
4. Municipal Court - Electronic Collections Project As Of June, 2022
5. Municipal Court – Weekly Summary Report for The Week Of July 5, 2022 To July 8, 2022
6. Municipal Court – Monthly Report – May and June, 2022
7. Municipal Court – Weekly Summary Report for The Week Of July 11, 2022 To July 15, 2022
8. Municipal Court – Weekly Summary Report for The Week Of July 18, 2022 To July 27, 2022
9. Municipal Court – Weekly Summary Report for The Week Of July 25, 2022 To July 29, 2022

7. Reports of Committees

A. Request for Proposals Results - Marketing and Public Relations - June 30, 2022

8. Ordinances, Bills & Claims

Ordinances on First Reading

Vick - Hudley

1. Allow Residential Permit Parking On Franklin Terrace Between Laurel Avenue and Headley Terrace (Even Side Only)

AN ORDINANCE PROVIDING FOR RESIDENTIAL PARKING PERMITS ON FRANKLIN TERRACE BETWEEN LAUREL AVENUE AND HEADLEY TERRACE (EVEN SIDE ONLY), SEVEN DAYS A WEEK, 24 HOURS PER DAY

Adopted

Beasley - Vick

2. Adopt the Sixth Amendment to the Redevelopment Plan For The Urban Enterprise Zone Rehabilitation Area

AN ORDINANCE OF THE TOWNSHIP OF IRVINGTON, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY ADOPTING THE SIXTH AMENDMENT TO THE REDEVELOPMENT PLAN FOR THE URBAN ENTERPRISE ZONE REHABILITATION AREA

Adopted

Hudley – Vick

3. An Ordinance Amending And Supplementing Chapter 370 of the Revised Code of the Township of Irvington Entitled Fire Prevention

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 370, Section 23 & 24 OF THE REVISED CODE OF THE TOWNSHIP OF IRVINGTON ENTITLED FIRE PREVENTION

Adopted

C. Bills & Claims

Burgess - Frederic

1. Bill Lists

RESOLVED THAT THE BILLS AND CLAIMS AGAINST THE TOWNSHIP OF IRVINGTON FOR A PERIOD AUGUST 8, 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 AMINISTRATION, 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 $12,035,744.29

Adopted

Cox – Burgess 2. Payrolls

July 15, 2022

REGULAR	OVERTIME	OTHER	TOTAL
$1,715,411.56	$233,415.24	$122,870.77	$2,071,697.57

July 29, 2022

REGULAR	OVERTIME	OTHER	TOTAL
$1,760,425.42	$250,350.42	$89,237.83	$2,100,013.67

Adopted

9. Resolutions and Motions

A. Resolutions

Beasley - Cox 1. Authorize the Execution of a Grant Application for Grant Funding from the New Jersey Department of Community Affairs In The Amount Of $77,343.00 for Fire Station 1 and Fire Station 4

AUTHORIZE THE EXECUTION OF A GRANT APPLICATION FOR GRANT FUNDING FROM THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS IN THE AMOUNT OF $77,343.00 FOR FIRE STATION 1 AND FIRE STATION 4

WHEREAS, the Irvington Fire Department wishes to apply for a grant to be received from the New Jersey Department of Community affairs for approximately $77,343.00 to carry out a project to equip Fire Station 1 and Fire Station 4 with personal protective clothing, washers and dryers.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the Township of Irvington that the Mayor and Clerk are hereby authorized to execute the application for such grant and any other documents necessary in connection therewith.

BE IT FURTHER RESOLVED that the Municipal Council recognizes and accepts that the Department of Community Affairs may offer a lesser or greater amount and therefore, upon receipt of the grant agreement from the New Jersey Department of Community Affairs, does further authorize the execution of any such

grant agreement; and upon receipt of the fully executed agreement from the Department, does further authorize the expenditure of funds pursuant to the terms of the agreement by and between the Township of Irvington and the New Jersey Department of Community Affairs.

Adopted

Frederic – Beasley 2. Resolution Authorizing Refund of Overpayment due to Deed Restriction on Block 216 Lots 2 and 3, 174 and 176 Maple Avenue – Total Refund $34,827.06

Resolution Authorizing Refund of Overpayment due to Deed Restriction on Block 216 Lots 2 and 3, 174 and 176 Maple Avenue

WHEREAS, on June 23, 2022, Mr. Dennis Jenkins, owner of Mecca Property Development LLC, has notified the Tax Collector that the property known as 174 Maple Avenue and 176 Maple Avenue, Block 216 Lots 2 and 3, contained deed restrictions that the assessments were not to be increased; and

WHEREAS, by the way of evidence received, copies of deeds transferring ownership from the Township of Irvington to Mecca Property Development LLC; and

WHEREAS, on June 2, 2022, the Tax Assessor's records were updated to reflect the original assessed property value as detailed below:

Block	Lot	Address	Original Assessment	Erroneous Assessment
216	2	176 Maple Ave.	$40,500.00	$223,300
216	3	174 Maple Ave.	$39,000.00	$223,300; and

WHEREAS, Tax Collector requests to adjust, cancel and refund 2021 and 2022 erroneous added assessment charges, year-end penalty and interest charges as detailed on the attached spreadsheet titled "Exhibit A – Calculation of Tax Overpayments, refer to below for summary:

Block	Lot	Address	Total Billed	Overpaid Amount	
216	2	176 Maple Ave.	$14,991.31	$12,569.81	2021
				$ 4,254.07	2022
				746.53	(Interest)
216	3	174 Maple Ave.	$14,268.90	$11,937.09	2021
				$ 4,358.86	2022
				960.70	(Interest)

$34,827.06 Total Refund; and

WHEREAS, taxes for 2022 are estimated with the certified tax rate for 2021 and billing will be adjusted for 2022 once the certified tax rate for 2022 is struck; and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Irvington; hereby authorized the Tax Collector adjust, cancel and refund erroneous added assessment charges for tax years 2020, 2021 and 2022 in the amount of $**34,827.06** to Mecca Property Development LLC.

Adopted

Frederic - Beasley 3. Authorize Tax Payment Plan – 1160 Clinton Avenue, Block 83, Lot 2 – Total Amount To Redeem - $83,371.07 – Payable Within 36 Months

Redeem Delinquent Municipal Charges in Installments

WHEREAS, N.J.S.A. 54:5-65 provides authority for the governing body to authorize redemption of a municipally held lien by installment payments to include principal and interest; and,

WHEREAS, **1160 Clinton Ave, LLC (Caroline Onyema),** owner of record of **Block 83, Lot 2**, also known as **1160 Clinton Avenue**, Municipality of Irvington, purchased this property via Sheriff Sale on October 6, 2021 after the Township of Irvington received Final Judgment (1/10/2020) on TSC# 110657; and,

WHEREAS, in accordance with the stipulations of the Sheriff Sale, there remains unpaid taxes and sewer charges from 2019 4th quarter taxes to 2022 3rd quarter taxes in the amount of $83,371.07; and,

WHEREAS, the taxpayer is desirous to satisfy the delinquent taxes and sewer charges in the amount of $83,371.07 by the installment payment plan; and,

WHEREAS, the taxpayer, **1160 Clinton Ave, LLC (Caroline Onyema),** has made a deposit of $25,000.00 and leaving a balance of $58,371.07 for repayment by the installment plan.

NOW, THEREFORE, BE IT RESOLVED, BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON, COUNTY OF ESSEX, STATE OF NEW JERSEY, hereby authorize an installment payment plan **$2,110.25,** as set forth on the attached schedule and that in addition to said installments being promptly paid on the first of each month, for **36 months**, all current year's taxes, subsequent taxes, assessments or other municipal liens imposed shall be promptly paid when due.

BE IT FURTHER RESOLVED that a certified copy of this resolution, along with an attached installment schedule will be forwarded to the Tax Collector and the property owner.

Adopted

Evans - Hudley 4. Ratifying Professional Services Contract For Special Conflict Counsel Services in the Matter of the Township of Irvington v. Elouise McDaniel, et al to Ruderman & Roth, LLC

RESOLUTION RATIFYING PROFESSIONAL SERVICES CONTRACT FOR SPECIAL CONFLICT COUNSEL SERVICES

WHEREAS, resolution number TA 21-1012-25 qualified six firms to provide Special Counsel defense counsel services for the Township of Irvington from November 01, 2021 until October 31, 2022; and

WHEREAS, the resolution requires that all cases assigned to counsel for this purpose must be approved by the Municipal Council; and

WHEREAS, the Township Attorney has determined that Ruderman & Roth, LLC has the most experience to defend the Township of Irvington in the matter of Township of Irvington v. Elouise McDaniel, et al, Docket No. ESX-L-007032-21; and

WHEREAS, the Township Attorney has recommended that a contract be awarded to Ruderman & Roth, LLC, 150 Morris Avenue, Suite 303, Springfield, NJ, 07081; and

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that a contract for special conflict counsel services be awarded to Ruderman & Roth, LLC, 150 Morris Avenue, Suite 303, Springfield, NJ, 07081 for a contract amount not to exceed $20,000.00. The billing rate for this contract is $150.00 per hour; and

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

BE IT FURTHER RESOLVED, that funds for this service will paid from the Insurance fund for a contract amount not to exceed $20,000.00. The billing rate for this contract is $150.00 per hour.

Adopted

Beasley - Frederic 5. Authorize the Purchase of Proprietary Software Technology for the Public Safety Department – Enforsys Police Systems, Inc. – Total Sum of $59,000.00

RESOLUTION TO PURCHASE PROPERITARY SOFTWARE TECHNOLOGY FOR THE PUBLIC SAFETY DEPARTMENT

WHEREAS, the Public Safety Department uses Enforsys, Polisys Enterprise Edition Suite to integrate all main functionalities of records managements to aid dispatch with reporting, monthly statistics, internal email and mobile data access; and

WHEREAS, the technology and maintenance are proprietary software for Enforsys, Polisys Enterprise Edition Suite; and

WHEREAS, the total cost of this software will exceed the bid threshold; and

WHEREAS, under New Jersey Local Public Contract (NJSA 40A:11-5dd), the Township may award a contract for proprietary software in lieu of bidding; and

WHEREAS, the Township would like to take advantage of provisions of NJSA 40:11-5 (dd) and award a service contract to Enforsys Police Systems, Inc, of 27 Bleeker Street, suite 222, Millburn, NJ 07041 for the total sum of $59,000.00

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON hereby authorizes a service contract to Enforsys Police Systems, Inc, of 27 Bleeker Street, suite 222, Millburn, NJ 07041 under provisions of NJSA 40:11-5dd to purchase proprietary software for the total sum of $59,000.00; and

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

BE IT FURTHER RESOLVED that Certification of Funds number C2-0090 has been obtained from the Chief Financial Officers for the total sum of $59,000.00 charged to budget account number 2-01-25-240-240-299.

Adopted

Beasley - Burgess 6. Ratify Memorandum of Agreement - IUOE Local 68D - July 1, 2021 to June 30, 2026 - Blue Collar

WHEREAS, the Township of Irvington and the IUOE Local 68 "Blue Collar" has engaged in labor negotiations for the purpose of establishing salaries and other conditions of employment for members of said association of the Township of Irvington; and

WHEREAS, the Township of Irvington and the IUOE Local 68 "Blue Collar" have mutually agreed to the salaries and other conditions of employment for the period beginning July 1, 2021 and ending June 30, 2026.

NOW, THEREFORE BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that they hereby ratify and approve the terms and conditions of the Memorandum of Agreement attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED that the Mayor and the Township Clerk are authorized and empowered to execute the said Memorandum of Agreement.

Adopted

Beasley – Hudley 7. Ratify Memorandum of Agreement - IUOE Local 68D - July 1, 2021 to June 30, 2026 - White Collar

WHEREAS, the Township of Irvington and the IUOE Local 68D "White Collar" has engaged in labor negotiations for the purpose of establishing salaries and other conditions of employment for members of said association of the Township of Irvington; and

WHEREAS, the Township of Irvington and the IUOE Local 68D "White Collar" have mutually agreed to the salaries and other conditions of employment for the period beginning July 1, 2021 and ending June 30, 2026;

NOW, THEREFORE BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that they hereby ratify and approve the terms and conditions of the Memorandum of Agreement attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED that the Mayor and the Township Clerk are authorized and empowered to execute the said Memorandum of Agreement.

Adopted

Beasley - Hudley 8. Resolution to Accept the New Jersey Department of Health "COVID-19 and Other Infectious Diseases Mitigation Funding" Strengthening Local Public Health Capacity Program (SLPHC23) Grant Award in the Amount of $274,735.00

RESOLUTION TO ACCEPT

NJ Department of Health – Office of Local Public Health
"COVID-19 and Other Infectious Diseases Mitigation Funding"
Strengthening Local Public Health Capacity Program (SLPHC23) Grant Award

WHEREAS, in June 2022, the Township of Irvington, Department of Health was awarded funds in the amount of $274,735 from the NJDOH OLPH to support COVID-19 and other Infectious Diseases education and vaccination within the Township of Irvington.

WHEREAS, the NJDOH OLPH has awarded grant funds to the Township of Irvington, Department of Health for COVID-19 and other infectious diseases mitigation efforts in support of education and vaccinations. The terms and conditions of this award for the Strengthening Local Public Health Capacity Program (SLPHCP23) have been set forth for grant period effective July 1, 2022 through June 30, 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON hereby authorized to accept and utilize the COVID-19 and other Infectious Diseases Mitigation funding from the NJDOH OLPH awarded to the Irvington Department of Health for COVID-19 and other infectious diseases mitigation efforts.

Adopted

Hudley – Cox 9. Authorize Tax Payment Plan – 681-85 Grove Street, Block 123, Lot 19 – – Payable Within 36 Months

REDEEM MUNICIPAL HELD LIEN IN INSTALLMENTS

WHEREAS, N.J.S.A. 54:5-65 provides authority for the governing body to authorize redemption of a municipally held lien by installment payments to include principal and interest; and

WHEREAS, Brandon S. Bachu of Jason Auto Collison Corporation, owner of record of Block 123 Lot 19, also known as 681-85 Grove St., Municipality of Irvington, is desirous of satisfying following Tax Title Liens by the installment payment plan:

090768 B122 L 23 691 Grove St. Down Payment Payment Plan

Lien Amount: $47,460.75	$47,460.75	Full Redemption
# 110898 B123 L 19 681-85 Grove St. Lien Amount: $678,700.60 $221,740.97 waived interest,	Down Payment $300,188.08	Payment Plan $156,771.55
# 14-00567 B122 L 24 693 Grove St. Lien Amount: $52,351.17	Down Payment $52,351.17	Payment Plan Full Redemption ; and

WHEREAS, a deposit in the amount of $400,000.00 deposit, in addition to current charges based upon $156,771.55 at 0% interest with 36 monthly payments is required upon certification of this resolution; and

NOW, THEREFORE, BE IT RESOLVED, **BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON, COUNTY OF ESSEX, STATE OF NEW JERSEY**, hereby authorize an installment payment plan $4,354.77, as set forth on the attached schedule and that in addition to said installments being promptly paid on the first of each month, for 36 months, all current year's taxes, subsequent taxes, assessments or other municipal liens imposed shall be promptly paid when due.

BE IT FURTHER RESOLVED that the final payment shall be sufficient to include all amounts due to municipality and secured by the tax sale lien, except for current year's taxes, and shall include interest properly chargeable on the respective unpaid balances.

BE IT FURTHER RESOLVED, that if installment payments are regularly and promptly made in accordance with the attached schedule, then the municipality will suspend any action to cut off or foreclose the right of redemption, and will agree not to assign, transfer or otherwise alienate the tax title lien it holds.

BE IT FURTHER RESOLVED, if any unpaid installment remains unpaid after 30 days of due date, then the municipality may proceed to enforce or foreclose the tax sale lien, or sell, assign, transfer or alienate it and shall proceed only for the unpaid balance after proper credit of such installment payments as were made.

BE IT FURTHER RESOLVED that a certified copy of this resolution, along with an attached installment schedule will be forwarded to the Tax Collector and the property owner.

Adopted

Cox – Beasley 10. Authorize the Purchase of Proprietary Software Technology for the Public Safety Department – Porter Lee Corporation – Yearly Amount of $10,820.91

RESOLUTION TO PURCHASE PROPERITARY SOFTWARE TECHNOLOGY FOR THE PUBLIC SAFETY DEPARTMENT

WHEREAS, the Public Safety Department is required to use a scheduling system for time and attendance for all Police Personnel; and

WHEREAS, the technology and maintenance are proprietary software for Porter Lee Corporation; and

WHEREAS, the total cost of this software will exceed the quote threshold; and

WHEREAS, under New Jersey Local Public Contract (NJSA 40A:11-5dd), the Township may award a contract for proprietary software in lieu of bidding; and

WHEREAS, the Township would like to take advantage of provisions of NJSA 40:11-5 (dd) and award a service contract to Porter Lee Corporation of 1901 Wright Blvd, Schaumburg, IL 60193 for a yearly amount of $10,820.91

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON hereby authorizes a service contract to for Porter Lee Corporation of 1901 Wright Blvd, Schaumburg, IL 60193 under provisions of NJSA 40:11-5dd to purchase proprietary software for a yearly amount of $10,820.91; and

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

BE IT FURTHER RESOLVED that the required availability of funds C22-0094 in the amount of $5,243.82 has been obtained from the Chief Financial Officer, charged to budget account number 2-01-25-240-240-262 and the remaining balance of $5,577.09 was paid on purchase order numbers 22-00660 and 22-01406.

Adopted

Burgess – Cox 11. Authorize Accelerated Tax Sale for 2022

RESOLUTION TO HOLD AN ACCELERATED TAX SALE

WHEREAS, the Township of Irvington desires to hold, pursuant to N.J.S.A. 54:5-19, an accelerated sale of Tax Liens, on or before December 31, 2022; and

WHEREAS, a list of said Tax Liens will be created after the Calendar Fiscal Year 2022 4th quarter grace period has expired; and

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that it hereby authorizes the Township of Irvington to conduct an accelerated sale of Tax

Liens and collect the $25.00 per tax sale notice and to collect the 2% cost of sale for each delinquency in the tax sale list.

Adopted

Beasley – Hudley 12. Resolution Approving Payment to Non Profit Organization (501 C3-211) For Entertainment for 2022 Unity Day

RESOLUTION APPROVING PAYMENT TO NON PROFIT ORGANIZATION (501 C3-211) FOR ENTERTAINMENT FOR 2022 UNITY DAY

WHEREAS, 211 Community Impact, a New Jersey Non-Profit Corporation with its office located at 211 Halsey Street, Newark, NJ 0710 that provides entertainment services; and

WHEREAS, the Township wishes to provide a subsidy payment to the organization for entertainment for the 2022 Unity Day celebration; and

WHEREAS, the Township provides this organization with an annual subsidy payment of $15,000.00; and

NOW THEREFORE BE, IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON, that the Township of Irvington will remit payment in the amount of $15,000.00 to 211 Community Impact, a New Jersey Non-Profit Corporation located 211 Halsey Street, Newark, NJ 0710 for counseling services for calendar year 2022.

BE IT FUTHER RESLOVED, that the required certification of availability of funds C22-0098 in the amount of $15,000.00 from account number T-13-56-860-000-835 has been obtained from the Chief Financial Officer.

Adopted

Beasley - Hudley 13. Authorize Refund of Non-Life Hazard Use Registration Fee to Christopher Marzo in the Amount of $120.00

AUTHORIZE REFUND OF NON-LIFE HAZARD USE REGISTRATION FEE

WHEREAS, Christopher Marzo has applied for a Non-Life Hazard Use Inspection Fee at 17 Camptown Road; and

WHEREEAS, the fee for a Factory/Warehouses with total square feet of 12,000 and over pays the State for a Life Hazard Use and not a Non-Life Hazard Use; and

WHEREAS, N.J.S.A. 40A:5-17 requires governing body approval for said refund; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Municipal of the Township of Irvington that a refund be issued to Christopher Marzo in the amount of $120.00 for refund of a Non-Life Hazard Use Inspection Fee.

Adopted

Cox - Burgess 14. Introduction of the Camptown Business Improvement District (CBID) 2022-2023 Annual Budget

INTRODUCTION OF THE CAMPTOWN BUSINESS IMPROVEMENT DISTRICT (CBID) 2022 ANNUAL BUDGET

WHEREAS, N.J.S.A. 40:56-48 requires that the budget for the Camptown Business Improvement District (CBID) 2022 Annual Budget be introduced in writing at a meeting of the Municipal Council for approval; and

WHEREAS, the Camptown Business Improvement District (CBID) approved it's 2022 budget on July 27, 2022:

NOW, BE IT THEREFORE RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON, NEW JERSEY that it hereby approves the Camptown Business Improvement District (CBID) 2022 budget and that this approval is subject to all requirements of NJSA 40:56-48, which includes notice and hearing.

2022 CAMPTOWN BUSINESS IMPROVEMENT DISTRICT BUDGET

2022 Budget Overview:
This year's budget maintains **the reduced CBID tax assessment rate, from 5% (2000-12) to 3% (2013-16) to 2.5% since 2017** to provide relief to CBID taxpayers by utilizing $110,056 of our carryover fund balance. The 2022 CBID budget continues funding the daily cleaning/maintenance of the CBID, electricity for more than 30 floodlights throughout the CBID, and our matching property improvement grant program. We are expanding our successful "Graffiti Removal Pilot Project" which removed 4,626 SF of graffiti (and coated 1680 SF) from five sites in 2021: the goal is to remove 10,000 SF and coat 5720 SF. We also intend to complete the installations of three additional security camera sites in the CBID while offering $15,000 in matching grants to members who wish to install separate cameras. Meanwhile, administration and operations line items remain the same as in past years.

2022 CBID BUDGET

REVENUES	**2022 Budget**	**Narrative**
Past Years' Carryover Funds	110,056	Carryover funds transferred to meet projected 2022 budget expenditures
2022 CBID Tax	160,165	same 2.5% rate to commercial property owners since 2017 (effectively 1.43% on municipal tax bills)
Miscellaneous	750	interest on investments, website ads, Investors Bank donations
TOTAL REVENUES	**270,971**	
EXPENSES		
Cleaning/Maintenance	78,000	Arizona Landscaping crew - 5 days/week service includes removal of illegal dumping in public areas
Security Camera Pilot/Grants Program	35,000	individual members' grants ($15,000) to supplement CBID's $20,000 camera pilot project @ 3 locations
Property Improvement Grants	25,000	projection of 3-4 grants depending on individual award amounts
Graffiti Removal Program	40,000	remove 10,000 SF, coat 5720 SF; may require contribution from property owner to expand program
Professional Fees	59,500	Audit-$6800; Management (FTM staff)-$52,500
Marketing	2,500	Free Building signs-$300; shared Website-$130; ICC Awards Dinner Ad-$400
Floodlights electricity	16,000	monthly estimate: $1300
Operations/Insurance	3,500	Office Supplies-$250; D&O Insurance-$2000; General Liability insurance-$1000; Shared Phone-$250

Miscellaneous/Reserve	11,471	unanticipated projects/expenses
TOTAL EXPENSES	**270,971**	

Adopted

Burgess – Hudley

15. Authorize The Cancellation and Refund of Tax Sale Certificate #21-00399 due to Invalid Tax Sale Certificate on Block 131 Lot 30 12 Tremont Terrace

Resolution Authorizing Cancellation and Refund of Tax Sale Certificate #21-00399 due to Invalid Tax Sale Certificate on Block 131 Lot 30, 12 Tremont Terrace

WHEREAS, Certificate of Sale #21-00399 was issued to TLOA OF NJ LLC for delinquent tax charges on Block 131 Lot 30 commonly known as 12 Tremont Terrace, at a Tax Sale held on December 16, 2021; and

WHEREAS, the Township of Irvington foreclosed its municipal lien TSC# 13-00755 and obtained Final Judgment on October 22, 2021; and erroneously sold Certificate of Sale #21-00399 in the annual tax sale; and

WHEREAS, said Final Judgment did not vest title to the Township of Irvington; and

WHEREAS, due to the Township of Irvington obtaining Final Judgment prior to the annual tax sale, Certificate of Sale #21-00399 shall be canceled and refunded to with interest to August 8, 2022; and

WHEREAS, Tax Collector requests to refund tax sale certificate #21-00399 in the amount of $6,575.54, to TLOA OF NJ LLC and change lien account status to canceled.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Irvington; hereby authorized the Tax Collector to cancel and refund tax sale certificate #21-00399 in the amount of $6,575.54 to TLOA OF NJ LLC and change lien account status to canceled.

Adopted

Burgess – Hudley

16. Resolution 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 Aggregate Principal Amount of Not To Exceed $7,045,000.00 In Connection With the Township's Allocable Share of Capital Improvement Projects to Be Undertaken By The Joint Meeting

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 AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $7,045,000 IN CONNECTION WITH THE TOWNSHIP'S ALLOCABLE SHARE OF CAPITAL IMPROVEMENT PROJECTS TO BE UNDERTAKEN BY THE JOINT MEETING OF ESSEX AND UNION COUNTIES, 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 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, 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;

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, including, without limitation, the Township, through the incurrence of debt thereby or otherwise;

WHEREAS, the Joint Meeting has determined that there exists a need to, as applicable, acquire, construct, renovate or install a project of the Joint Meeting for Phase III of the Flood Mitigation Facilities Project consisting of, but not limited to, the construction of reinforced concrete flood protection walls around the Main Treatment Plant site, including, but not limited to, the installation of four flood protection swing gates, the demolition of the existing guard house and the construction of a new guard house, the construction of five storm sewer isolation chambers with sluice gates and electric actuators, the realignment and repaving of various treatment plant roadways, the construction of a new emergency access roadway, the relocation and protection of existing utilities and associated grading and site restoration. Phase III of the Flood Mitigation Facilities Project shall also include costs for engineering services related to surveying, I-Bank Project Report & Permitting, New Jersey Department of Environmental Protection and Army Corps of Engineers permitting and performance of test pits for determination of utility locations (collectively, the "*Joint Meeting Project*");

WHEREAS, it is the desire of the Township to obtain financing for its allocable share of the Joint Meeting Project (such allocable share being referred to herein as the "*Project*") through participation in the environmental infrastructure financing program (the "*New Jersey Water Bank*") of the New Jersey Infrastructure Bank (the "*I-Bank*");

WHEREAS, the Township has determined to temporarily finance, as applicable, the acquisition, construction, renovation or installation of the Project prior to long-term bond financing through the New Jersey Water Bank, and to undertake such temporary financing with the proceeds of a short-term loan to be made by the I-Bank (the "*Construction Loan*") to the Township, pursuant to the Water Bank Construction Financing Program of the I-Bank (the "*Construction Financing Program*");

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

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

WHEREAS, in order to (i) evidence and secure the repayment obligation of the Township to the I-Bank with respect to the Construction Loan and (ii) satisfy the requirements of the Construction Financing Program, it is the desire of the Township to issue and sell to the I-Bank its "Note Relating to the Water

Bank Construction Financing Program of the New Jersey Infrastructure Bank" in an aggregate principal amount of not to exceed $7,045,000 (the "*Note*");

WHEREAS, it is the desire of the Township to authorize, execute, attest and deliver the Note to the I-Bank pursuant to the terms 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*"), and other applicable law;

WHEREAS, Section 28 of the Local Bond Law allows for the sale of the Note to the I-Bank without any public offering, and N.J.S.A. 58:11B-9 allows for the sale of the 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 the Note for the purpose of financing the costs of the Project, the Township desires 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 MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON, IN THE COUNTY OF ESSEX, NEW JERSEY, 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 Note in accordance with the provisions hereof. The obligation represented by the Note has been appropriated and authorized by a bond ordinance of the Township entitled, "Bond Ordinance Providing For Phase III of 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 (The "Local Unit"); Appropriating $7,045,000 Therefor and Authorizing the Issuance of $7,045,000 Bonds or Notes to Finance the Cost Thereof", and finally adopted by the Township at a meeting duly called and held on August 8, 2022, at which time a quorum was present and acted throughout, all pursuant to the terms of the Local Bond Law and other applicable law.

Section 2. The Director of Revenue and Finance of the Township (the "*Director of Revenue and Finance*") 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 Note (subject to the maximum limitation set forth in Section 4(a) hereof) and (ii) the dated date of the Note.

Section 3. Any determination made by the Director of Revenue and Finance pursuant to the terms hereof shall be conclusively evidenced by the execution and attestation of the Note by the parties authorized pursuant to Section 4(h) hereof.

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

(a) the principal amount of the Note to be issued shall be an amount not to exceed $7,045,000;

(b) the maturity of the Note shall be as determined by the I-Bank;

(c) the interest rate of the Note shall be as determined by the I-Bank;

(d) the purchase price for the Note shall be par;

(e) the Note shall be subject to prepayment prior to its stated maturity in accordance with the terms and conditions of the Note;

(f) the Note shall be issued in a single denomination and shall be numbered "NJWB-CFP-2022-1-JM-FEMA";

(g) the 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 Note shall be executed by the manual or facsimile signatures of the Mayor and the Director of Revenue and Finance (collectively, the "*Authorized Officers*") under official seal or facsimile thereof affixed, printed, engraved or reproduced thereon and attested by the manual signature of the Township Clerk.

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

Section 6. The law firm of McManimon, Scotland & Baumann, LLC, Roseland, New Jersey, is hereby authorized to arrange for the printing of the 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 Authorized Officers, upon the advice of bond counsel, general counsel and/or the municipal advisor to the Township, be and is hereby approved. The Mayor or the Director of Revenue and Finance 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 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 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 Note and the Agreement and the participation of the Township in the Construction Financing Program.

Section 9. Upon the adoption hereof, the Township Clerk shall forward certified copies of this resolution to Nicholas A. Concilio, Esq., McManimon, Scotland & Baumann, LLC, bond counsel to the Township, 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.

Section 10. This resolution shall take effect immediately.

EXHIBIT A

FORM OF NOTE

No. NJWB-CFP-2022-1-JM-FEMA **$[Par Amount]**

TOWNSHIP OF IRVINGTON, IN THE COUNTY OF ESSEX, NEW JERSEY

NOTE RELATING TO THE WATER BANK CONSTRUCTION FINANCING PROGRAM OF THE NEW JERSEY INFRASTRUCTURE BANK

DATED DATE: [CLOSING DATE], 2022

FOR VALUE RECEIVED, the **TOWNSHIP OF IRVINGTON**, 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.

"Agreement" shall have the meaning given to such term in Section 2(b) hereof.

"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 a 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 the Maturity Date as determined pursuant to clause (i), (ii) or (iii) of this definition, subject to being redetermined pursuant to clause (iv) or (v) of this definition, <u>but subject</u>, <u>in all events</u>, 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.

(i) If the construction contract relating to the Project has <u>not</u> been certified for funding pursuant to the Act by the date that is the second anniversary of the Issue Date, then the Maturity Date shall be the second anniversary of the Issue Date. If this clause (i) is applicable, then the Maturity Date shall be _____, being the second anniversary of the Issue Date.

(ii) If the construction contract relating to the Project has been certified for funding pursuant to the Act prior to the Issue Date, then the Maturity Date shall be June 30 of the third State Fiscal Year following the State Fiscal Year in which the Issue Date occurs, which is June 30, 202_. In the event that there is more than one construction contract relating to the Project, the determination under this clause (ii) shall be based on the first construction contract that has been certified for funding pursuant to the Act.

(iii) If the construction contract relating to the Project has been certified for funding pursuant to the Act after the Issue Date and on or before the date that is the second anniversary of the Issue Date, then the Maturity Date shall be June 30 of the third State Fiscal Year following the State Fiscal Year in which the construction contract relating to the Project has been certified for funding pursuant to the Act. In the event that there is more than one construction contract relating to the Project, the determination under this clause (iii) shall be based on the first construction contract that has been certified for funding pursuant to the Act. Thus:

(A) If this clause (iii) is applicable, and if the first construction contract relating to the Project has been certified for funding in the same State Fiscal Year as the State Fiscal Year during which the Issue Date occurs, then the Maturity Date shall be June 30, 202_, being June 30 of the third State Fiscal Year following the State Fiscal Year during which the Issue Date occurs.

(B) If this clause (iii) is applicable, and if the first construction contract relating to the Project has been certified for funding in the first State Fiscal Year following the State Fiscal Year during which the Issue Date occurs, then the Maturity Date shall be June 30, 202_, being June 30 of the third State Fiscal Year following the State Fiscal Year in which the construction contract has been certified for funding.

(C) If this clause (iii) is applicable, and if the first construction contract relating to the Project has been certified for funding in the second State Fiscal Year following the State Fiscal Year during which the Issue Date occurs (but on or before the second anniversary of the Issue Date), then the Maturity Date shall be June 30, 202_, being June 30 of the third State Fiscal Year following the State Fiscal Year in which the construction contract has been certified for funding.

(iv) Notwithstanding any of the forgoing, the Maturity Date shall be 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.

(v) Notwithstanding any of the foregoing, the Maturity Date shall be 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 disbursement 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 that 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 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 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 the 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 and 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) 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 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 Borrower.

(a) Participation in 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 that 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, which 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 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 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 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 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 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 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: Township of Irvington, Municipal Building, 1 Civic Square, Irvington, New Jersey 07111, Attention: Director of Revenue and Finance; 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.

[SIGNATURE PAGE FOLLOWS]

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

TOWNSHIP OF IRVINGTON, IN THE COUNTY OF ESSEX, NEW JERSEY

[SEAL]

By:_____

Mayor

ATTEST:

By:_____ **By:_____**

Clerk **Director of Revenue and Finance**

EXHIBIT B

FORM OF PROJECT FINANCING AGREEMENT

This **PROJECT FINANCING AGREEMENT**, dated _____, 2022 (as the same may be modified, amended, supplemented, replaced, renewed or extended from time to time in accordance with the terms hereof, this "*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 **TOWNSHIP OF IRVINGTON** (the "*Township*"), a municipal corporation duly created and validly existing under and pursuant to the Constitution and laws of the State (all capitalized terms used but not defined herein shall have the meanings ascribed thereto 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 Township'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 Township, through the incurrence of debt thereby or otherwise; and

WHEREAS, it is the desire of the Township 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 Township 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 Township, pursuant to the Construction Financing Program of the I-Bank (the "*Construction Financing Program*"); and

WHEREAS, in order to (i) evidence the Loan by the I-Bank to the Township, (ii) evidence and secure the repayment obligation of the Township to the I-Bank with respect to the Loan and (iii) satisfy the requirements of the Construction Financing Program relating to the Loan, the Township shall issue and sell to the I-Bank its "Note Relating to the Construction Financing Program of the New Jersey Infrastructure Bank" in an aggregate principal amount of up to $7,045,000 (the "*Note*"); and

WHEREAS, pursuant to the terms of this Agreement, the Joint Meeting shall covenant and agree to certain terms and conditions relating to, *inter alia*, the undertaking and completion of the Project and the maintenance and operation of the Environmental Infrastructure System; 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 Township and (ii) in satisfaction of the requirements of the Construction Financing Program, the Joint Meeting and the I-Bank have entered into that certain Memorandum of Agreement, dated _____, 2022 (the "*MOA*"), by and between the Joint Meeting and the I-Bank; and

WHEREAS, the Joint Meeting and the Township 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 Program to the making of the Loan by the I-Bank to the Township.

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

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

1.1. 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 Township's allocable share of which shall constitute the Project that is being financed by the Township 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.

1.2. 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.

1.3. 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.

1.4. 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.

1.5. 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.

1.6. 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 Township, pursuant to the terms hereof, for purposes of prepaying or repaying all or a portion of the Loan obligation of the Township in accordance with the terms and provisions of the Note.

1.7. Reliance. The Joint Meeting hereby acknowledges that (i) the I-Bank is making the Loan to the Township pursuant to the terms of the Note and (ii) the Township 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.

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

2.1. Participation in 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 Township in the Anticipated Financing Program and (ii) the qualification by the Township for receipt of the Anticipated Long-Term Loan.

2.2. 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.

2.3. Financing With Tax-Exempt Bonds. The Joint Meeting acknowledges, covenants and agrees that it is the intention of the Township 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 that 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 Township 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.

2.4. 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.

2.5. Records and Accounts; Inspections. The Joint Meeting covenants and agrees that it shall keep accurate records and accounts for its 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 foregoing 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.

2.6. 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.

2.7. 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.

2.8. Reliance. The Joint Meeting hereby acknowledges that (i) the I-Bank is making the Loan to the Township pursuant to the terms of the Note and (ii) the Township 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.

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

3.1. The Joint Meeting and the Township 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 Township 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 Township, 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 Township, in furtherance of the undertaking and completion of the Project, and (iii) the Township 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.

3.2. Notwithstanding the terms and provisions of this Section 3 (or any other term or provision of the Note), the Joint Meeting and the Township hereby 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 Township, 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 preceding sentence, the Joint Meeting hereby covenants and agrees to disburse to the I-Bank, on behalf of the Township, 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 Township, 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 Township, 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 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 Township 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 Township, for application, on behalf of the Township, pursuant to the terms of Section 3(k) of the Note.

4. 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 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 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.

5. 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 the Township 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 the Township 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 Township immediately without further notice or demand, as and to the extent provided by the terms of the Note. The Joint Meeting and the Township 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 the Township 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.

6. MISCELLANEOUS.

6.1. 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.

6.2. 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.

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

6.4. 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 Township 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.

6.5. 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 as 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.

[SIGNATURE PAGE FOLLOWS]

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:_____
Name:
Title:

TOWNSHIP OF IRVINGTON

By:_____
Anthony Vauss
Mayor

ACKNOWLEDGED AND AGREED:

NEW JERSEY INFRASTRUCTURE BANK

By:_____
David E. Zimmer
Executive Director

Adopted

Beasley - Hudley 17. Accept Grant Funding in the Amount of $575,417.00 from The State Health Department's Childhood Lead Exposure Prevention (CLEP)

Program from July 1, 2022 through June 30, 2023

WHEREAS, in February 2017, P.I. 2017, c7 required the New Jersey Department of Health (NJDOH) regulations regarding elevated blood levels in children, and appropriate responses, to be consistent with the Centers for Disease Control and Prevention (CDC) recommendations;

WHEREAS, the New Jersey Department of Health, Office of Local Public Health, Childhood Lead Program has made available to the Township of Irvington Department of Health assistance to implement screening, case management, environmental interventions, and documentation of services for children with elevated blood lead levels, in accordance with N.J.A.C. 8:51;

WHEREAS, said assistance is from July 1, 2022 through June 30, 2023 and is designated for the Irvington Health Department of Health's Childhood Lead Exposure Prevention Program (CLEPP) targeting children younger than 17 years of age with blood levels greater than or equal to 5 ug/dL.

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON be hereby authorized to accept the funding from the New Jersey Department of Health, Office of Local Public Health; Childhood Lead Program in the amount of $575,417 from July 1, 2022 through June 30, 2023.

Adopted

Cox - Vick 18. Resolution Qualifying a List of Planners

RESOLUTION QUALIFYING A LIST OF PLANNERS

WHEREAS, the Request for Qualifications for professional Planning services was publicly advertised in the New Jersey Star Ledger on May 25, 2022 with a deadline for qualifications to be submitted on June 22, 2022; and

WHEREAS, two qualifications were received and publicly opened; and

WHEREAS, said qualifications were referred to the Director of Community Development; and

WHEREAS, the Community Development Director has recommended that award should be made to the following firm:

Nishuane Group LLC
105 Grove Street, Montclair, NJ 07042

ARH Associates Inc.,
215 Bellevue Ave, Hammonton, NJ 08037

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that the above vendor is qualified for the services of professional Planning service and the Community Development Director will prepare separate resolutions for all cases assigned to the above vendor.

BE IT FURTHER RESOLVED, that this qualification is for one year starting on August 08, 2022 and ending on August 09, 2023; and

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

Adopted

Beasley - Frederic 19. Authorizing a Contract to Purchase Personal Protective Equipment Apparel and Accessories With A State Contract Vendor – Fire Fighter One – $88,715.00

RESOLUTION AUTHORIZING A CONTRACT WITH A STATE CONTRACT VENDOR FIREFIGHTER ONE TO PURCHASE PERSONAL PROTECTIVE EQUIPMENT APPAREL AND ACCESSORIES FOR THE FIRE DEPARTMENT

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

WHEREAS, the Public Safety Deputy Director wishes to purchase personal protective equipment for Fire Fighters and

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

WHEREAS, vendor has provided the Township with a quote for the safety equipment for a total amount of $88,715.00 under New Jersey state contract number T-0790 (17-Fleet-00811); and

WHEREAS, the Township of Irvington intends to enter into contract with Fire Fighter One through this resolution for an amount not to exceed $88,715.00; and

NOW, THEREFORE, BE IT RESLOVED, that the Municipal Council of the Township of Irvington hereby authorizes the Qualified Purchasing Agent to enter into a contract with Fire Fighter One of 34 Wilson Drive, Sparta, NJ 07871for an amount not to exceed $88,715.00 under the New Jersey State Contract number T-0790 (17-Fleet-00811); and

BE IT FUTHER RESLOVED, that the required certification of availability of funds C22-0100 in the amount of $88,715.00.00 from account numbers 1-01-25-265-265-299 has been obtained from the Chief Financial Officer; and

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

Adopted

Beasley - Vick 20. Authorizing the Execution of an Escrow Agreement with 399 21 Street Gardens LLC For The Redevelopment Of Property Identified on

The Tax Maps Of The Township As Block 137, Lots 1, 2, 4, 5 & 25-30 And Identified in the Township Tax Records Respectively as 744-748 Springfield Avenue, 10 22nd Street, 16 22nd Street, 18 22nd Street, 393-403 21st Street, 734 Springfield Avenue and 740 Springfield Avenue

RESOLUTION OF THE TOWNSHIP OF IRVINGTON AUTHORIZING THE EXECUTION OF AN ESCROW AGREEMENT WITH 399 21 STREET GARDENS LLC FOR THE REDEVELOPMENT OF PROPERTY IDENTIFIED ON THE TAX MAPS OF THE TOWNSHIP AS BLOCK 137, LOTS 1, 2, 4, 5 & 25-30 AND IDENTIFIED IN THE TOWNSHIP TAX RECORDS RESPECTIVELY AS 744-748 SPRINGFIELD AVENUE, 10 22ND STREET, 16 22ND STREET, 18 22ND STREET, 393-403 21ST STREET, 734 SPRINGFIELD AVENUE AND 740 SPRINGFIELD AVENUE

WHEREAS, the Municipal Council (the "**Township Council**") of the Township of Irvington (the "**Township**") is authorized pursuant to the Local Redevelopment and Housing Law, *N.J.S.A.* 40A:12A-1 *et seq.* (the "**Redevelopment Law**"), to determine whether certain parcels of land located therein constitute areas in need of redevelopment or rehabilitation and to create redevelopment plans which provide development controls for any area so designated; and

WHEREAS, on August 13, 2002, the Township Council, by Resolution No. UEZ 02-0813-14, the Township Council adopted a resolution designating certain properties within the east ward of the Township as an area in need of redevelopment (the "**Redevelopment Area**"); and

WHEREAS, pursuant to *N.J.S.A.* 40A:12A-7 of the Redevelopment Law and in accordance with the procedures set forth therein, the Township Council duly adopted the East Ward/East Springfield Avenue Redevelopment Plan (the "**Redevelopment Plan**") for the Redevelopment Area; and

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

WHEREAS, the Township is the owner of certain property within the Redevelopment Area designated as Block 137, Lots 25 and 30 and identified in the Township tax records as 393-95 21st Street and 740 Springfield Avenue (the "**Township-owned Parcels**"); and

WHEREAS, 399 21 Street Gardens LLC, (and its affiliates, the "**Company**") is owner of certain property within the Redevelopment Area designated as Block 137, Lots 1, 2, 4, 5 & 26-29 and identified in the Township tax records as 744-748 Springfield Avenue, 10 22nd Street, 16 22nd Street, 18 22nd Street, 397-403 21st Street and 734 Springfield Avenue (the "**Redeveloper-owned Parcels"**, together with the Township-owned Parcels, the **"Property**"); and

WHEREAS, the Company proposes to acquire the Township-owned Parcels, assemble the Property and to redevelop same by constructing thereon a mixed-use building (the "**Project**"); and

WHEREAS, the Proposed Redeveloper has requested that the Township, in its capacity as redevelopment entity, enter into negotiations for a Redevelopment and Land Disposition Agreement and/or Financial

Agreement, as may be applicable or appropriate for the redevelopment of the Property (each, an "**Agreement**"); and

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

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

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

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

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

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

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

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

Exhibit A

ESCROW AGREEMENT

Adopted

Frederic – Vick 21. Constable Appointment - Philip Fluker - Effective August 8, 2022

BE AND IT IS HEREBY RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON, NEW JERSEY that Philip D. Fluker, 23 Adams Street, in the Township of Irvington be and he is hereby appointed to the Office of Constable for a term of three years from the date of August 8, 2022; and

BE IT FURTHER RESOLVED that the above named person shall be notified of his appointment for the term aforesaid by the Township Clerk and directed to present himself to him and take and subscribe to the oath as provided by law, and to file with the Township Clerk at the same time a surety bond in the sum of $1,000.00 to remain in force for the full term above set forth, the surety on said bond being a surety

company duly authorized to do business in the State of New Jersey, said bond to be conditioned as provided by law, and that said bond be approved as to form by the Township Attorney.

Adopted

Vick – Hudley 22. Remove Handicapped Parking Spaces in Front of: 51 Philip Place, 71 Chestnut Avenue, 14 43rd Street, 97 Wilson Place

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

WHEREAS, a restricted handicapped parking space has been previously established at **51 PHILIP PLACE, 71 CHESTNUT AVENUE, 14 43RD STREET, 97 WILSON PLACE**; and

WHEREAS, the Police Department has determined that the handicapped resident for which the restricted handicapped parking space in front of **51 PHILIP PLACE, 71 CHESTNUT AVENUE,14 43RD STREET, 97 WILSON PLACE CIRCUMSTANCES HAVE CHANGED** and will no longer reside at that address and that there is no longer any need to for the restricted handicapped parking space in front of **51 PHILIP PLACE, 71 CHESTNUT AVENUE, 14 43RD STREET, 97 WILSON PLACE** :

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that the restricted handicapped parking space heretofore established in front of **51 PHILIP PLACE, 71 CHESTNUT AVENUE, 14 43RD STREET, 97 WILSON PLACE** be and the same is hereby rescinded; and

BE IT FURTHER RESOLVED that the Department of Public Works is directed to remove the restricted handicapped parking sign located in front of **51 PHILIP PLACE, 71 CHESTNUT AVENUE, 14 43RD STREET, 97 WILSON PLACE.**

Adopted

Vick - Frederic 23. Establish Handicapped Parking Spaces in Front of: 10 Garwood Place, 826 Lyons Avenue, Apt.2, 404 Union Avenue, Apt. 201, 108 Washington Avenue, 112 Washington Avenue, 14 41st Street, 168 Eastern Parkway, 17 Florence Avenue, 551 S. 20th Street, 326 Union Avenue, Apt. 3D, 2 Feiner Place, 68 41st Street, 34 Feiner Place, Apt.1R, 29 Olympic Terrace, 57 Cummings Street, 65 Coit Street Apt. 2, 3 Feiner Place, 19 Cummings Street, 26 Welland Avenue, Apt.1, 69 Glorieux Street, 128 Brookside Avenue, 150 Melrose Avenue, 85 Linden Avenue, 50 Montrose Terrace, 18 Ellis Avenue, 57 Rutgers Street, 62 Lindsley Avenue, 714 Chancellor Avenue

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

displayed a certificate, for which a special vehicle identification card has been issued pursuant to N.J.S.A. 39:4-206; and

WHEREAS, request(s) have been made for restricted parking space(s) in front of **10 GARWOOD PLACE, 826 LYONS AVENUE, APT.2, 404 UNION AVENUE, APT. 201, 108 WASHINGTON AVENUE, 112 WASHINGTON AVENUE, 14 41ST STREET, 168 EASTERN PARKWAY, 17 FLORENCE AVENUE, 551 S. 20TH STREET, 326 UNION AVENUE, APT. 3D, 2 FEINER PLACE, 68 41ST STREET, 34 FEINER PLACE, APT.1R, 29 OLYMPIC TERR, 57 CUMMINGS STREET, 65 COIT STREET APT.2, 3 FEINER PLACE, 19 CUMMINGS STREET, 26 WELLAND AVENUE, APT.1, 69 GLORIEUX STREET, 128 BROOKSIDE AVENUE, 150 MELROSE AVENUE, 85 LINDEN AVENUE, 50 MONTROSE TERRACE, 18 ELLIS AVENUE, 57 RUTGERS STREET, 62 LINDSLEY AVENUE, 714 CHANCELLOR AVENUE**:

NOW, THEREFORE BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that a parking space restricted for use by any person who has been issued a special vehicle identification card pursuant to the provisions of N.J.S.A. 39:4-205, when using a motor vehicle on which is displayed a certificate, for which a special vehicle identification card has been issued pursuant to N.J.S.A. 39:4-206, be established in front of **10 GARWOOD PLACE, 826 LYONS AVENUE, APT.2, 404 UNION AVENUE, APT.201, 108 WASHINGTON AVENUE, 112 WASHINGTON AVENUE, 14 41ST STREET, 168 EASTERN PARKWAY, 17 FLORENCE AVENUE, 551 S.20TH STREET, 326 UNION AVENUE, APT.3D, 2 FEINER PLACE, 68 41ST STREET, 34 FEINER PLACE, APT.1R, 29 OLYMPIC TERR, 57 CUMMINGS STREET, 65 COIT STREET.APT.2, 3 FEINER PLACE, 19 CUMMINGS STREET, 26 WELLAND AVENUE, APT.1, 69 GLORIEUX STREET, 128 BROOKSIDE AVENUE, 150 MELROSE AVENUE, 85 LINDEN AVENUE, 50 MONTROSE TERRACE, 18 ELLIS AVENUE, 57 RUTGERS STREET, 62 LINDSLEY AVENUE, 714 CHANCELLOR AVENUE**; and

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

Adopted

Hudley - Cox 24. Resolution Requesting Permission for a Dedication By Rider for Dedicated Fire Penalties

RESOLUTION REQUESTING PERMISSION FOR THE
DEDICATION BY RIDER FOR DEDICATED
FIRE PENALTIES

WHEREAS, permission is required of the Director of the Division of Local Government Services for approval as a dedication by rider of revenues received by a municipality when the revenue is not subject to reasonably accurate estimates in advance; and

WHEREAS, N.J.A.C. 5:70-2.12A(b) requires that all monies collected pursuant to this section shall be placed in a special Trust fund to be applied to the cost of firefighter training and/or new firefighting equipment, and

WHEREAS, N.J.S.A. 40A:4-39 provides the dedicated revenues anticipated from Dedicated Fire Penalties are hereby anticipated as revenue and are hereby appropriated for the purpose to which said revenue is dedicated by statute or other legal requirement.

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the Township of Irvington, County Essex, State of New Jersey, as follows:

1. The Governing Body does hereby request permission of the Director of the Division of Local Government Services to pay expenditures of the Dedicated Fire Penalties.

2. The Clerk of the Township of Irvington, County of Essex is hereby directed to forward two certified copies of this Resolution to the Director of the Division of Local Government Services

Adopted

Hudley - Cox 25. Resolution Requesting Permission for a Dedication By Rider for Fire Prevention Penalty Trust Account

RESOLUTION REQUESTING PERMISSION FOR THE DEDICATION
BY RIDER FOR FIRE PREVENTION PENALTY TRUST ACCOUNT

WHEREAS, permission is required of the Director of the Division of Local Government Services for approval as a dedication by rider of revenues received by a municipality when the revenue is not subject to reasonably accurate estimates in advance; and

WHEREAS, N.J.A.C. 5:70-2.12 provides for receipt of Fire Prevention Penalty Trust Account by the municipality to provide for the operating costs to administer this act; and

WHEREAS, N.J.S.A. 40A:4-39 provides the dedicated revenues anticipated from the Fire Prevention Penalty Trust Account fund are hereby anticipated as revenue and are hereby appropriated for the purpose to which said revenue is dedicated by statute or other legal requirement:

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

1. The Municipal Council does hereby request permission of the Director of the Division of Local Government Services to pay expenditures of the Fire Prevention Penalty Trust Account.

2. The Municipal Clerk is hereby directed to forward two certified copies of this Resolution to the Director of the Division of Local Government Services.

Adopted

Hudley - Beasley 26. Grant Appeals and Establish Handicapped Parking Spaces in Front Of 133 Lenox Avenue, 67 Kuna Terrace, 81 Norwood Avenue, 60 Ellery Avenue

WHEREAS, N.J.S.A. 39:4-197.5 provides that a Municipality may by resolution provide for restricted parking space(s) in front of residence(s) for use by any person who has been issued a special vehicle

identification card pursuant to the provisions of N.J.S.A. 39:4-205, when using a motor vehicle on which is displayed a certificate, for which a special vehicle identification card has been issued pursuant to N.J.S.A. 39:4-206; and

WHEREAS, request(s) have been made for restricted parking space(s) in front of **133 LENOX AVENUE, 67 KUNA TERRACE, 81 NORWOOD AVENUE, 60 ELLERY AVENUE, 247 PARK PLACE**:

NOW, THEREFORE BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that a parking space restricted for use by any person who has been issued a special vehicle identification card pursuant to the provisions of N.J.S.A. 39:4-205, when using a motor vehicle on which is displayed a certificate, for which a special vehicle identification card has been issued pursuant to N.J.S.A. 39:4-206, be established in front of **133 LENOX AVENUE, 67 KUNA TERRACE, 81 NORWOOD AVENUE, 60 ELLERY AVENUE, 247 PARK PLACE**; and

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

Adopted

Burgess - Evans 27. Authorizing a Negotiated Contract for the Purchase of a 2022 Chevrolet Suburban Gentilini Motors

AUTHORIZING A NEGOTIATED CONTRACT FOR THE PURCHASE OF 2022 CHEVROLET SUBURBAN

WHEREAS, the Township of Irvington duly advertised for the request for bids for a contract entitled "Lease/Purchase of 2022 Chevrolet Suburban 4WD 4 DR Premier or Equivalent" which was advertised in the New Jersey Star ledger on May 25, 2022 for receipt of bids on June 22, 2022 and no bids were received, and;

WHEREAS, the Township re-advertising for bids for this service on July 08, 2022 and no bid was received on July 27, 2022 and;

WHEREAS, the Administration would like to use the exception under 40A:11-5(3), and negotiate a contract for the Purchase or Lease of 2022 Chevrolet Suburban 4WD 4 DR Premier or Equivalent, and;

WHEREAS, on July 25, 2022, the Qualified Purchasing Agent contacted Gentilini Motors for a price proposal, and;

WHEREAS, the Administration wishes to award a contract to Gentilini Motors 2703 Fire Road, Egg Harbor Township, NJ 08234 for an amount of $94,839.45 plus $29,902.67 for lights and accessories, and;

NOW THEREFORE BE IT RESOLVED by the Municipal Council of Township of Irvington hereby authorize a negotiated contract for Lease/Purchase of 2022 Chevrolet Suburban 4WD 4 DR Premier or Equivalent from Gentilini Motors 2703 Fire Road, Egg Harbor Township, NJ 08234, for a total contract amount not to exceed $124,742.12 and;

BE IT FURTHER RESLOVED, that the required certification of availability of funds C22-0102 in the amount of $124,742.12 from account number C-04-56-848-013-901 has been obtained from the Chief Financial, and;

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

BE IT FURTHER RESOLVED, notice of this action shall be published in newspapers as required by law by the Municipal Clerk.

Adopted

Burgess - Hudley 28. Authorize Springfield Avenue Business Improvement District's (SACBID) 2022 – 2023 Budget to be Read by Title

WHEREAS, N.J.S.A. 40:56-84(f) provides that a Special Improvement District budget as advertised shall be read in full at the public hearing, or that it may be read by its
title only if:

1. At least one week prior to the date of the hearing a complete copy of the approved Special Improvement District budget, as advertised,

(b) shall be posted in a public place where public notices are customarily posted in the principal public building; and

(b) copies are made available to each person requesting same during said week and during the public hearing: NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that it hereby declares that the conditions of N.J.S.A. 40:56-84(f), 1 (a)and 1 (b), have been met and therefore the 2022 – 2023 Springfield venue Center Special Improvement District 2022-2023 Budget shall be read by title only.

2022-23 IRVINGTON SPRINGFIELD AVENUE BUSINESS IMPROVEMENT DISTRICT BUDGET

REVENUES	Budget	Narrative
Opening Balance	196,772	7/1/22 Cash on Hand: $375,000; transfer $196,772 to 2022-23 budget
BID Tax: 4%	295,728	4% surcharge to municipal property tax, maintained annually since 2018
Misc: CCEF event; Website ads, program fees	400	website/magazine/brochure ads, CCEF event
TOTALS	492,900	
EXPENSES	**Budget**	-
*BEAUTIFICATION:		
Holiday Decorations	40,000	DD: 60 garland wraps, skyline, 30 banners; Rileigh: 100 candy canes/bells (rentals)
Graffiti Removal Program	10,000	free first-time removal for members
Gateway Clock Electricity	1,400	PSE&G charges
Sidewalk & Smith St. Parking Lot Cleaning	150,000	AZ: $3461.53/biweekly; $60,000 joint purchase w/CBID of Madvac LR50 Litter Vacuum Vehicle
Private Security Cameras	15,000	matching grants for members' installations up to $2500
SUBTOTAL	216,400	
MARKETING:		
Business Improvement Matching Grant Program	25,000	matching grants for interior/exterior upgrades & online merchandising subscription
Promotional Mailers/Magazine	42,000	Holiday 2022 magazine & SWS brochure (Spring 2023) mailed to >29,000 Irvington residences
Social Media/Advertisements	9,000	website: $110; social media: $5624.25; Sidewalk Sale (SWS) banner-$850; SWS video-$900
Promotions (general)	7,000	3 Sidewalk Sales (SWS) through Sept 2022; 2 SWS in May & June, 2023
Holiday Santa's Photos	2,000	treats, costumed characters, digital photos, ads
Professional/Service Member Events	10,000	Quarterly tri-community activities thru ICC to benefit non-retail ISABID mbrs (i.e., health & job

SUBTOTAL	95,000	fair, economic/residential development seminar; holiday business networking mixer)
OPERATIONS		
Administration	60,000	FTM manager & consultant services (3rd party contractor)
Organizational Expenses	2,000	Telephone, Annual Report, stamps, copies, PO Box fee, etc.
Professional Fees	9,000	Audit: $6400; General liability & Directors/Officers insurance policies: $1936.10
Staff/Board Training	500	Board meeting breakfasts, seminars, subscriptions
SUBTOTAL	71,500	
RESERVE		
***Capital Improvements, Beautification, etc.**	100,000	gateway pole installations; sidewalk power wash pilot program, PSE&G pole electrification
Donations	10,000	$2000 Scholarship/ICC Awards Dinner/community requests
SUBTOTAL	110,000	
Total Expenditures	492,900	

Adopted

Beasley – Cox 29. Resolution Authorizing Reversion of 52 Chestnut Avenue and Authorize a 1 Year Lease Agreement

RESOLUTION AUTHORIZING REVERSION OF PROPERTY TO THE TOWNSHIP

WHEREAS, Camptown Post No. 1941, Irvington, was a nationally chartered organization of the Veterans of Foreign Wars ("VFW") in the United States, and

WHEREAS, Camptown Post No. 1941 was conveyed certain lands from the Township of Irvington as the site for its Club House via Ordinance passed by the Municipal Council on April 6, 1953, and

WHEREAS, said Ordinance provided that the conveyance and right to such lands for Camptown Post No. 1941 shall be limited to the usage set forth in the Ordinance, which was for a VFW approved entity, and

WHEREAS, on August 13, 2021, the charter from Camptown Post No. 1941 was canceled by the VFW, and

WHEREAS, **P&C Veterans Resource Center, Inc.,** a New Jersey Non-Profit Corporation, with its offices at 52 Chestnut Avenue, Irvington, New Jersey 07111 (hereinafter "the Center")

WHEREAS, The Center is desirous of leasing the Township's property listed as V.F.W. Camptown located at 52 Chestnut Avenue and designated as Lot 1 in Block 346.01 on the Township Tax Map (hereinafter " the Premises") to use for providing a variety of veterans and other related services to residents of the Township;

NOW THEREFORE, pursuant to the law and prior Township legislation be it RESOLVED BY THE TOWNSHIP MUNICIPAL COUNCIL, that the above referenced properties be reverted to the Township and that the Township shall enter into a "Lease Agreement" with P&C Veterans Resource Center, Inc., to permit the Center to continue to remain on the property for one (1) year.

Adopted

Frederic – Burgess 30. Amend UEZ 22-0711-1 Resolution Endorsing the Submission of the Irvington UEZ Administrative Budget FY 2023

AMENDMENT TO UEZ 22-0711-1 RESOLUTION ENDORSING THE SUBMISSION OF THE IRVINGTON URBAN ENTERPRISE ZONE ADMINISTRATIVE BUDGET FOR FISCAL YEAR 2023

WHEREAS, THE Township of Irvington has been designated as an Urban Enterprise Zone municipality by the State of New Jersey Urban Enterprise Authority; and

WHEREAS, the State of New Jersey Enterprise Zone Assistance Fund is to be utilized to assist qualified municipalities in undertaking public improvements and upgrading eligible municipal services in the zone; and

WHEREAS, the Urban Enterprise Zone Coordinator has proposed that Fiscal Year 2023 Administrative Budget in the amount of $247,787.10 of which $102,788.00 representing the Municipal contribution from the Township of Irvington, and the Anticipated UEZ Assistance in the amount of $145,000.00 will serve as an adequate amount of funds necessary for the operation and continuance of the Irvington Urban Enterprise Zone Program; and

WHEREAS, the Municipal Council finds that there has been adequate consideration of the proposed budget and that said budget meets the criteria consistent with the Irvington UEZ Strategic Plan; and

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that the budget application is hereby endorsed; and
BE IT FURTHER RESOLVED that a certified copy of this Resolution is forward to the Township of Irvington Municipal Council and the State of New Jersey Urban Enterprise Development Corporation by the IUEZ Executive Director.

FISCAL YEAR 2023-ADMINISTRATIVE BUDGET-$247,787.10 ($145,000.00 Anticipated UEZ assistance); ($102,788.00 Municipal Contribution)

Adopted

10. Communication and Petitions

A. Communications

11. Pending Business

None

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NON-CONSENT AGENDA ITEMS

8. Ordinances, Bills & Claims

A. Ordinances on Second Reading

1. Council President Burgess: An Ordinance Repealing Chapter 307 ~ Article

I "Standards, Fire Prevention Code" Of The Township of Irvington. The Clerk will read the notice of hearing.

Clerk will read the ordinance by title

AN ORDINANCE REPEALING CHAPTER 307 ~ ARTICLE 1 "STANDARDS; FIRE PREVENTION CODE" OF THE TOWNSHIP OF IRVINGTON

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

SECTION 1. Ordinance MC 2622 as (Chapter 102 of the 1981 Revised Code) Chapter **307**, Article 1, Standards, Fire Prevention Code of the Revised Code is hereby repealed.

SECTION 2. All Ordinances or parts of Ordinances inconsistent with the provisions of this Ordinance 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.

Hudley - Burgess Motion to close public hearing

Adopted

Hudley - Burgess Motion to adopt this ordinance on second reading after public hearing

Adopted

2. Council President Burgess: An Ordinance Amending And Supplementing Chapter 370 of the Revised Code of the Township of Irvington Entitled Fire Prevention. For the record, this notice is identical to the prior notice. The Clerk will read the ordinance by title.

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 370 OF THE REVISED CODE OF THE TOWNSHIP OF IRVINGTON ENTITLED FIRE PREVENTION

307-24 Fire Registration Fee for Non-Life Hazard Uses

There is hereby established a fire registration fee for non-life-hazard uses pursuant to the below schedule:

A. On-site inspections of non-life-hazard use: buildings, businesses and occupancies.

Business Fee Schedule

Use Code	Fee Amount	Description
0-1	$35	Office occupancy, 500 square feet or less

Business Fee Schedule

Use Code	Fee Amount	Description
0-2	$50	Any occupancy, under 1,000 square feet
0-3	$100	Any occupancy, 1,000 to 4,999 square feet
0-4	$175	Any occupancy, 5,000 to 9,999 square feet
0-5	$275	Any occupancy, 10,000 to 14,999 square feet
M-1	$70	3 to 5 dwelling units with common area
M-2	$80	6 to 25 dwelling units with common area
M-3	$250	Multiple dwelling with common area, over 25 units

B. Registration and application.

(1) In addition to registrations required by the Uniform Fire Code, any commercial business, other than a one- or two-family owner-occupied dwelling, shall register with the Fire Prevention Bureau as a non-life-hazard use, shall pay an annual registration fee set forth in Subsection A above, and shall be subject to a cyclical fire safety inspection not less than once every five years.

(2) Applications for registration of non-life-hazard uses will be provided by the Fire Prevention Bureau and shall be filed and the fee paid within 30 days of the date of receipt of the application.

C. Fines and penalties.

Failure to file the application and/or pay the fee within 30 days as set forth above shall subject the registrant/applicant to a fine of an amount equal to double the applicable registration fee but not less than $200 or more than $1,000 for each registration, in addition to any unpaid fee.

Hudley - Vick Motion to table ordinance

Adopted

3. Council President Burgess: An Ordinance Requiring the Installation Of A Key Lock Box Emergency Access System for Use by The Irvington Fire Department During An Emergency Or Any Other Action Deemed Necessary by the Irvington Fire Department. For the record, this notice is identical to the prior notice. The Clerk will read the ordinance by title.

AN ORDINANCE REQUIRING THE INSTALLATION OF A KEY LOCK BOX EMERGENCY ACCESS SYSTEM FOR USE BY THE IRVINGTON FIRE DEPARTMENT DURING AN EMERGENCY OR ANY OTHER ACTION DEEMED NECESSARY BY THE IRVINGTON FIRE DEPARTMENT

Scope and Purpose:

The health, safety, and welfare of the citizens of the Township of Irvington is requiring certain structures to have a key lock box installed on the exterior of the structure to aid the Township Fire

Department in gaining access to the structure when responding to calls for emergency service. Many buildings are equipped with automatic systems that may cause the Township Fire Department to be summoned at a time of emergency when the building or business is not occupied or when the occupant is not available to provide the Township Fire Department entry into the building.

The key lock box emergency access system will eliminate costly damage from forcible entry into buildings equipped with automatic systems by the Township Fire Department checking for fire or other dangerous conditions. The Township Fire Department can reduce the potential for rapid expansion of fire and other hazardous conditions by quick access and decrease dangers for firefighters

The key lock box emergency access system has been adopted by Section 506 of the International Fire Code 2006, New Jersey Edition and the key lock box emergency access system will operate on a controlled master key basis by the Township Fire Department.

The Township is authorized to pass this Ordinance pursuant to N.J.S.A. 40:48-2, and pursuant to the Township's police powers.

NOW, THEREFORE, BE IT ORDAINED, by the Township Council of the Township of Irvington in the County of Essex and the State of New Jersey, that there should be created:

Section 1. Definitions

Automatic Dialer shall refer to a device that automatically dials and relays a prerecorded message to a central station or the fire department.

Automatic Fire Suppression System refers to a system or assembly of piping, valves, controls, and sprinklers, which are designed and installed to comply with the National Fire Protection Association (NFPA) standards, which utilize water, foam, carbon dioxide, or other gas to automatically react to suppress fire.

Fire Official shall refer to the Fire Chief or his/her designee.

Central Station shall refer to an office of a private company to which remote alarm and supervisory signaling devices are transmitted and where personnel are in attendance at all times to supervise the circuits and investigate signals.

Key Lock Box shall refer to a secure rapid entry system that is designed to be used by Fire Department Personnel in the event of an emergency to gain entry into a structure by using the enclosed owner-provided key(s). This box is usually mounted on the exterior of the building in a location that is specified by the Fire Official and Construction Official. All boxes shall be UL (Underwriters Laboratories) certified, Knox Box brand, and approved by the Fire
Official and Construction Official.

Standpipe System shall refer to a wet or dry system of piping, valves, outlets and related equipment designed to provide water at specified pressures and installed exclusively for the fighting of fires.

Section 2. Structures to Be Equipped with a Key Lock Box

Unless otherwise determined in writing by the Fire Official, the following structures shall be equipped with a Key Lock Box of a type and size and at a location approved by the Fire Official and Construction Official:

(a) All new commercial buildings shall be equipped with a Key Lock Box prior to the issuance of the certificate of occupancy.

(b) All existing commercial buildings constructing additions, major renovations, or changes of use that require Township Zoning or Planning Board approval, shall be equipped with a Key Lock Box prior to the issuance of any necessary permits.

(c) All existing commercial buildings with new occupancies by tenants shall be equipped with a Key Lock Box prior to the issuance of a Certificate of Continued Occupancy.

(d) Each building protected by an automatic fire suppression and/or standpipe system and not manned 24 hours a day, 7 days a week.

(e) Each building protected by an automatic fire alarm system (automatic dialer, central station, external audible/visual alarm) and not manned 24 hours a day, 7 days a week.

(f) Multi-family residential structures that have restricted access through locked doors but have a common corridor for access to the living units, including but not limited to condominium buildings.

(g) Schools, whether public or private.

(h) Governmental structures and nursing care facilities, unless the building is staffed or open 24 hours a day, 7 days a week.

Section 3. Key Lock Box Contents

The property owner is required at all times to keep a key(s) in the Key Lock Box that will allow access to the structure. The Key Lock Box shall contain, but not be limited to, the following items as designated by the Fire Official:

(a) Labeled keys to locked points of ingress and egress, whether in interior or exterior of such buildings;

(b) Labeled keys to the locked mechanical rooms;

(c) Labeled keys to locked elevator rooms and controls;

(d) Labeled keys to any fence or secured areas;

(e) Labeled keys to areas of the building where fire alarm panels and fire protection systems are located;

(f) Labeled keys to any other areas that may be required by the Fire Official;

(g) A card containing the emergency contact names and phone numbers for such buildings and code to alarm system;

(h) Floor plans of the rooms within the building showing locations of shut-offs;

(i) Hazardous materials information; and

(j) An inventory of the keys.

The property owner shall notify the Township Fire Department when any or all of the locks or keys have been changed and shall keep the immediate area of the Key Lock Box free and clear of any and all obstructions.

Section 4. Registration and Installation of Key Lock Boxes

The property owner shall apply for a registration for a Key Lock Box on forms provided by and obtained from the Fire Official. A registration is required prior to the installation of a Key Lock Box in order to verify the proper size, mounting location and installation of said Key Lock Box. The Key Lock Box shall be installed at a location approved by the Fire Official and the Construction Official. No Key Lock Box shall be installed, voluntarily or otherwise, without first obtaining the approval of the Fire Official and the Construction Official. The property owner shall be responsible for the cost to purchase, install, and maintain the Key Lock Box. There is a one-time fee of $100.00 for Knox Box registration and Product Lookup.

Section 5. Compliance

All existing buildings required to have a Key Lock Box shall comply with this Ordinance one (1) year from its effective date. All newly constructed buildings not yet occupied or buildings currently under construction and all buildings or businesses applying for a certificate of occupancy shall comply immediately upon passage of this Ordinance. In any event, the owner of any structure in the Township shall comply with this ordinance within sixty (60) days from receipt of written notice from the Fire Official. The cost of purchasing and installing, along with any cost associated with implementation of the program at a specific property, will be borne by the property owner.

Section 6. Penalties

Any property owner failing to comply with this Ordinance shall be subject to a fine of not more than Three Hundred ($300) Dollars for each day of violation or non-compliance

The public hearing on this Ordinance is now open

There were no requests to be heard.

Hudley - Vick Motion to close public hearing

Adopted

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

Adopted

4. Council President Burgess: An Ordinance Amending And

Supplementing Chapter 620 Article XVI Regarding "Metered Parking". For the record, this notice is identical to the prior notice. The Clerk will read the ordinance by title.

Article XVI
Metered Parking

§ 620-56 **Definitions.**

A. The following words and phrases, which are not defined in Subtitle 1 of Title 39 of the Revised Statutes of New Jersey, shall have the meanings respectively ascribed to them in this section for purposes of this article:

PARKING METER

A mechanical device or meter not inconsistent with this article placed or erected for the regulation of parking by authority of this article. Each parking meter installed shall indicate by proper legend the legal parking time established by ordinance and, when operated, shall at all times indicate the balance of legal parking time and, at the expiration of such period, shall indicate illegal or overtime parking.

PARKING METER SPACE

Any space within a parking meter zone, adjacent to a parking meter and which is duly designated for the parking of a single vehicle by lines painted or otherwise durably marked on the curb or on the surface of the street or lot adjacent to or adjoining the parking meters.

PARKING METER ZONE

Any restricted street or off-street parking lot upon which parking meters are installed and in operation.

B. Whenever any words and phrases except those defined above are used in this article, the meanings respectively ascribed to them in Subtitle 1 of Title 39 of the Revised Statutes of New Jersey shall be deemed to apply to such words and phrases used herein.

§ 620-57 **Zones designated; hours, rates and time limits.**

A. On-street parking meter zones. Parking or standing a vehicle in a parking meter space in the on-street parking meter zones described below shall be lawful during the hours specified only upon the deposit of such amount as is indicated for each specified period of time.

Name of Street	Side	Time Limit/Hours	Location
Ball Street	East	2 hours; 8:00 a.m. to 9:00 p.m., except Sunday	From Nye Avenue to Clinton Avenue
Becker Terrace	Both	2 hours; 8:00 a.m. to 9:00	From 35 feet north of Springfield

Name of Street	Side	Time Limit/Hours	Location
		p.m., except Sunday	Avenue north for 145 feet
Chancellor Avenue	Both	1 hour; 8:00 a.m. to 9:00 p.m., except Sunday	From Cornell Street to Sheridan Street
Civic Square **[Repealed 1-12-1988 by Ord. No. MC 2845]**			
Civic Square **[Added 1-12-1988 by Ord. No. MC 2845]**	East	3 hours; 8:00 a.m. to 12:00 midnight, except Sunday	From Clinton Avenue to 289 feet south of Clinton Avenue
Civic Square **[Added 1-12-1988 by Ord. No. MC 2845]**	East	3 hours; 8:00 a.m. to 12:00 midnight, except Sunday	From 589 feet south of Clinton Avenue to Springfield Avenue
Civic Square	West	3 hours; 8:00 a.m. to 12:00 midnight, except Sunday	From Clinton Avenue to 273 feet south of Clinton Avenue
Civic Square	West	3 hours; 8:00 a.m. to 12:00 midnight,	From Springfield Avenue north for

Name of Street	Side	Time Limit/Hours	Location
		except Sunday	613 feet
Clinton Avenue	Both	1 hour; 8:00 a.m. to 9:00 p.m., except Sunday	From Washington Avenue to Orange Avenue
Clinton Avenue	Both	2 hours; 8:00 a.m. to 9:00 p.m., except Sunday	From Washington Avenue to the Newark line
Clinton Avenue	North	1 hour; 8:00 a.m. to 9:00 p.m., except Sunday	From 35 feet west of Stuyvesant Avenue west for 66 feet
Clinton Avenue	South	1 hour; 8:00 a.m. to 9:00 p.m., except Sunday	From Stuyvesant Avenue to Grant Place
Elmwood Avenue	North	2 hours; 8:00 a.m. to 9:00 p.m., except Sunday	From Grant Place to Sherman Place
Forty-Third Street	West	2 hours; 8:00 a.m. to 9:00 p.m., except	From 35 feet south of Springfield Avenue south for

Name of Street	Side	Time Limit/Hours	Location
		Sunday	150 feet
Franklin Terrace	Both	2 hours; 8:00 a.m. to 9:00 p.m., except Sunday	From 35 feet north of Springfield Avenue north for 100 feet
Frederick Terrace	West	2 hours; 8:00 a.m. to 9:00 p.m., except Sunday	From 50 feet north of Springfield Avenue north for 95 feet
Linden Avenue **[Repealed 9-26-2000 by Ord. No. MC 3155]**			
Myrtle Avenue **[Amended 4-26-1988 by Res. No. DP 88-0426-11; repealed 9-26-2000 by Ord. No. MC 3155]**			
New Street	Both	1 hour; 8:00 a.m. to 9:00 p.m., except Sunday	From Springfield Avenue to Clinton Avenue
Nye Avenue	North	2 hours; 8:00 a.m. to 9:00	From New Street to Nesbit

Name of Street	Side	Time Limit/Hours	Location
		p.m., except Sunday	Terrace
Orange Avenue	Both	1 hour; 8:00 a.m. to 9:00 p.m., except Sunday	From Springfield Avenue to Clinton Avenue
Prospect Avenue **[Repealed 12-27-2000 by Ord. No. 3161]**			
Sharon Avenue	East	2 hours; 8:00 a.m. to 9:00 p.m., except Sunday	From Springfield Avenue to Clinton Avenue
Smith Street	East	1 hour; 8:00 a.m. to 9:00 p.m., except Sunday	From Springfield Avenue to Clinton Avenue
Springfield Avenue	North	2 hours; 8:00 a.m. to 9:00 p.m., except Sunday	From Civic Square to the Maplewood line
Springfield Avenue	North	2 hours; 8:00 a.m. to 9:00 p.m., except	From Eastern Parkway to the Newark

Name of Street	Side	Time Limit/Hours	Location
		Sunday	line
Springfield Avenue **[Amended 10-22-1985 by Ord. No. MC 2797; 12-27-2000 by Ord. No. MC 3160]**	South	2 hours; 8:00 a.m. to 9:00 p.m., except Sunday	From Lincoln Place to the Maplewood line, except in front of 1211 Springfield Avenue
Springfield Avenue	South	2 hours; 8:00 a.m. to 9:00 p.m., except Sunday	From Sharon Avenue to the Newark line
Springfield Avenue **[Added 8-10-2004 by Ord. No. MC 3270]**	South	2 hours; 8:00 a.m. to 9:00 p.m., except Sunday	In front of 1387 Springfield Avenue
Springfield Avenue **[Added 8-10-2004 by Ord. No. MC 3270]**	South	2 hours; 8:00 a.m. to 9:00 p.m., except Sunday	In front of 1393 Springfield Avenue
Stuyvesant Avenue	East	1 hour; 8:00 a.m. to 9:00 p.m., except Sunday	From 45 feet north of Clinton Avenue north for 66 feet
Thirty-Eighth Street	Both	2 hours; 8:00 a.m. to 9:00 p.m.,	From 35 feet south of Springfield Avenue

Name of Street	Side	Time Limit/Hours	Location
		except Sunday	south for 100 feet
Union Avenue	Both	1 hour; 8:00 a.m. to 9:00 p.m., except Sunday	From Nye Avenue to Springfield Avenue
Union Avenue **[Added 5-24-1988 by Res. No. DP-88-0524-19]**	East	2 hours; 8:00 a.m. to 9:00 p.m., except Sunday	From Chancellor Avenue to Berkshire Place
Union Avenue **[Added 5-24-1988 by Res. No. DP 88-0524-19]**	East	1 hour; 8:00 a.m. to 9:00 p.m., except Sunday	From Paine Avenue to Chancellor Avenue
Washington Avenue **[Amended 4-26-1988 by Res. No. DP 88-0426-11]**	West	2 hours; 8:00 a.m. 9:00 p.m., except Sunday	From 184 feet north of Springfield Avenue north for 78 feet

B. Off-street parking meter zones. Parking or standing a vehicle in a parking meter space in the off-street parking meter zones described below shall be lawful only when not in excess of the maximum parking time indicated during the hours of operation specified, on each entire day, and only upon the deposit of such amount as is indicated for each specified period of time. No allowance shall be made for payments of lessor amounts for lessor amounts of time. **[Amended 12-12-1995 by Ord. No. MC 3027; 12-14-1999 by Ord. No. MC 3134; 11-9-2000 by Ord. No. MC 3158]**

Name of Lot (Location)	Hours	Time Limit/Rate

Name of Lot (Location)	**Hours**	**Time Limit/Rate**
Plaza No. 3, Civic Square Plaza; adjacent to northwest corner of Springfield Avenue and Civic Square	All	12 hours; $0.72~~2~~5/30 mins.
Plaza No. 4, Lehigh Place Plaza; Union Avenue between Chancellor Avenue and Lehigh Place	All	10 hours; $0.72~~2~~5/30 mins.
Plaza No. 5, Washington Avenue Plaza; bounded by Irvington Terminal, Clinton Avenue, Springfield Avenue and Washington Avenue	All	3 hours between 8:00 a.m. and 6:00 p.m.; $0.72~~2~~5/30 mins.
Plaza No. 6, Orange Avenue Plaza; between Smith Street and Orange Avenue, except that portions of this plaza are limited to two-hour metered parking	All	10 hours; $0.72~~2~~5/30 mins.
Plaza No. 6, Orange Avenue Plaza, shall also include two-hour limit	All	2 hours; $0.72~~2~~5/30 mins.

§ 620-58 **Duties of Department of Public Safety.**
[Amended 10-14-2015 by Ord. No. MC 3553]

A. In parking meter zones established pursuant to the provisions of this article, the Irvington Public Safety Department shall have the authority to cause parking meters to be installed and shall cause parking meter spaces to be designated as provided by this article. No parking meter shall be installed in any location where standing or parking therein would infringe upon or violate the provisions of N.J.S.A. 39:4-138.

B. The Irvington Public Safety Department is hereby authorized to provide for the supervision, control, repair and replacement of parking meters installed pursuant to this article and for the maintenance of such meters in good working order.

§ 620-59 **Location of meters; indication of legal or illegal use.**
Parking meters installed in the parking meter zones referred to in § **620-57** shall be placed upon the curb immediately adjacent to the individual parking places described by this article. Each parking meter shall be placed or set in such manner as to show or display by a signal that the parking space adjacent to such meter is or is not legally in use. Each parking meter installed shall indicate by a proper legend the legal parking time established.

§ 620-60 **Marking of spaces; parking within spaces.**

A. Street parking areas provided for by this article shall have lines or markings painted or placed upon the curb or upon the street adjacent or next to the parking meter and each vehicle shall be parked within the lines or markings so established.

B. The parking areas in municipally operated parking plazas shall have lines or markings adjacent to each parking meter installed for the purpose of designating the parking space regulated by each parking meter, within the limits of which every vehicle shall be parked.

C. It shall be unlawful to park any vehicle across any such lines or markings or to park such vehicle in such a position that the same shall not be entirely within the area so designated by such lines or markings.

D. All vehicles shall be parked "front end" (head on) to such parking meters in all of the aforesaid municipally owned and operated parking plazas, and it shall be unlawful for any such vehicle to be backed into any such meter zone in such municipally owned and operated parking plazas.

§ 620-61 **Deposit of coins in meters; amount of parking time allowed.**
[Amended 12-12-1995 by Ord. No. MC 3027; 12-14-1999 by Ord. No. MC 3134; 11-9-2000 by Ord. No. MC 3158; 9-14-2010 by Ord. No. MC 3427]
Whenever any vehicle shall be parked in any space adjacent to which a parking meter is located in accordance with the provisions of this article, the operator of such vehicle shall, upon entering such parking space, deposit or cause to be immediately deposited:

A. In parking meters located on public streets as set forth in § **620-57**, a $0.75~~50~~ coin of the United States of America. Upon the deposit of a $0.72~~5~~ coin and the placing of such parking meter in operation, such street parking space may be occupied by such vehicle for 20 minutes, unless parking on such streets is prohibited by other ordinances as reflected by posted signs.

B. In parking meters located on public streets as set forth in § **620-57**, a $0.72~~5~~ coin of the United States of America. Upon the deposit of a $0.72~~5~~ coin and the placing of such parking meter in operation, such street parking space may be occupied by such vehicle for 20 minutes, unless parking on such street is prohibited by other ordinances as reflected by posted signs.

C. In parking meters located on parking plazas as set forth in § **620-57**, a $0.72~~5~~ coin of the United States of America. Upon the deposit of a $0.72~~5~~ coin and the placing of such parking meter in operation, such parking space may be occupied by such vehicle for 20 minutes.

D. In parking meters located on parking plazas as set forth in § **620-57**, a $0.72~~5~~ coin of the United States of America. The deposit of a $0.72~~5~~ coin will allow the parking space to be occupied for 20 minutes.

§ 620-62 **Overtime parking generally.**

A. If any vehicle shall remain parked in any metered parking space beyond the parking limit fixed for such space, or in the event that such parking meter provides for the deposit of five-, ten- or twenty-five-cent coins, then beyond the time provided for any such meter as a result of such deposit, the parking meter shall, by its dial and pointer, indicate such illegal parking, and in that event such vehicle shall be considered as parking overtime and beyond the legal parking time in any such area where such meter is located, which shall be a violation of this article and punished as provided by this article.

B. It shall be unlawful and a violation of the provisions of this article for any person to cause, allow, permit or suffer any vehicle registered in the name of or driven by such person to be parked overtime or beyond the period of legal parking time established for any parking meter zone as described by this article.

§ 620-63 **Increasing parking time prohibited.**
It shall be unlawful and a violation of the provisions of this article for any person to deposit or cause to be deposited in a parking meter any coin for the purpose of increasing or extending the parking time of any vehicle beyond the legal parking time which has been established for the parking space adjacent to which such meter is placed.
§ 620-64 **Parking when overtime signal displayed prohibited.**
It shall be unlawful and a violation of the provisions of this article for any person to permit a vehicle to remain or be placed in any parking space adjacent to any parking meter while such meter is displaying a signal indicating that the vehicle occupying such parking space has already been parked beyond the period of time prescribed for such parking space.
§ 620-65 **Deposit of slugs prohibited.**
It shall be unlawful and a violation of the provisions of this article to deposit or cause to be deposited in any parking meter any slug, device or metallic substitute for a proper coin of the United States of America.
§ 620-66 **Additional limitations on metered parking.**
Metered parking shall be further limited within certain hours or prohibited entirely during specified hours whenever so provided or authorized by this chapter or any other ordinance and as indicated by signs posted in the particular area.
§ 620-67 **Coin legend.**
Every parking meter installed upon the public streets or upon the municipally operated parking plazas shall contain a legend indicating the number and types of coins which must be deposited for the respective periods, if there is more than one.
§ 620-68 **Parking municipally owned vehicles on parking plazas.**
[Amended 1-12-2016 by Ord. No. MC 3562]
The Director of Public Safety is authorized to designate areas for parking on municipal parking plazas for vehicles used for municipal purposes or municipally sponsored or approved purposes. No such vehicle shall be parked in such designated areas without the express authority of the Director of Public Safety, and when so authorized such vehicles shall not be required to comply with the provisions of this article relating to time regulations and the depositing of coins in such parking meters while parked in such designated areas. All vehicles used for municipal purposes or for municipally sponsored or approved purposes shall be properly identified.
§ 620-69 **Vehicles which may be parked on parking plazas.**
[Amended 10-25-2021 by Ord. No. MC 3782]
The parking of motor vehicles on any of the parking plazas covered by this article shall be limited to types of vehicles commonly referred to as private passenger automobiles and motorcycles, and it shall be unlawful to park any commercial or other type of vehicle thereon. Any commercial vehicle or other nonpassenger automobile, such as vehicles used in mass transport and vehicles used in the transportation of other vehicles and/or goods, shall be subject to ticketing and towing from any municipal-owned parking plaza or lot.
§ 620-70 **Plaza parking permits; fees.**

A. The Parking Division of the Township of Irvington is hereby authorized to issue a limited number of one-month or three-month parking permits or tickets for the parking of motor vehicles upon each of the municipally operated parking plazas. The number of parking permits and the fees for the same are described in § **620-117**, attached to and made part of

this chapter. **[Amended 10-27-1981 by Ord. No. MC 2643; 8-13-1991 by Ord. No. MC 2928]**

B. The charge or fee is payable in advance at the time of issuance and such permit or ticket shall be valid for a full twenty-four-hour period during each day of the period of the permit. The parking permit shall be used only on the parking plaza for which it is indicated and said permit shall not be reserved but shall be issued to the first person appearing to pay the fee for same. **[Amended 10-27-1981 by Ord. No. MC 2643]**

C. The Division of Parking shall not issue any permit prior to seven days before the month for which the permit shall be in force.

§ 620-71 **Permit to be affixed to vehicle.**
The permit or ticket issued pursuant to the provisions of § **620-70** shall be attached to the vehicle which is being so parked, to indicate that the same is authorized by virtue of such monthly parking permit.
§ 620-72 **Period of validity.**
A monthly parking permit or ticket authorized by § **620-70** shall be valid only for the parking of the vehicle for which it has been issued upon all of the municipally operated parking plazas during the effective period for which it has been issued.
§ 620-73 **Fees not refundable.**
No refund shall be made of the monthly parking permit fee specified by § **620-70**, or any part thereof, for any reason.
§ 620-74 **Parking spaces not reserved.**

A. Except as herein provided for parking on Parking Plaza No. 6, Orange Avenue Plaza, a vehicle parking under the authority of a monthly parking permit may be parked upon any available portion of the designated municipal parking plaza, and no area shall be reserved for such vehicle nor shall any parking space be guaranteed for the use of such monthly permit vehicle.

B. On Parking Plaza No. 6, Orange Avenue Plaza, any vehicle parking under the authority of a monthly permit shall be limited to parking only in those spaces specifically set aside and metered for ten-hour parking.

§ 620-75 **Parking with expired permit.**
It shall be unlawful to park or attempt to park any vehicle upon a municipally operated parking plaza with an outdated or expired monthly parking permit unless the required coins are deposited in the parking meter as specified by this article.
§ 620-76 **Applicability of certain provisions.**
While a vehicle is being parked under authority of a valid monthly parking permit or ticket, the provisions of this article relating to the deposit of coins in parking meters and the parking time allotted for such coin deposit shall not apply to such vehicle.
§ 620-77 **Certain plazas exempt.**
The municipal parking plazas contiguous to the Irvington Municipal Building are hereby declared to be exempt from the provisions of this article.

The public hearing on this Ordinance is now open

There were no requests to be heard.

Frederic - Vick Motion to close public hearing

Adopted

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

Adopted

5. Council President Burgess: An Ordinance Amending And Supplementing Chapter 620 Section 117 Regarding "Schedule XXII: Off-Street and Metered Permits for Businesses". For the record, this notice is identical to the prior notice. The Clerk will read the ordinance by title.

Article XIX
Schedules

§ 620-117 **Schedule XXIII: Off-Street and Metered Permits for Businesses.**
[Amended 10-27-1981 by Ord. No. MC 2643; 8-13-1991 by Ord. No. MC 2928; 1-9-1996 by Ord. No. MC 3030; 9-26-2000 by Ord. No. MC 3157; 1-27-2004 by Ord. No. MC 3251; 1-29-2013 by Ord. No. MC 3482; 6-23-2015 by Ord. No. MC 3540]

A. Business District is any street and/or area containing parking meters.

B. Pursuant to the provisions of § **620-70A**, off-street parking permits for parking upon municipally operated parking plazas are described as follows:

Name of Lot	Number of Permits	Rate
Nye Avenue Garage	20	$20/month
Plaza No. 3, Civic Square	35	$20/month
Plaza No. 4, Lehigh Place	39	$20/month
Plaza No. 5, Washington Avenue	40	$20/month
Plaza No. 6, Orange Avenue	35	$20/month
Plaza No. 7, Union Avenue	20	$20/month
38 Rosehill Place within 100 linear feet along the public right of way eastwardly and westwardly of this address	10	$20/month

* Special exemption for Irvington residents who reside in a Business District (See § **620-99**).

§ 620-118 **(Reserved)**

The public hearing on this Ordinance is now open

There were no requests to be heard.

Vick - Frederic Motion to close public hearing

Adopted

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

Adopted

6. Council President Burgess: An Ordinance Amending And Supplementing Chapter 620, Article II Regarding "Parking Too Close To Driveway" By Adding Howard Street. For the record the notice is identical.

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 620, ARTICLE II OF THE REVISED CODE OF THE TOWNSHIP OF IRVINGTON PERTAINING TO PARKING

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

SECTION 1. Section 620 Article II of the Revised Code of the Township of Irvington is hereby supplemented by adding the following street and location:

Parking too close to driveway.

No person shall park or cause to be parked any type of motor vehicle within four linear feet of the crossover width of a driveway where the driveway meets the carriage way (i.e. the lower section of the driveway, which abuts the street or other public right of way) upon any of the following described streets or parts of streets:

Name of Street	**Side**	**Location**
Howard Street	Both	Between May Street and Nye Avenue

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 Clerk will read the ordinance by title.

The public hearing on this ordinance is now open.

There were no requests to be heard.

Vick - Burgess Motion to close public hearing

Adopted

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

Adopted

7. Council President Burgess: A Bond Ordinance Providing For Phase III of the Local Unit's Allocable Share of the Flood Mitigation Facilities Project of the Joint Meeting of Essex and Union Counties Appropriating $7,045,000.00 and Authorizing the Issuance of $7,045,000.00 Bonds or Notes to Finance the Cost Thereof.

The Clerk will read the ordinance by title.

BOND ORDINANCE PROVIDING FOR PHASE III OF 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 (THE "LOCAL UNIT"); APPROPRIATING $7,045,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF $7,045,000 BONDS OR NOTES TO FINANCE THE COST THEREOF

BE IT ORDAINED AND ENACTED BY THE GOVERNING BODY OF THE TOWNSHIP OF IRVINGTON, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY (not less than two-thirds of all the members thereof affirmatively concurring), AS FOLLOWS:

SECTION 1. The improvements described in Section 3 of this bond ordinance are hereby authorized to be undertaken by the Joint Meeting of Essex and Union Counties (the "Joint Meeting") on behalf of the Township of Irvington, in the County of Essex, State of New Jersey (the "Local Unit") as general improvements. For the said improvements stated in Section 3, there is hereby appropriated the amount of $7,045,000. Pursuant to the provisions of N.J.S.A. 40A:2-11(c) of the Local Bond Law, N.J.S.A. 40A:2-1 et seq., as amended and supplemented (the "Local Bond Law"), no down payment is required as this bond ordinance authorizes obligations for environmental infrastructure projects which are funded by loans from the New Jersey

Infrastructure Bank (the "I-Bank") and the State of New Jersey, acting by or through the Department of Environmental Protection.

SECTION 2. For the financing of said improvements or purposes described in Section 3 hereof and to meet the $7,045,000 appropriation, negotiable bonds of the Local Unit are hereby authorized to be issued in the principal amount of $7,045,000 pursuant to, and within all limitations prescribed by, the Local Bond Law and the Municipal Qualified Bond Act, N.J.S.A. 40A:3-1 et seq., as amended and supplemented. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable notes of the Local Unit in a principal amount not exceeding $7,045,000 are hereby authorized to be issued pursuant to, and within the limitations prescribed by, said Local Bond Law.

SECTION 3. The improvements hereby authorized and purposes for the financing of which said debt obligations are to be issued are for the Local Unit's allocable share of capital improvement projects being undertaken by the Joint Meeting for Phase III of the Flood Mitigation Facilities Project consisting of, but not limited to, the construction of reinforced concrete flood protection walls around the Main Treatment Plant site including, but not limited to, the installation of four (4) flood protection swing gates, the demolition of the existing guard house and the construction of a new guard house, the construction of five (5) storm sewer isolation chambers with sluice gates and electric actuators, the realignment and repaving of various treatment plant roadways, the construction of a new emergency access roadway, the relocation and protection of existing utilities, and associated grading and site restoration. Phase III of the Flood Mitigation Facilities Project shall also include costs for engineering services related to surveying, I-Bank Project Report & Permitting, New Jersey Department of Environmental Projection and Army Corps of Engineers permitting, and performance of test pits for determination of utility locations.

a. All improvements shall include, as applicable, all work, materials, equipment, engineering services and design, architectural services and designs, surveying,

environmental consulting work, environmental testing and remediation, preparation of plans and specifications, governmental permits, bid documents, conducting and preparation of reports, plans, analysis, and studies, equipment rental, labor and appurtenances necessary therefore or incidental thereto.

b. The aggregate estimated maximum amount of bonds or notes to be issued for said improvements or purposes is $7,045,000.

c. The aggregate estimated cost of said improvements or purposes is $7,045,000.

SECTION 4. In the event the United States of America (including the Federal Emergency Management Agency ("FEMA")), the State of New Jersey, and/or the County of Essex make a loan, contribution or grant-in-aid to the Local Unit for the improvements authorized hereby and the same shall be received by the Local Unit prior to the issuance of the bonds or notes authorized in Section 2 hereof, then the amount of such bonds or notes to be issued shall be reduced by the amount so received from the United States of America (including FEMA), the State of New Jersey, and/or the County of Essex. In the event, however, that any amount so loaned, contributed or granted by the United States of America (including FEMA), the State of New Jersey, and/or the County of Essex shall be received by the Local Unit after the issuance of the bonds or notes authorized in Section 2 hereof, then such funds shall be applied to the payment of the bonds or notes so issued and shall be used for no other purpose. This Section 4 shall not apply however, with respect to any contribution or grant in aid received by the Local Unit as a result of using such funds from this bond ordinance as "matching local funds" to receive such contribution or grant in aid.

SECTION 5. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer of the Local Unit, provided that no bond anticipation note shall mature later than one (1) year from its date, unless such bond

anticipation notes are permitted to mature at such later date in accordance with the provisions of the New Jersey Infrastructure Trust Act, N.J.S.A. 58:11B-1 ("NJIT Act"). The bond anticipation notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer of the Local Unit shall determine all matters in connection with the bond anticipation notes issued pursuant to this bond ordinance, and the signature of the Chief Financial Officer upon the bond anticipation notes shall be conclusive evidence as to all such determinations. All bond anticipation notes issued hereunder may be renewed from time to time in accordance with the provisions of Section 8.1 of the Local Bond Law and, as applicable, the provisions of the NJIT Act. The Chief Financial Officer is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver them to the purchaser thereof upon receipt of payment of the purchase price and accrued interest thereon from their dates to the date of delivery thereof. The Chief Financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes pursuant to this bond ordinance is made. Such report must include the principal amount, the description, the interest rate, and the maturity schedule of the bond anticipation notes so sold, the price obtained and the name of the purchaser.

SECTION 6. The Local Unit hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the Local Unit is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

SECTION 7. The following additional matters are hereby determined, declared, recited and stated:

a. The purposes described in Section 3 of this bond ordinance are not current expenses and are improvements which the Local Unit may lawfully undertake as general improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

b. The average period of usefulness of said improvements or purposes within the limitations of said Local Bond Law, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is 30 years.

c. The supplemental debt statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the Local Unit and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services within the Department of Community Affairs of the State of New Jersey, and such statement shows that the gross debt of the Local Unit, as defined in the Local Bond Law, is increased by the authorization of the bonds and notes provided for in this bond ordinance by $7,045,000 and the said obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

d. An aggregate amount not exceeding $981,792.37 for items of expense listed in and permitted under section 20 of the Local Bond Law is included in the estimated cost indicated herein for the improvements hereinbefore described.

e. In accordance with N.J.S.A. 40:63-134, bonds authorized and issued by the Local Unit to finance improvements or works for the Joint Meeting shall not be taken to be included within or governed by any limitation fixed by law to the amount of bonds authorized to be issued by the Local Unit.

SECTION 8. The full faith and credit of the Local Unit are hereby pledged to the punctual payment of the principal of and the interest on the debt obligations authorized by this bond ordinance. The debt obligations shall be direct, unlimited obligations of the Local Unit, and

the Local Unit shall be obligated to levy *ad valorem* taxes upon all the taxable property located within the Local Unit for the payment of the principal of and the interest thereon without limitation as to rate or amount.

SECTION 9. The Local Unit reasonably expects to reimburse any expenditures toward the costs of the improvements or purposes described in Section 3 hereof and paid prior to the issuance of any bonds or notes authorized by this bond ordinance with the proceeds of such bonds or notes. This Section 9 is intended to be and hereby is a declaration of the Local Unit's official intent to reimburse any expenditure toward the costs of the improvements or purposes described in Section 3 hereof to be incurred and paid prior to the issuance of bonds or notes authorized herein in accordance with Treasury Regulations Section 150-2.

SECTION 10. The Local Unit covenants to maintain the exclusion from gross income under section 103(a) of the Internal Revenue Code of 1986, as amended, of the interest on all bonds and notes issued under this ordinance on a tax-exempt basis.

SECTION 11. Upon adoption hereof, the Clerk of the Local Unit shall forward certified copies of this bond ordinance to Everett M. Johnson, Esq., Wilentz, Goldman & Spitzer, P.A., bond counsel to the Joint Meeting of Essex and Union Counties, and Richard T. Nolan, Esq., McCarter & English, LLP, bond counsel to the I-Bank.

SECTION 12. This bond ordinance shall take effect twenty (20) days after the first publication hereof after final adoption, as provided by the Local Bond Law.

ADOPTED ON FIRST READING

DATED: _____, 2022

_____

Harold E. Wiener, Clerk

ADOPTED ON SECOND READING

DATED: _____, 2022

_____
Harold E. Wiener, Clerk

APPROVAL BY THE MAYOR ON THIS ____ DAY OF _____, 2022

Burgess - Beasley Motion to adopt this ordinance on second reading.

Adopted

9. Resolutions and Motions (Continued)

A. Resolutions

28A. President Burgess: The Springfield Avenue Center Business Improvement District's budget for 2022-2023 was introduced on July 11, 2022, published in the Irvington Herald on July 21, 2022 public hearing set for this date, time and place.

The Clerk will read the notice of hearing.

The Clerk read the notice of hearing.

The Clerk will read the budget by title

BE IT RESOLVED that the following statements of revenues and appropriations shall constitute the Springfield Avenue Center Business Improvement's 2021-2022 budget:

TOTAL GEVERAL REVENUES	$492,900
TOTAL GEVERAL APPROPRIATIONS	$492,900

The public hearing on the Springfield Avenue Center Business Improvement District's (SACBID) Budget for 2022 – 2023 will be heard at this time.

There were no requests to be heard.

Burgess – Hudley Motion to close public hearing

Adopted

Burgess – Hudley Motion to adopt Springfield Avenue Center Business Improvement District's (SACBID) Budget for 2022-2023

Adopted

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BEVERAGE CONTROL BOARD

AUGUST 8, 2022

1. Chair Cox calls the Meeting to Order

2. Roll Call

3. New Business

Cox – Frederic A. Renewal of ABC Pocket Distribution License With 12:39 Special Ruling - Dhanshree, Inc.

WHEREAS, the following named individuals, partnerships or corporations, being applicants for Plenary Retail Distribution Licenses for the Year 2022-2023 to sell alcoholic beverages under the provisions of NJSA Title 33, having been investigated as required by said Law, and the Alcoholic Beverage Control Board being satisfied that said applicants in all things have met the requirements of the law and are suitable and proper organizations to whom Plenary Retail Consumption Licenses should be issued; and

WHEREAS, the Director of the New Jersey Division of Alcoholic Beverage Control has granted a Special Ruling to Permit renewal of an Inactive License Pursuant to NJSA 33:1-12.39.

NOW, THEREFORE BE IT RESOLVED by the Municipal Council, Acting as the Alcoholic Beverage Control Board of the Township of Irvington, that permanent Plenary Retail Distribution Licenses be isssued to the following named individual, partnerships and corporations for the sale of alcoholic beverages in original containers for consumption on the licensed premises, for the Year 2022-2023 at the address set opposite their name.

License Number	Name	Address
0709-44-012-005	Dhanshree, Inc. 300 Tuttlegrove Road Vineland, NJ 08361	(Pocket with Special 12:39 State ABC Ruling)

BE IT FURTHER RESOLVED, that the said licenses be issued in the name and under the seal of the Township of Irvington and be signed by the ABC Board Secretary, in order to fulfil the provisions of Chapter 158 of the Irvington Township Code, known as Ordinance MC 3635, which license, after being so signed, shall be released by the ABC Board Secretary to the licensee.

Adopted

4. Adjournment

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NON-CONSENT AGENDA (Continued)

12. Miscellaneous

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

Lauren Shears Agnew, Essex County Information Officer
Jackie McLeod, 261 Vermont Avenue
Kit Turner, 92 Melville Place
David Biagini, Representing the Camptown Business Improvement District and the Springfield Avenue Center Business Improvement District

Council President Burgess responded to the issues raised by the above referenced citizens.

13. Adjournment

There being no further business, the meeting adjourned at 7:58 P.M.

_____ _____

Renee C. Burgess, Council President Harold E. Wiener, Municipal Clerk