PROCEEDINGS OF CITY COUNCIL

(OFFICIAL)

ELIZABETH, N.J.

Tuesday Evening
April 9, 2019
7:30 P.M.

A regular meeting of the City Council was held this evening in the City Council Chamber, City Hall,

Council President William Gallman announced that this regular meeting is listed in the "Annual Notice" have been mailed or delivered to the Star Ledger, Home News Tribune, and Cablevision of Elizabeth and posted and filed in the city clerk's office in compliance with the terms of the Open Public Meetings Law, Chap. 231, P.L. 1975 on December 27, 2018.

PRESENT: Council Members-at-Large: Manny Grova, Jr., Frank Cuesta, Patricia Perkins Auguste, Council Members: Carlos Torres, 1st Ward; Carlos Cedeno, 4th Ward; Frank Mazza, 6th Ward and President William Gallman, Jr., -7

ABSENT: Gonzalez, Kiniery -2

ALSO PRESENT: Jorge Estrada, Special Counsel

Councilman Cuesta delivered the opening prayer and led all present in the Pledge of Allegiance to the American Flag.

NOTE: Councilwoman Perkins-Auguste arrived to the meeting at 7:45 p.m.; Councilman Grova arrived to the meeting at 8:00 p.m. and assumed their seats.
PRESENTATION

Council President Gallman introduced His Honor the Mayor.

The Mayor thanked City Council for acknowledging Organ and Tissue Donor's.

He then read the commendation.

The representatives from NJ Sharing thanked the City for the commendation and she announced that organ and tissue donors save lives. She stated further that there will be a 5K run and she hoped to see everyone there.

Council President Gallman recognized Councilman Mazza.

Councilman Mazza congratulated the JR. ROTC Marine Corp Rifle Team for receiving first, second and third place at a rifle competition. He continued that Alejandro Garcia received the highest score. He then presented the team with commendations.

Councilman Mazza congratulated the Elizabeth High School Soccer Team for being ranked three hundred (300) in the Country. They are ranked fifteen (15) in New Jersey's top 20. He stated further that the teams season was 16 wins, 3 losses and 2 ties. He then presented the team with commendations.

The Team thanked everyone for this acknowledgement.
PUBLIC SPEAKING

Mr. Salaam Ismail, 14 Denmark Place, spoke to the investigation by the Union County Prosecutor's Office regarding the Police Director. He stated that at least six (6) Police Director has used derogatory remarks when referring to female Police Officers. He continued that the Police Director has used the N-word and called female officers a female organ part. He stated further that the Prosecutor will submit a report sometime this week. Mr. Ismail stated that he has received calls telling to be quiet. This is not a subject that Council should play politics with.

There being no one else present who desired to be heard, Council President Gallman declared the public speaking portion of the meeting closed.
PUBLIC HEARINGS

AN ORDINANCE TO AMEND SECTION 10.24.110 OF THE CODE OF THE CITY OF ELIZABETH ENTITLED "TRAFFIC CONTROL SIGNALS" SPECIFICALLY TO ESTABLISH A NEW TRAFFIC CONTROL SIGNAL AT THE INTERSECTION OF 101-141 NORTH AVENUE, EAST, IN ACCORDANCE WITH THE AS-BUILT TRAFFIC SIGNAL PLAN DATED MARCH 6, 2019.

This ordinance was adopted on its first reading at the meeting of City Council held on March 26, 2019.

The Notice of Public Hearing was published in the Star Ledger issue of April 1, 2019.

The Clerk read the following ordinance and Council President Gallman asked if there was anyone present who wished to speak either for or against the adoption of the ordinance.

There being no one present who desired to be heard, Council President

Gallman declared the public hearing closed.
Council President Gallman announced that the next business in order would be a public hearing on Ordinance No. 5156 entitled:

AN ORDINANCE TO AUTHORIZE THE ESTABLISHMENT OF A PERSONALIZED HANDICAPPED PARKING SPACE FOR ABDUL SCOTT, 81 BROADWAY, ELIZABETH, NEW JERSEY 07206

This ordinance was adopted on its first reading at the meeting of City Council held on March 26, 2019.

The Notice of Public Hearing was published in the Star Ledger issue of April 1, 2019.

There being no one present who desired to be heard, Council President Gallman declared the public hearing closed.
Council President Gallman announced that the next business in order
would be a public hearing on Ordinance No. 5157 entitled:

AN ORDINANCE TO AUTHORIZE THE ESTABLISHMENT OF A
PERSONALIZED HANDICAPPED PARKING SPACE FOR ALEXANDRI
MEDEIROS, 248 PINE STREET, ELIZABETH, NEW JERSEY 07206

This ordinance was adopted on its first reading at the meeting of City Council
held on March 26, 2019.

The Notice of Public Hearing was published in the Star Ledger issue of
April 1, 2019.

There being no one present who desired to be heard, Council President
Gallman declared the public hearing closed.
Council President Gallman announced that the next business in order would be a public hearing on Ordinance No. 5158 entitled:

AN ORDINANCE TO AUTHORIZE THE ESTABLISHMENT OF A PERSONALIZED HANDICAPPED PARKING SPACE FOR NELEYSHKA PASTOR, 221 CLARK PLACE, ELIZABETH, NEW JERSEY 07206

This ordinance was adopted on its first reading at the meeting of City Council held on March 26, 2019.

The Notice of Public Hearing was published in the Star Ledger issue of April 1, 2019.

There being no one present who desired to be heard, Council President Gallman declared the public hearing closed.
Council President Gallman announced that the next business in order would be a public hearing on Ordinance No. 5159 entitled:

AN ORDINANCE TO AUTHORIZE THE ESTABLISHMENT OF A PERSONALIZED HANDICAPPED PARKING SPACE FOR VENUS MARTINEZ, 155 INSLEE PLACE, ELIZABETH, NEW JERSEY 07206

This ordinance was adopted on its first reading at the meeting of City Council held on March 26, 2019.

The Notice of Public Hearing was published in the Star Ledger issue of April 1, 2019.

There being no one present who desired to be heard, Council President Gallman declared the public hearing closed.
Council President Gallman announced that the next business in order would be a public hearing on Ordinance No. 5160 entitled:

AN ORDINANCE TO AUTHORIZE THE ESTABLISHMENT OF A PERSONALIZED HANDICAPPED PARKING SPACE FOR EVELINA DESPAIGNE, 555 FULTON STREET, ELIZABETH, NEW JERSEY 07206

This ordinance was adopted on its first reading at the meeting of City Council held on March 26, 2019.

The Notice of Public Hearing was published in the Star Ledger issue of April 1, 2019.

There being no one present who desired to be heard, Council President Gallman declared the public hearing closed.
Council President Gallman announced that the next business in order would be a public hearing on Ordinance No. 5161 entitled:

AN ORDINANCE TO AUTHORIZE THE ESTABLISHMENT OF A PERSONALIZED HANDICAPPED PARKING SPACE FOR EDWARD J. FARRA, 512 FULTON STREET, 1ST FL., ELIZABETH, NEW JERSEY 07208

This ordinance was adopted on its first reading at the meeting of City Council held on March 26, 2019.

The Notice of Public Hearing was published in the Star Ledger issue of April 1, 2019.

There being no one present who desired to be heard, Council President Gallman declared the public hearing closed.
Council President Gallman announced that the next business in order would be a public hearing on Ordinance No. 5162 entitled:

AN ORDINANCE TO RESCIND ORDINANCE NO. 4950, ADOPTED ON NOVEMBER 28, 2017, WHICH AUTHORIZED THE ESTABLISHMENT OF A PERSONALIZED HANDICAPPED PARKING SPACE FOR RUBEN HERNANDEZ, 441 B LIVINGSTON STREET, ELIZABETH, NEW JERSEY

This ordinance was adopted on its first reading at the meeting of City Council held on March 26, 2019.

The Notice of Public Hearing was published in the Star Ledger issue of April 1, 2019.

There being no one present who desired to be heard, Council President Gallman declared the public hearing closed.
Council President Gallman announced that the next business in order would be a public hearing on Ordinance No. 5163 entitled:

AN ORDINANCE TO AUTHORIZE THE ESTABLISHMENT OF A PERSONALIZED HANDICAPPED PARKING SPACE FOR EATHER FOLCHI, 612 GRIER AVENUE, ELIZABETH, NEW JERSEY 07202

This ordinance was adopted on its first reading at the meeting of City Council held on March 26, 2019.

The Notice of Public Hearing was published in the Star Ledger issue of April 1, 2019.

There being no one present who desired to be heard, Council President Gallman declared the public hearing closed.

Council President Gallman asked if there was anyone present who wished to speak either for or against the adoption of The Midtown Elizabeth Special Improvement District Calendar 2019 six-month Budget 01-01-19 to 06-30-19 in the amount of $112,500.00.

There being no one present who desired to be heard, Council President Gallman declared the Public Hearing closed.
PETITIONS, COMMUNICATIONS, ETC.

By the Clerk:

Letter dated March 29, 2019, from His Honor the Mayor advising that there is a need for additional Temporary Municipal Prosecutors in the Municipal Court therefore, subject to your advice and consent, I am making the following appointments: Cheryl Craft, Esq., The Law Offices of Cheryl Craft, Esq., 59 Robins Place, Metuchen, NJ; Daniel A. Serratelli, Esq., 172 New York Avenue, Newark, NJ; terms of office shall be from the date of approval by your Honorable Body until January 1, 2020.

Which was received.

By the Clerk:

Letter dated April 2, 2019, from His Honor the Mayor subject to the confirmation of your Honorable Body, I herewith appoint Mr. Stanley J. Noron, 607 Westminster Avenue, Elizabeth, NJ to serve as the Director of Recreation effective May 6, 2019.

Which was received.

By the Clerk:

Letter dated March 20, 2019, from the Business Administrator recommending awarding a contract to Deere & Company, 2000 John Deere Run, Cary, NC for the purchase of one (1) 2019 John Deere 1595 Terrain Cut Front Mower with attachments in the amount of $43,474.51; replacement for a 2009 Toro Grandmaster 7210, Serial Number 290000159.

Which was received.

By the Clerk:

Letter dated March 28, 2019, from the Business Administrator recommending awarding a contract to Malouf-Ford, Inc., 2210 Route 1 North, P.O. Box 7480, North Brunswick, NJ for the purchase of OEM and Non-OEM maintenance and repair services for light and medium duty vehicles for various departments for the period of March 17, 2019 through March 17, 2020 at a cost not to exceed $100,000.00.

Which was received.

By the Clerk:


Which was received.

By the Clerk:

Letter dated March 28, 2019, from the Business Administrator recommending awarding a contract to On Computer Services, LLC, d/b/a Unified Power, 217 Metro Drive, Terrell, TX for Maintenance of UPS Systems located at the Elizabeth Police and Fire Departments for a period of two (2) years commencing from the date of award in an amount not to exceed $50,000.00.

Which was received.

By the Clerk:

Letter dated March 28, 2019, from the Business Administrator request authorization for the proper City officials to participate in the National Co-Op, Sourcewell, formerly NJPA and permit the proper City officials to utilize their contract with R.J. Sherman & Associates, Inc., d/b/a Vermeer North Atlantic Sales & Service, 7 Maple Avenue, Lumberton, NJ to purchase one (1) Model SC802 Vermeer Stump Cutter in the total amount of $53,882.00.

Which was received.

By the Clerk:


Which was received.
By the Clerk:
Letter dated March 29, 2019, from the Business Administrator recommending awarding a contract to Gold Type Business Machines, Inc., 351 Peterson Avenue, East Rutherford, NJ for the License of Police Computer Assisted Mobile Client Software for the period of April 1, 2019 through March 31, 2020 in the amount of $24,937.50. Which was received.

By the Clerk:
Letter dated March 29, 2019, from the Business Administrator request authorization for the proper City officials to purchase a policy of insurance with Chubb Cyber Enterprise Risk, through agent-of-record Otterstedt Insurance Agency, 540 Sylvan Avenue, Englewood Cliffs, NJ covering liability and property insurance at an annual premium of $18,005.00. Which was received.

By the Clerk:
Letter dated March 29, 2019, from the Business Administrator request authorization for the proper City officials to participate in renewing a State Contract with Shl International, 290 Davidson Avenue, Somerset, NJ for the purchase of Maintenance for Lawsoft, Police Computer Aided Dispatch (CAD) Records Management System (RMS) System Software, GIS/AVL Mobile and Mapping System for the Police Department for the period of March 6, 2019 through March 5, 2020 at a total cost of $78,201.46. Which was received.

By the Clerk:
Letter dated March 29, 2019, from the Business Administrator recommending awarding a contract to RFP Solutions, Inc., 10-F Greenwood Avenue, West Deptford, NJ for the purchase of telephone equipment, hardware and software for City Hall, the Police and Fire Departments and Senior Centers for the period of March 22, 2019 through March 21, 2021 at a cost not to exceed $150,000.00. Which was received.

By the Clerk:
Letter dated March 29, 2019, from the Business Administrator recommending awarding a contract to Beyer Ford, 170 Ridgedale Avenue, Morristown, NJ for the purchase of one (1) 2019 Ford F150 Super Cab Truck as a replacement vehicle for the Department of Public Works at the total cost of $27,641.02. Which was received.

By the Clerk:
Letter dated March 29, 2019, from the Business Administrator recommending awarding a contract to Beyer Ford, 170 Ridgedale Avenue, Morristown, NJ for the purchase of one (1) 2019 Ford F350 Regular Cab Utility Truck as a replacement vehicle for the Department of Public Works at the total cost of $67,957.25; replacing a 1997 GMC Truck. Which was received.

By the Clerk:
Letter dated March 29, 2019, from the Business Administrator request authorization for the proper City officials to enter into agreements with JMT, 1200 Lenox Drive, Suite 101, Trenton, NJ and Dynamic Traffic, 1904 Main Street, Lake Como, NJ for professional on-call traffic engineering services for a one-year period from the date of the execution of the agreements in an amount not to exceed $50,000.00 for each firm. Which was received.

By the Clerk:
Letter dated March 29, 2019, from the Business Administrator request authorization for the proper City officials to participate, enter into and execute a Memorandum of Understanding with the County of Union, New Jersey for the usage and sharing of the Union County First Alert System under the management of the County of Union, New Jersey established through a contract with Everbridge for a period of five (5) years ending October 31, 2023. Which was received.
By the Clerk:

Letter dated March 21, 2019, from the City Attorney request to amend Chapter 16.04, of the Code of the City of Elizabeth, entitled “Subdivision of Land” specifically, to change the definition of “minor subdivision” so that it is consistent with Title 17, Land Development Code, of the Code of the City of Elizabeth and N.J.S.A. 40:55D-5 defining a minor subdivision as a subdivision containing not more than two (2) lots or creating one new lot. Which was received.

By the Clerk:

Letter dated April 1, 2019, from the City Attorney request an ordinance to amend the Code of the City of Elizabeth Chapter 12.64 entitled “Municipal Waterfront,” specifically, to empower the Director of Public Works to permit PILOT programs for passenger ferry service and to increase the minimum liability insurance coverage required of commercial boats. Which was received.

By the Clerk:

Letter dated from the Chief Financial Officer request authorization for the Tax Collector to issue an appropriate duplicate tax sale certificate to 160 Spring St., LLC covering the lost certificates dated June 19, 2017, covering 1005 Lafayette Street. Which was received.

By the Clerk:

Letter dated April 2, 2019, from the Chief Financial Officer request that your Honorable Body consider the approval of the insertion of an item of revenue in the 2019 Fiscal Year budget, New Jersey Department of Health, Lead Poison Grant 2018 in the amount of $105,904.00. Which was received.

By the Clerk:

Letter dated April 2, 2019, from the Chief Financial Officer advising in compliance with the SFY 2016 Appropriations Act requires that your Honorable Body approve all payments related to accumulated/uncompensated absence benefits (see attached). Which was received.

By the Clerk:

Letter dated April 2, 2019, from the Chief Financial Officer advising that Sewer Utility Capital Ordinances, as per the delineated list, no longer deemed required may be canceled where authorizations have been completed and balances remain; unfunded balances in these accounts will be canceled and not bonded; funded balances will be canceled to Surplus totaling $940,196.52. Which was received.

By the Clerk:

Letter dated April 2, 2019, from the Chief Financial Officer request to amend the resolution adopted February 13, 2019 authorizing the issuance of short term notes through the New Jersey Infrastructure Bank to finance the City’s capital assessment in respect of the Joint Meeting of Essex and Union Counties since the Joint Meeting of Essex and Union Counties working group have agreed on the forms of revised documents to be executed by the City and the Joint Meeting of Essex and Union Counties participants with an interest rate approximately one-half of a City bond sale. Which was received.

By the Clerk:

Letter dated April 2, 2019, from the Chief Financial Officer advising that the Division of Local Government Services in compliance with the SFY 2019 Appropriations Act requires that your Honorable Body discuss the City’s completed 2019 SFY “Best Practices” Inventory at a public meeting. Which was received.
By the Clerk:
Letter dated March 26, 2019, from the Director of Health and Human Services request to amend Title 7 of the Code of the City of Elizabeth entitled Sanitation Code specifically, to include "Grease Trap/Grease Interceptors". Which was received.

By the Clerk:
Letter dated March 25, 2019, from the Director of Planning and Community Development request authorization to amend CD-44 Emergency Solutions Grant (ESG) contract with the Elizabeth Coalition to House the Homeless specifically, to decrease the Rapid-Re-Housing Activity by $9,500.00 and increase Homeless Prevention Activity by $9,500.00 due to a higher demand for rental housing assistance to prevent homelessness and a lower demand for rental housing assistance for homeless individuals. Which was received.

By the Clerk:
Letter dated March 21, 2019, from the Director of Public Works request authorization for Pasquale Vella, City of Elizabeth Municipal Recycling Coordinator, to endorse the submission of the Recycling Tonnage Grant application to the New Jersey Department of Environmental Protection to ensure that the application is properly filed. Which was received.

By the Clerk:
Letter dated March 22, 2019, from the Director of Public Works request that City Council reject all bids received on March 7, 2019 for the Morris Avenue Streetscape Improvements since they exceed the engineer's estimate and the City funds allocated for the project. Which was received.

By the Clerk:
Letter dated March 26, 2019, from the Director of Public Works recommending awarding a contract to Mott MacDonald, LLC, 111 Wood Avenue South, Iselin, NJ to provide engineering and field services at a time and materials basis in connection with the Elizabeth River Flood Control Project, Floodwall and Levee Maintenance – Phase 2 not to exceed $150,000.00 plus reimbursables. Which was received.

By the Clerk:
Letter dated March 26, 2019, from the Director of Public Works request to extend the contract with Supreme Conditioning Systems, Inc., P.O. Box 206 Hazlet, NJ for the preventive maintenance and emergency repair service for heating, air conditioning, and automatic temperature control systems at various Public Buildings at a cost not to exceed $631,280.00 for two (2) additional years at the current second year value for a new contract amount of $1,280,740.00. Which was received.

By the Clerk:
Letter dated March 26, 2019, from the Director of Public Works request to extend the contract with S&A General Contracting, 207 Shelley Avenue, Elizabeth, NJ for the maintenance and repair services for roofing on City owned buildings for two (2) additional years at the current second year value at a cost not to exceed $317,978.00 for a new contract amount of $635,956.00. Which was received.

By the Clerk:
Letter dated March 26, 2019, from the Director of Public Works recommending awarding a contract to Envar Services, Inc., 505 Milltown Road, North Brunswick, NJ to provide civil engineering services in connection with the design and construction inspection of the Pine Street Parking Lot at a cost not to exceed $146,700.00 plus reimbursables. Which was received.
By the Clerk:
Letter dated March 27, 2019, from the Director of Public Works recommending awarding a contract to CMS Construction, Inc., 521 North Avenue, Plainfield, NJ for the South Street Flood Control Project upgrades at a cost of $4,419,663.00. Which was received.

By the Clerk:
Letter dated March 28, 2019, from the Police Director request to establish handicapped parking spaces in front of the following premises: 914 Grove Street (personalized); 454 Fulton Street (personalized); 47 Reid Street (personalized); 735 Jackson Avenue (personalized); 50 Reid Street (personalized); 1000 Madison Avenue; 162 Jaques Street; 1074 Bond Street deletion: 884 ½ E. Jersey Street. Which was received.

By the Clerk:
Letter dated March 5, 2019, from GEI Consultants, Inc., 300 Broadacres Drive, Suite 100, Bloomfield, NJ, on behalf of Cycle Chem, Inc. request an Encroachment Permit to perform environmental work consisting of three (3) groundwater monitoring wells within the right-of-way of Third Avenue. Which was received.

By the Clerk:
Letter dated March 26, 2019, from Elizabeth Parent Support Group, P.O. Box 984, Elizabeth, NJ in collaboration with the City of Elizabeth will host and celebrate the 6th Annual Autism Walk and 2nd Annual Jeep for a Cause on April 27, 2019 at Jackson Park, Elizabeth from 12 noon to 3:00 p.m. Which was received.

REPORTS OF CITY OFFICERS

By the Clerk:
Minutes: Fair Rental Housing Board minutes of January 16, 2019. Which was received.

ORDINANCES ON FIRST READING

ORDINANCE NO. 5164

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF ELIZABETH, CHAPTER 16.04 ENTITLED "SUBDIVISIONS OF LAND" SPECIFICALLY TO CHANGE THE DEFINITION OF "MINOR SUBDIVISION" TO MEAN ANY SUBDIVISION CONTAINING NOT MORE THAN TWO LOTS.

The Clerk read the foregoing ordinance.

The ordinance was then adopted on its reading by the following vote:

AFFIRMATIVE: Grova, Cuesta, Perkins-Auguste, Torres, Cedeno, Mazza and President Gallman -7

NEGATIVE: None
ORDINANCE NO. 5165

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF ELIZABETH CHAPTER 12.64 ENTITLED "MUNICIPAL WATERFRONT," SPECIFICALLY TO EMPOWER THE DIRECTOR OF PUBLIC WORKS TO PERMIT PILOT PROGRAMS FOR PASSENGER FERRY SERVICE AND TO INCREASE THE MINIMUM LIABILITY INSURANCE COVERAGE REQUIRED OF COMMERCIAL BOATS.

The Clerk read the foregoing ordinance.

The ordinance was then adopted on its reading by the following vote:

AFFIRMATIVE: Grova, Cuesta, Perkins-Auguste, Torres, Cedeno, Mazza and President Gallman -7

NEGATIVE: None

O-5166

AN ORDINANCE TO ESTABLISH CHAPTER 7.27, OF THE CODE OF THE CITY OF ELIZABETH, GOVERNING FATS, OIL, AND GREASE SOURCE CONTROL.

The Clerk read the foregoing ordinance.

The ordinance was then adopted on its reading by the following vote:

AFFIRMATIVE: Grova, Cuesta, Perkins-Auguste, Torres, Cedeno, Mazza and President Gallman -7

NEGATIVE: None
ORDINANCE NO. 5167

AN ORDINANCE GRANTING AN ENCROACHMENT PERMIT TO
GEI CONSULTANTS, INC., 300 BROADACRES DRIVE, SUITE 100,
BLOOMFIELD, NJ 07003, FOR THE INSTALLATION OF THREE (3) OFF-SITE
GROUNDWATER MONITORING WELLS IN THE SIDEWALK AREA ON THE
THIRD AVENUE SIDE OF 301-337 SOUTH FIRST STREET, WHICH IS
DIRECTLY ACROSS FROM 217 SOUTH FIRST STREET.

The Clerk read the foregoing ordinance.

The ordinance was then adopted on its reading by the following vote:

AFFIRMATIVE: Grova, Cuesta, Perkins-Auguste, Torres,
Cedeno, Mazza and President Gallman -7

NEGATIVE: None

ORDINANCE NO. 5168

AN ORDINANCE TO AUTHORIZE THE ESTABLISHMENT OF A
PERSONALIZED HANDICAPPED PARKING SPACE FOR RICARDO
RODRIGUEZ, 50 REID STREET, ELIZABETH, NEW JERSEY 07201

The Clerk read the foregoing ordinance.

The ordinance was then adopted on its reading by the following vote:

AFFIRMATIVE: Grova, Cuesta, Perkins-Auguste, Torres,
Cedeno, Mazza and President Gallman -7

NEGATIVE: None
ORDINANCE NO. 5169

AN ORDINANCE TO AUTHORIZE THE ESTABLISHMENT OF A PERSONALIZED HANDICAPPED PARKING SPACE FOR MANUEL J. LOPEZ, 47 REID STREET, ELIZABETH, NEW JERSEY 07201

The Clerk read the foregoing ordinance.

The ordinance was then adopted on its reading by the following vote:

AFFIRMATIVE: Grova, Cuesta, Perkins-Auguste, Torres, Cedeno, Mazza and President Gallman -7

NEGATIVE: None

ORDINANCE NO. 5170

AN ORDINANCE TO AUTHORIZE THE ESTABLISHMENT OF A PERSONALIZED HANDICAPPED PARKING SPACE FOR JOANNE CONRAD, 735 JACKSON AVENUE, ELIZABETH, NEW JERSEY 07201

The Clerk read the foregoing ordinance.

The ordinance was then adopted on its reading by the following vote:

AFFIRMATIVE: Grova, Cuesta, Perkins-Auguste, Torres, Cedeno, Mazza and President Gallman -7

NEGATIVE: None
ORDINANCE NO. 5171

AN ORDINANCE TO AUTHORIZE THE ESTABLISHMENT OF A PERSONALIZED HANDICAPPED PARKING SPACE FOR FRANCISCO GUERRERO, 454 FULTON STREET, ELIZABETH, NEW JERSEY 07206

The Clerk read the foregoing ordinance.

The ordinance was then adopted on its reading by the following vote:

AFFIRMATIVE: Grova, Cuesta, Perkins-Auguste, Torres, Cedeno, Mazza and President Gallman -7

NEGATIVE: None

ORDINANCE NO. 5172

AN ORDINANCE TO AUTHORIZE THE ESTABLISHMENT OF A PERSONALIZED HANDICAPPED PARKING SPACE FOR BESSIE HOLMES, 174 REID STREET, ELIZABETH, NEW JERSEY 07201

The Clerk read the foregoing ordinance.

The ordinance was then adopted on its reading by the following vote:

AFFIRMATIVE: Grova, Cuesta, Perkins-Auguste, Torres, Cedeno, Mazza and President Gallman -7

NEGATIVE: None

Council President Gallman announced that public notice will be published fixing Tuesday evening April 23, 2019 at 7:30 P.M., City Council Chambers, City Hall, Elizabeth, N.J. as the time and place that City Council will conduct public hearings and further consider foregoing Ordinance Nos. adopted on first reading.
ORDINANCES ON FINAL PASSAGE

ORDINANCE NO. 5155


WHEREAS, the Director of Public works has requested the establishment of a new traffic control signal at the intersection of North Avenue, East and the driveway at 101-141 North Avenue, East; and

WHEREAS, the signal was installed by Vestal Development Co., LLC, the adjacent owner, at their own expense and turned over to the City on March 6, 2019 as per an agreement between both parties dated June 22, 2017, which was authorized by Ordinance No. 4758, which was passed on October 11, 2016 and approved on October 13, 2016; now therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ELIZABETH:

SECTION 1. - That the intersection of North Avenue, East and the driveway at 101-141 North Avenue, East shall be controlled by a Traffic Control Signal in accordance with the As-Built Traffic Signal Plan bearing the date of March 6, 2019, inspected on March 6, 2019, and which is on file in the City Engineer’s office.

SECTION 2. - That the Traffic Control Signals installed shall be in accordance with the provisions of the Manual of Uniform Traffic Control Devices, Title 39 of the Revised Statutes, the New Jersey Administrative Code, and shall conform to the design and shall be maintained in operation.

SECTION 3. - That all prior Ordinances or parts of Ordinances inconsistent herewith be hereby repealed.

SECTION 4. - If any portion or clause of this Ordinance is declared invalid for any reason whatsoever, same shall not affect the validity or constitutionality of any other part or portion of this Ordinance.

SECTION 5. - The effective date of this Ordinance shall be twenty (20) days after its final passage by City Council and approval by the Mayor at the time and in the manner provided by law.

The Clerk read the foregoing ordinance by title.

This ordinance was adopted on its first reading at the City Council meeting held

March 26, 2019.

Annexed to the ordinance was an affidavit from the publisher of the Star Ledger certifying the publication of the ordinance and notice of public hearing thereon in its issue of April 1, 2019.

The ordinance was adopted on its final passage by the following vote:

AFFIRMATIVE:    Grova, Cuesta, Perkins-Auguste, Torres, Cedeno, Mazza and President Gallman -7.

NEGATIVE:        None

22
ORDINANCE NO. 5156

AN ORDINANCE TO AUTHORIZE THE ESTABLISHMENT OF A PERSONALIZED HANDICAPPED PARKING SPACE FOR ABDUL SCOTT, 81 BROADWAY, ELIZABETH, NEW JERSEY 07206

WHEREAS, pursuant to the recommendation of the Elizabeth Police Director, a personalized handicapped parking space for, should be established for Abdul Scott of 81 Broadway, Elizabeth, New Jersey 07206; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ELIZABETH:

SECTION 1. - A personalized handicapped parking space for Abdul Scott be established for 81 Broadway, Elizabeth, New Jersey 07206, as follows: installed along the South curb line of Broadway BEGINNING at a point 157' East of First Street in an angled parking stall.

SECTION 2. - The administrative and enforcement aspects of this Ordinance shall be under the jurisdiction of the Police Department of the City of Elizabeth.

SECTION 3. - All Ordinances or parts of Ordinances inconsistent with the provisions of this Ordinance be and the same are hereby repealed.

SECTION 4. - If any portion or clause of this Ordinance is declared invalid for any reason whatsoever, same shall not affect the validity or constitutionality of any other part or portion of this Ordinance.

SECTION 5. - The effective date of this Ordinance shall be twenty (20) days after its final passage by City Council and approval by the Mayor at the time and in the manner provided by law.

The Clerk read the foregoing ordinance by title.

This ordinance was adopted on its first reading at the City Council meeting held March 26, 2019.

Annexed to the ordinance was an affidavit from the publisher of the Star Ledger certifying the publication of the ordinance and notice of public hearing thereon in its issue of April 1, 2019.

The ordinance was adopted on its final passage by the following vote:

AFFIRMATIVE: Grova, Cuesta, Perkins-Augusta, Torres, Cedeno, Mazza and President Gallman - 7

NEGATIVE: None

23
ORDINANCE NO. 5157

AN ORDINANCE TO AUTHORIZE THE ESTABLISHMENT OF A PERSONALIZED HANDICAPPED PARKING SPACE FOR ALEXANDRI MEDEIROS, 248 PINE STREET, ELIZABETH, NEW JERSEY 07206

WHEREAS, pursuant to the recommendation of the Elizabeth Police Director, a personalized handicapped parking space for, should be established for Alexandri Medeiros in front of 248 Pine Street, Elizabeth, New Jersey 07206; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ELIZABETH:

SECTION 1. - A personalized handicapped parking space for Alexandri Medeiros be established in front of 248 Pine Street, Elizabeth, New Jersey 07206, as follows: installed along the South curb line of Pine Street BEGINNING at a point 186' East of Third Street and continuing 22' East thereof.

SECTION 2. - The administrative and enforcement aspects of this Ordinance shall be under the jurisdiction of the Police Department of the City of Elizabeth.

SECTION 3. - All Ordinances or parts of Ordinances inconsistent with the provisions of this Ordinance be and the same are hereby repealed.

SECTION 4. - If any portion or clause of this Ordinance is declared invalid for any reason whatsoever, same shall not affect the validity or constitutionality of any other part or portion of this Ordinance.

SECTION 5 - The effective date of this Ordinance shall be twenty (20) days after its final passage by City Council and approval by the Mayor at the time and in the manner provided by law.

The Clerk read the foregoing ordinance by title.

This ordinance was adopted on its first reading at the City Council meeting held March 26, 2019.

Annexed to the ordinance was an affidavit from the publisher of the Star Ledger certifying the publication of the ordinance and notice of public hearing thereon in its issue of April 1, 2019.

The ordinance was adopted on its final passage by the following vote:

AFFIRMATIVE: Grova, Cuesta, Perkins-Augusto, Torres, Cedeno, Mazza and President Gallman -7.

NEGATIVE: None
ORDINANCE NO. 5158

AN ORDINANCE TO AUTHORIZE THE ESTABLISHMENT OF A PERSONALIZED HANDICAPPED PARKING SPACE FOR NELEYSHKA PASTOR, 221 CLARK PLACE, ELIZABETH, NEW JERSEY 07206

WHEREAS, pursuant to the recommendation of the Elizabeth Police Director, a personalized handicapped parking space for Neleyshka Pastor in front of 221 Clark Place, Elizabeth, New Jersey 07206; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ELIZABETH:

SECTION 1. - A personalized handicapped parking space for Neleyshka Pastor be established in front of 221 Clark Place, Elizabeth, New Jersey 07206, as follows: installed along the North curb line of Clark Place BEGINNING at a point 262' West of Second Street and continuing 22' West thereof.

SECTION 2. - The administrative and enforcement aspects of this Ordinance shall be under the jurisdiction of the Police Department of the City of Elizabeth.

SECTION 3. - All Ordinances or parts of Ordinances inconsistent with the provisions of this Ordinance be and the same are hereby repealed.

SECTION 4. - If any portion or clause of this Ordinance is declared invalid for any reason whatsoever, same shall not affect the validity or constitutionality of any other part or portion of this Ordinance.

SECTION 5. - The effective date of this Ordinance shall be twenty (20) days after its final passage by City Council and approval by the Mayor at the time and in the manner provided by law.

The Clerk read the foregoing ordinance by title.

This ordinance was adopted on its first reading at the City Council meeting held March 26, 2019.

Annexed to the ordinance was an affidavit from the publisher of the Star Ledger certifying the publication of the ordinance and notice of public hearing thereon in its issue of April 1, 2019.

The ordinance was adopted on its final passage by the following vote:

AFFIRMATIVE: Grova, Cuesta, Perkins-Auguste, Torres, Cedeno, Mazza and President Gallman -7

NEGATIVE: None
ORDINANCE NO. 5159

AN ORDINANCE TO AUTHORIZE THE ESTABLISHMENT OF A PERSONALIZED HANDICAPPED PARKING SPACE FOR VENUS MARTINEZ, 155 INSLEE PLACE, ELIZABETH, NEW JERSEY 07206

WHEREAS, pursuant to the recommendation of the Elizabeth Police Director, a personalized handicapped parking space for Venus Martinez in front of 155 Inslee Place, Elizabeth, New Jersey 07206; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ELIZABETH:

SECTION 1. - A personalized handicapped parking space for Venus Martinez be established in front of 155 Inslee Place, Elizabeth, New Jersey 07206, as follows: installed along the North curb line of Inslee Place BEGINNING at a point 116' East of Second Street and continuing 22' East thereof.

SECTION 2. - The administrative and enforcement aspects of this Ordinance shall be under the jurisdiction of the Police Department of the City of Elizabeth.

SECTION 3. - All Ordinances or parts of Ordinances inconsistent with the provisions of this Ordinance be and the same are hereby repealed.

SECTION 4. - If any portion or clause of this Ordinance is declared invalid for any reason whatsoever, same shall not affect the validity or constitutionality of any other part or portion of this Ordinance.

SECTION 5. - The effective date of this Ordinance shall be twenty (20) days after its final passage by City Council and approval by the Mayor at the time and in the manner provided by law.

The Clerk read the foregoing ordinance by title.

This ordinance was adopted on its first reading at the City Council meeting held March 26, 2019.

Annexed to the ordinance was an affidavit from the publisher of the Star Ledger certifying the publication of the ordinance and notice of public hearing thereon in its issue of April 1, 2019.

The ordinance was adopted on its final passage by the following vote:

AFFIRMATIVE: Grova, Cuesta, Perkins-Auguste, Torres, Cedeno, Mazza and President Gallman -7.

NEGATIVE: None

26
ORDINANCE NO. 5160

AN ORDINANCE TO AUTHORIZE THE ESTABLISHMENT OF A PERSONALIZED HANDICAPPED PARKING SPACE FOR EVELINA DESPAIGNE, 555 FULTON STREET, ELIZABETH, NEW JERSEY 07206

WHEREAS, pursuant to the recommendation of the Elizabeth Police Director,
a personalized handicapped parking space for, should be established for Evelina Despaigne in front of 555 Fulton Street, Elizabeth, New Jersey 07206; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ELIZABETH:

SECTION 1. - A personalized handicapped parking space for Evelina Despaigne be established in front of 555 Fulton Street, Elizabeth, New Jersey 07206, as follows: installed along the North curb line of Fulton Street BEGINNING at a point 112' East of Sixth Street and continuing 22' East thereof.

SECTION 2. - The administrative and enforcement aspects of this Ordinance shall be under the jurisdiction of the Police Department of the City of Elizabeth.

SECTION 3. - All Ordinances or parts of Ordinances inconsistent with the provisions of this Ordinance be and the same are hereby repealed.

SECTION 4. - If any portion or clause of this Ordinance is declared invalid for any reason whatsoever, same shall not affect the validity or constitutionality of any other part or portion of this Ordinance.

SECTION 5. - The effective date of this Ordinance shall be twenty (20) days after its final passage by City Council and approval by the Mayor at the time and in the manner provided by law.

The Clerk read the foregoing ordinance by title.

This ordinance was adopted on its first reading at the City Council meeting held March 26, 2019.

Annexed to the ordinance was an affidavit from the publisher of the Star Ledger certifying the publication of the ordinance and notice of public hearing thereon in its issue of April 1, 2019.

The ordinance was adopted on its final passage by the following vote:

AFFIRMATIVE: Grova, Cuesta, Perkins-Auguste, Torres, Cedeno, Mazza and President Gallman -7

NEGATIVE: None

27
ORDINANCE NO. 5161

AN ORDINANCE TO AUTHORIZE THE ESTABLISHMENT OF A PERSONALIZED HANDICAPPED PARKING SPACE FOR EDWARD J. FARRA, 512 FULTON STREET, 1ST FL., ELIZABETH, NEW JERSEY 07208

WHEREAS, pursuant to the recommendation of the Elizabeth Police Director, a personalized handicapped parking space for, should be established for Edward J. Farra in front of 512 Fulton Street, Elizabeth, New Jersey 07208; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ELIZABETH:

SECTION 1. A personalized handicapped parking space for Edward J. Farra be established in front of 512 Fulton Street, Elizabeth, New Jersey 07208, as follows: installed along the West curb line of Fulton Street BEGINNING at a point 162' West of Fifth Street and continuing 22' West thereof.

SECTION 2. The administrative and enforcement aspects of this Ordinance shall be under the jurisdiction of the Police Department of the City of Elizabeth.

SECTION 3. All Ordinances or parts of Ordinances inconsistent with the provisions of this Ordinance be and the same are hereby repealed.

SECTION 4. If any portion or clause of this Ordinance is declared invalid for any reason whatsoever, same shall not affect the validity or constitutionality of any other part or portion of this Ordinance.

SECTION 5. The effective date of this Ordinance shall be twenty (20) days after its final passage by City Council and approval by the Mayor at the time and in the manner provided by law.

The Clerk read the foregoing ordinance by title.

This ordinance was adopted on its first reading at the City Council meeting held March 26, 2019.

Annexed to the ordinance was an affidavit from the publisher of the Star Ledger certifying the publication of the ordinance and notice of public hearing thereon in its issue of April 1, 2019.

The ordinance was adopted on its final passage by the following vote:

AFFIRMATIVE: Grova, Cuesta, Perkins-Auguste, Torres, Cedeno, Mazza and President Gallman -7.

NEGATIVE: None
ORDINANCE NO. 5162

AN ORDINANCE TO RESCIND ORDINANCE NO. 4950, ADOPTED ON NOVEMBER 28, 2017, WHICH AUTHORIZED THE ESTABLISHMENT OF A PERSONALIZED HANDICAPPED PARKING SPACE FOR RUBEN HERNANDEZ, 441 B LIVINGSTON STREET, ELIZABETH, NEW JERSEY

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ELIZABETH:

SECTION 1. - Ordinance No. 4950, adopted on November 28, 2017, is hereby rescinded.

SECTION 2. - All ordinances or parts of ordinances inconsistent with the provisions of this ordinance be and the same are hereby repealed.

SECTION 3. - If any portion or clause of this ordinance is declared invalid for any reason whatsoever, same shall not affect the validity or constitutionality of any other part or portion of this ordinance.

SECTION 4. - The effective date of this ordinance shall be twenty (20) days after its final passage by City Council and approval by the Mayor at the time and in the manner provided by law.

The Clerk read the foregoing ordinance by title.

This ordinance was adopted on its first reading at the City Council meeting held March 26, 2019.

Annexed to the ordinance was an affidavit from the publisher of the Star Ledger certifying the publication of the ordinance and notice of public hearing thereon in its issue of April 1, 2019.

The ordinance was adopted on its final passage by the following vote:

AFFIRMATIVE: Grova, Cuesta, Perkins-Auguste, Torres, Cedeno, Mazza and President Gallman - 7

NEGATIVE: None
ORDINANCE NO. 5163

AN ORDINANCE TO AUTHORIZE THE ESTABLISHMENT OF A PERSONALIZED HANDICAPPED PARKING SPACE FOR EATHER FOLCHI, 612 GRIER AVENUE, ELIZABETH, NEW JERSEY 07202

WHEREAS, pursuant to the recommendation of the Elizabeth Police Director, a personalized handicapped parking space for, should be established for Eather Folchi in front of 612 Grier Avenue, Elizabeth, New Jersey 07202; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ELIZABETH:

SECTION 1. - A personalized handicapped parking space for Eather Folchi shall be established in front of 612 Grier Avenue, Elizabeth, New Jersey 07202, as follows: installed along the North curb line of Grier Avenue BEGINNING at a point 166' East of Summer Street and continuing 22' East thereof.

SECTION 2. - The administrative and enforcement aspects of this Ordinance shall be under the jurisdiction of the Police Department of the City of Elizabeth.

SECTION 3. - All Ordinances or parts of Ordinances inconsistent with the provisions of this Ordinance be and the same are hereby repealed.

SECTION 4. - If any portion or clause of this Ordinance is declared invalid for any reason whatsoever, same shall not affect the validity or constitutionality of any other part or portion of this Ordinance.

SECTION 5. - The effective date of this Ordinance shall be twenty (20) days after its final passage by City Council and approval by the Mayor at the time and in the manner provided by law.

The Clerk read the foregoing ordinance by title.

This ordinance was adopted on its first reading at the City Council meeting held March 26, 2019.

Annexed to the ordinance was an affidavit from the publisher of the Star Ledger certifying the publication of the ordinance and notice of public hearing thereon in its issue of April 1, 2019.

The ordinance was adopted on its final passage by the following vote:

AFFIRMATIVE: Grova, Cuesta, Perkins-Auguste, Torres, Cedeno, Mazza and President Gallman -7.

NEGATIVE: None
NEW BUSINESS

MIDTOWN ELIZABETH SPECIAL IMPROVEMENT DISTRICT BUDGET NOTICE

Midtown Elizabeth Special Improvement District of the City of Elizabeth, County of Union, for the 6 month fiscal year (1-1-19 to 6-30-19).

BE IT RESOLVED that the following statements of revenue and appropriations shall constitute the Midtown Elizabeth Special Improvement District Budget for the 6 months fiscal year (1-1-19 to 6-30-19)

BE IT FURTHER RESOLVED that said Budget be published in The Star-Ledger in the issue of March 21, 2019.

NOW THEREFORE, BE IT RESOLVED that the governing body of the City of Elizabeth does hereby approve the following as the Midtown Elizabeth Special Improvement District Budget for the 6 months (1-1-19 to 6-30-19)

AYES ( )

NAYS: ( )

Recorded vote:

( )

( )

( )

( )

( )

Notice is hereby given that the Midtown Elizabeth Special Improvement District Budget was approved by the City Council of the City of Elizabeth, County of Union, on March 12, 2019.

A hearing on said budget will be held at Elizabeth City Hall on April 9, 2019, at 7:30 P.M. at which time and place objections to said Budget for the year 6 months (1-1-19 to 6-30-19) may be presented by Midtown Elizabeth Special Improvement District taxpayers or other interested person

<table>
<thead>
<tr>
<th>REVENUES</th>
<th>APPROPRIATIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surplus Anticipated</td>
<td>$0.00</td>
</tr>
<tr>
<td>EZ Funds</td>
<td>$0.00</td>
</tr>
<tr>
<td>Program Fees</td>
<td>$0.00</td>
</tr>
<tr>
<td>Amount to be Raised by Special Improvement District</td>
<td>$112,500.00</td>
</tr>
<tr>
<td>Total Revenues</td>
<td>$112,500.00</td>
</tr>
<tr>
<td>Promotions &amp; Marketing</td>
<td>$4,550.00</td>
</tr>
<tr>
<td>Safe and Clean</td>
<td>$7,250.00</td>
</tr>
<tr>
<td>Administration &amp; Operation</td>
<td>$100,700.00</td>
</tr>
<tr>
<td>Total Appropriations</td>
<td>$112,500.00</td>
</tr>
</tbody>
</table>
BY CITY COUNCIL AS AWHOLE:

WHEREAS, the Division of Local Government Services in compliance with the SFY 2016 Appropriations Act (P.L. 2015, c.63) requires that the Honorable City Council approve all payments related to accumulated/uncompensated absence benefits; and

WHEREAS, at April 1, 2019, the following employees are entitled to the payment of accumulated/uncompensated absence benefits;

Joseph Carratala $14,097.66

; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Elizabeth hereby approves the payments for accumulated/uncompensated absence benefits to the following employees;

Joseph Carratala $14,097.66

FURTHER RESOLVED, that a certified copy of this resolution be recorded in full upon the minutes of City Council.

AFFIRMATIVE: Grova, Cuesta, Perkins-Auguste, Torres, Cedeno, Mazza and President Gallman -7

NEGATIVE: None
WHEREAS, N.J.S. 40A 4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget, and

WHEREAS, said Director may also approve the insertion of an item of appropriation for an equal amount, and

WHEREAS, the City of Elizabeth will receive an amount of $105,904 for the Lead Poison Grant 2018 awarded by the New Jersey Department of Health and wishes to amend its FY2019 budget to include these amounts as revenue:

NOW, THEREFORE, BE IT RESOLVED that the council of the City of Elizabeth hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the fiscal year 2019 in the total sum of $105,904 which is now available as a revenue from:

Miscellaneous Revenues
Special Items of General Revenue Anticipated with Prior Written Consent of the Director of Local Government Services:
State and Federal Revenues Off-set with Appropriations:

New Jersey Department of Health
Lead Poison Grant 2018
$105,904

BE IT FURTHER RESOLVED, that a like sum of $105,904 be and the same is hereby appropriated under the caption of:

General Appropriations
(a) Operations Excluded from 3 1/2 % Caps
State and Federal Programs Offset by Revenues:

New Jersey Department of Health
Lead Poison Grant 2018
Other Expenses
$105,904

BE IT FURTHER RESOLVED, that City Clerk forward two copies of this resolution to the Director of Local Government Services.

AFFIRMATIVE: Grova, Cuesta, Perkins-Auguste, Torres, Cedeno, Mazza and President Gallman -7

NEGATIVE: None
By City Council as a Whole:

Whereas, certain balances in Sewer Utility capital ordinances are no longer required, namely,

The accounts are:

<table>
<thead>
<tr>
<th>A/c#</th>
<th>Ordinance</th>
<th>Description</th>
<th>Funded</th>
<th>Unfunded</th>
</tr>
</thead>
<tbody>
<tr>
<td>030</td>
<td>3720</td>
<td>Joint Meeting Essex Union County</td>
<td>$485,545.00</td>
<td>$196,665.00</td>
</tr>
<tr>
<td>035</td>
<td>3993</td>
<td>Joint Meeting Essex Union County</td>
<td>$330,198.00</td>
<td></td>
</tr>
<tr>
<td>048</td>
<td>4480</td>
<td>Joint Meeting Essex Union County</td>
<td>$196,983.00</td>
<td></td>
</tr>
<tr>
<td>029</td>
<td>3748</td>
<td>Harding Road</td>
<td>$22,407.09</td>
<td></td>
</tr>
<tr>
<td>031</td>
<td>3795</td>
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<td>$110,145.79</td>
<td></td>
</tr>
<tr>
<td>032</td>
<td>3878</td>
<td>Verona-Gebhardt</td>
<td>$81,408.92</td>
<td></td>
</tr>
<tr>
<td>033</td>
<td>3982</td>
<td>Verona-Gebhardt</td>
<td>$145,617.60</td>
<td>$80,501.44</td>
</tr>
<tr>
<td>027</td>
<td>4036</td>
<td>Verona-Gebhardt</td>
<td>$1,000,000.00</td>
<td></td>
</tr>
<tr>
<td>034</td>
<td>3992</td>
<td>Summer Street</td>
<td>$231,625.00</td>
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</tr>
<tr>
<td>038</td>
<td>4037</td>
<td>Summer Street</td>
<td>$200,000.00</td>
<td></td>
</tr>
</tbody>
</table>

Now, Therefore Be It Resolved, that any unfunded balances in these accounts be canceled and funded balances be cancelled to surplus,

namely,

The accounts are:

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</table>

Be It Further Resolved, that any funded balances be canceled to Capital Surplus, namely,

The accounts are:

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<th>A/c#</th>
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AFFIRMATIVE: Grova, Cuesta, Perkins-Auguste, Torres, Cedeno, Mazza and President Galman

NEGATIVE: None
AMENDED RESOLUTION OF THE CITY OF ELIZABETH, IN THE COUNTY OF UNION, STATE OF NEW JERSEY, DETERMINING THE FORM AND OTHER DETAILS OF ITS “NOTE RELATING TO THE CONSTRUCTION FINANCING TRUST LOAN PROGRAM OF THE NEW JERSEY INFRASTRUCTURE BANK”, TO BE ISSUED IN THE PRINCIPAL AMOUNT OF UP TO $6,440,000, AND 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 CITY OF ELIZABETH IN FAVOR OF THE NEW JERSEY INFRASTRUCTURE BANK AND APPROVING THE FORM OF A PROJECT FINANCING AGREEMENT, ALL PURSUANT TO THE NEW JERSEY INFRASTRUCTURE BANK CONSTRUCTION FINANCING PROGRAM AND IN CONNECTION WITH THE PAYMENT OF THE CITY’S ALLOCABLE SHARE OF CAPITAL IMPROVEMENT PROJECTS FOR THE JOINT MEETING OF ESSEX AND UNION COUNTIES

WHEREAS, the City of Elizabeth (the “Local Unit”), in the County of Union, State of New Jersey, has determined that there exists a need within the Local Unit to acquire, construct, renovate or install, as applicable, a project consisting of the Local Unit’s allocable share of capital improvement projects being undertaken by the Joint Meeting of Essex and Union Counties (the “Joint Meeting”), including, but not limited to, (i) waste gas burner upgrades consisting of (a) the replacement of waste gas burners at the Digester Building and (b) upgrades to sludge storage tanks with state-of-the-art flares to meet current air emission permitting requirements; (ii) rehabilitation of various structures, including, but not limited to, concrete repairs and/or reconstruction of the Screen House, the Old Chlorine Building, the Chlorination Building, the Aeration Gallery, and the Waste Gas Building, replacement of brick veneer panels and supporting walls in the Dewatering Building, and replacement of the coping and brick façade on the sludge storage tanks; and (iii) replacement and construction of the Tunnel Building along with the replacement of severely corroded piping within the tunnel, including installation of new sludge pumps (the “Project”), and it is the desire of the Local Unit to obtain financing for such Project through participation in the environmental infrastructure financing program (the “Infrastructure Financing Program”) of the New Jersey Infrastructure Bank (f/k/a the New Jersey Environmental Infrastructure Trust) (the “I-Bank”);

WHEREAS, the Local Unit has determined to temporarily finance the acquisition, construction, renovation or installation of, as applicable, the Project prior to the closing with respect to the Infrastructure Financing Program, 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 Local Unit, pursuant to the Construction Financing Program of the I-Bank (the “Construction Financing Program”);

WHEREAS, in order to (i) evidence and secure the repayment obligation of the Local Unit 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 Local Unit to issue and sell to the I-Bank the “Note Relating to the Construction Financing Program of the New Jersey Infrastructure
Bank” in an aggregate principal amount of up to $6,440,000 (the “Note”);

WHEREAS, it is the desire of the Local Unit 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; and

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 the delivery and sale of the Note the Joint Meeting and the City shall enter into a Project Financing Agreement by and between the Joint Meeting and the City (the “Project Financing Agreement”).

NOW, THEREFORE, BE IT RESOLVED by not less than a majority of the full membership of the governing body of the Local Unit as follows:

Section 1. In accordance with Section 28 of the Local Bond Law and N.J.S.A. 58:11B-9, the Local Unit 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 bond ordinance #5083 of the Local Unit, which bond ordinance is entitled “Bond Ordinance Providing for the Local Unit’s Allocable Share of Capital Improvement Projects for the Joint Meeting of Essex and Union Counties, by and in the City of Elizabeth, in the County of Union, State of New Jersey (the “Local Unit”); Appropriating $6,440,000 Therefor and Authorizing the Issuance of $6,440,000 Bonds or Notes to Finance the Cost Thereof” and was finally adopted by the Local Unit at a meeting duly called and held on October 23, 2018, 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 Chief Financial Officer of the Local Unit (the “Chief Financial Officer”) is hereby authorized to determine, in accordance with the Local Bond Law and pursuant to the terms and conditions hereof, (i) the final principal amount of the 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 Chief Financial Officer 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(b) hereof.

Section 4. The Local Unit 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 up to $6,440,000;
(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 “CFP-2019-1” or such other number as determined by the Chief Financial Officer upon consultation with the I-Bank;
(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 Chief Financial Officer of the Local Unit (each, an “Authorized Officer” and, collectively, the “Authorized Officers”) under the official seal or facsimile thereof affixed, printed, engraved or reproduced thereon and attested by the manual signature of the Local Unit Clerk.

Section 5. The Note shall be substantially in the form attached hereto as Exhibit A, with such revisions, insertions and revisions as may be required by the I-Bank and approved by Bond Counsel to the Local Unit and the Authorized Officers, such approval to be conclusively evidenced by the execution of the Note by the Authorized Officers.

Section 6. In connection with the issuance and delivery of the Note, the City shall enter into the Project Financing Agreement with the Joint Meeting. The Project Financing Agreement shall be substantially in the form attached hereto as Exhibit B, with such revisions, insertions and revisions as may be required by the I-Bank and approved by Bond Counsel to the Local Unit and the Authorized Officers, such approval to be conclusively evidenced by the execution of the Project Financing Agreement by the Authorized Officers.

Section 7. The law firm of DeCotiis, Fitzpatrick, Cole & Gliblin, LLP, Teaneck, 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 Loan Financing Program, to arrange for same.

Section 8. The Authorized Officers of the Local Unit are hereby further severally authorized to (i) execute and deliver, and the Local Unit Clerk is hereby further authorized to attest to such execution and to affix the corporate seal of the Local Unit to, any document, instrument or closing certificate deemed necessary, desirable or convenient by the Authorized Officers or the Clerk of the Local Unit, as applicable, in their respective sole discretion, after consultation with counsel and any advisors to the Local Unit 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, the execution of the Project Financing Agreement and the participation of the Local Unit in the Construction Financing Program, which determination shall be conclusively evidenced by the execution of each such certificate or other document by the party authorized hereunder to execute such certificate 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, the execution of the Project Financing Agreement and the participation of the Local Unit in the Construction Financing Program.
Section 9. This resolution shall take effect immediately.

Section 10. Upon the adoption hereof, the Local Unit Clerk shall forward certified copies of this resolution to William R. Mayer, Esq., DeCotiis, FitzPatrick, Cole & Giblin, LLP, bond counsel to the Local Unit, Everett M. Johnson, Esq., Wilentz, Goldman & Spitzer, P.A., bond counsel to the Joint Meeting of Essex and Union Counties, David Zimmer, Executive Director of the I-Bank, and Richard T. Nolan, Esq., McCarter & English, LLP, bond counsel to the I-Bank.
FOR VALUE RECEIVED, the City of Elizabeth, 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").

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 may from time to time be amended and supplemented.

"Administrative Fee" means a fee of up to four-tenths of one percent (.40%) of that portion of the Principal identified in clause (i) of the definition thereof (as set forth in this Section 1), or such lesser amount, if any, as the I-Bank may determine from time to time.

"Anticipated Financing Program" means the 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 and 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.

"Appropriation Condition" means the procedural appropriation by the State for the Project through the inclusion of the Project on the Project Priority List (which Project Priority List is required pursuant to the Act) in an appropriation amount equal to or greater than the Principal amount of the Loan then due and payable by the Borrower pursuant to the terms hereof.
“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” means those costs that are allocable to the Project, as shall be determined on a project-specific basis in accordance with the Regulations, as further set forth in Exhibit B hereto, (i) as such Exhibit B shall be supplemented by an Authorized Officer of the I-Bank by means of either a substitute Exhibit B or an additional Exhibit B, such supplement to be implemented concurrently with the supplement to Exhibit A-1 hereto (as provided in the definition of “Project” as set forth herein), and (ii) as the then-current Exhibit B may be amended by subsequent changes to eligible costs as evidenced by a certificate of an Authorized Officer of the I-Bank.

“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.

“Fund Portion” means, on any date, an amount equal to seventy-five percent (75%) of the Principal of the Loan on such date, exclusive of that portion of the Principal of the Loan that is allocable to the NJDEP Loan Origination Fee, which NJDEP Loan Origination Fee shall be financed exclusively from the I-Bank Portion.

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

“I-Bank Portion” means, on any date, an amount equal to the aggregate of (i) twenty-five percent (25%) of the Principal of the Loan on such date, exclusive of that portion of the Principal of the Loan that is allocable to the NJDEP Loan Origination Fee, plus (ii) one hundred percent (100%) of that portion of the Principal of the Loan that is allocable to the NJDEP Loan Origination Fee.

“I-Bank Portion Interest Rate” means, with respect to each disbursement of proceeds of the I-Bank Portion of the Loan, (a) to the extent that such disbursement is funded from moneys appropriated to the I-Bank, for the Construction Financing Loan Program of the I-Bank, pursuant to an appropriations act of the State, the I-Bank Portion Interest Rate shall equal 0.00%, (b) to the extent that such disbursement is funded from available moneys of the I-Bank that are
neither (i) appropriated to the I-Bank as provided by the preceding clause (a), nor (ii) borrowed from a financial institution pursuant to a line of credit or other similar financial instrument as provided by the succeeding clause (c), the I-Bank Portion Interest Rate shall equal the interest rate that is published as either the Thompson Financial TM3 "AAA" Municipal Market Data General Obligation Index (Tax-Exempt) or the "BVAL" Index (relating to general obligation, tax exempt credits) of Bloomberg LP. (or any subsidiary thereof), (with the particular index that is used by the I-Bank to be selected by an Authorized Officer of the I-Bank) or, if such indexes are no longer published on such date, such successor index as may be selected by an Authorized Officer of the I-Bank, in each case for the number of years that corresponds to the length of time from the date such disbursement is made available to the Borrower by the I-Bank to the Maturity Date, rounding up to the nearest year, or (c) to the extent that such disbursement is funded from available moneys of the I-Bank borrowed from a financial institution pursuant to a line of credit or other similar financial instrument, the I-Bank Portion Interest Rate shall equal the full cost of the funds from the financial institution, including, without limitation, fees, consultant costs and the interest rate, all as established by the applicable financial institution pursuant to a competitive or negotiated solicitation by the I-Bank with respect to such line of credit or other financial instrument.

"Interest" means the interest charged on the outstanding Principal of the Loan at a rate of (a) with respect to the I-Bank Portion of the Principal, the applicable I-Bank Portion Interest Rate and (b) with respect to the Fund Portion of the Principal, 0.00%, and 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.

"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 by this Note.

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

"Maturity Date" means [June 30, 2022] [NB: If this is a Loan for P&D/soft costs, the Maturity Date is 2 years from the closing date of the Loan, with the potential to be extended thereafter by 3 years (pursuant to an extension certificate) to address construction Costs of the Project; if the Loan is for construction Costs of the Project, construction certification of at least one construction contract by the NJDEP is a precondition to closing, and the Maturity Date shall be June 30, 2022], or (i) such earlier date as shall be determined by an Authorized Officer of the I-Bank in his or her sole discretion, which date shall be determined by such Authorized Officer of the I-Bank to be the date of the closing for the Anticipated Financing Program (subject, in all events, to the rights and remedies of the I-Bank pursuant to, respectively, 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 obligations of the Borrower hereunder, including, without limitation and in particular, the covenant obligation of the Borrower set forth in Section 3(a) hereof), or (ii) such later date (subject to the then-applicable limits of the Act) to be determined by an
Authorized Officer of the I-Bank in his or her sole discretion, pursuant to a written certification thereof, as acknowledged and approved by an Authorized Officer of the Borrower.

"NJDEP" means the New Jersey Department of Environmental Protection.

"NJDEP Loan Origination Fee" means the "NJDEP Fee" as referenced and defined in Exhibit B hereto, which NJDEP Fee is an administrative fee that is payable by the Borrower to the NJDEP 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.

"Principal" means the principal amount of the Loan, at any time being the lesser of (i) Dollars ($__________), or (ii) the aggregate outstanding amount as shall actually be disbursed to the Borrower by the I-Bank pursuant to one or more Loan Disbursement Requisitions, which Principal shall be payable by the Borrower to the I-Bank (i) on the Maturity Date or (ii) with respect to any optional prepayment or acceleration of the Loan pursuant to the terms of this Note, on the date of such optional prepayment or acceleration, as the case may be.

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

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

"State" means the State of New Jersey.

SECTION 2. Representations of the Borrower. The Borrower 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 and deliver this Note, to sell this Note to the I-Bank, and to perform its obligations hereunder, and (iii) has duly authorized, approved and consented to all necessary action to be taken by the Borrower for: (A) the issuance of this Note, the sale thereof to the I-Bank and the due performance of its obligations hereunder and (B) the execution, delivery and due performance of all certificates and other instruments that may be required to be executed, delivered and performed by the Borrower in order to carry out and give effect to this Note.
(b) **Participant in the Joint Meeting.** The Borrower is a non-owner customer of 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. 40:62-68 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 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"), and 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 by Authorized Officers of the Borrower. This Note has been duly sold by the Borrower to the I-Bank and duly issued by the Borrower 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 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.

(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 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 sale of this Note to the I-Bank, for the making, observance and performance by the Borrower of its duties, covenants, obligations and agreements under this Note, and for the undertaking and completion of the Project.

(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 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.

(g) 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.

SECTION 3. Covenants of the Borrower.

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

(b) Full Faith and Credit Pledge. To secure the repayment obligation of the Borrower with respect to this Note, and all other amounts due under this Note, 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 on a long term basis with proceeds of I-Bank Bonds hereafter 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, the Borrower will not take any action or permit any action to be taken which would result in any of the proceeds of the Loan being used (directly or indirectly) (i) in any "private business use" within the meaning of Section 141(b)(6) of the Code, (ii) to make or finance loans to persons other than the Borrower, or (iii) to acquire any "nongovernmental output property" within the meaning of Section 141(d)(2) of the Code. In addition, the Borrower covenants and agrees that no portion of the Project will be investment property, within the meaning of Section 148(b) of the Code. The Borrower covenants and agrees that any Costs of the Borrower’s Project to be paid or reimbursed with proceeds of the Loan will result in the expenditure of proceeds under Treasury Regulations §1.148-6(d) and Treasury Regulations §1.150-2.

(c) 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 promptly shall 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 (the "System Records"), 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 shall permit the I-Bank to inspect the Environmental Infrastructure System.

(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.

(b) Exhibits. The Borrower covenants and agrees that 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 representations of the Joint Meeting set forth in the Agreement.
(i) **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.

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

(a) The I-Bank shall effectuate the Loan to the Borrower by making one or more disbursements to the Borrower promptly after receipt by the I-Bank of a Loan Disbursement Requisition and the approval of such Loan Disbursement Requisition by an Authorized Officer of the I-Bank or designee thereof, each such disbursement and the date thereof to be recorded by an Authorized Officer of the I-Bank on the table attached as Exhibit A-2 hereto; 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(b) of this Note. It is expected that the proceeds of the Loan will be disbursed to the Borrower in accordance with 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 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. On the Maturity Date, the Borrower shall repay the Loan to the I-Bank in an amount equal to: (i) the Principal; (ii) the Interest; (iii) the Administrative Fee, if any; and (iv) any other amounts due and owing pursuant to the provisions of this Note. The Borrower 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. 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, the Administrative Fee, if any, fourth, any late charges, and, finally, any other amount due 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, a late fee shall be payable to the I-Bank in an amount equal to the greater of twelve percent (12%) per annum or the prime rate as published in the Wall Street Journal on the Maturity Date plus one half of one percent per annum on such late payment from the Maturity Date 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. Notwithstanding the provisions of this Section 4(a) to the contrary, the Borrower hereby acknowledges and agrees that, on the date of issuance of this Note, a disbursement shall be made and shall be recorded by an Authorized Officer of the I-Bank on the table attached as Exhibit A-2 hereto in the amount recorded thereon. Such disbursement shall be made for the purpose of funding fifty percent (50%) of the NJDEP Loan Origination Fee. Such disbursement shall be paid by the I-Bank on behalf of the Borrower directly to the NJDEP in satisfaction of the provisions hereof.
(b) Notwithstanding the provisions of this Note to the contrary with respect to the funding, pursuant to this Section 4, of any Loan Disbursement Requisition relating to all or any portion of the Project: (i) the Borrower hereby acknowledges and agrees that the I-Bank shall not, and shall not be required to, commit funds, pursuant to the Construction Financing Loan 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 this Section 4 unless and until the portion of the Project to which such Loan Disbursement Requisition relates has been certified for funding by the NJDEP; (iii) no Loan Disbursement Requisition shall be approved by the I-Bank for disbursement pursuant to this Section 4 unless and until the Appropriation Condition has been satisfied to an extent and in an amount that is sufficient to fund, in the aggregate, the particular Loan Disbursement Requisition in question and all prior Loan Disbursement Requisitions; and (iv) 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 this Section 4 if the Borrower lacks the authority to pay interest on this Note in an amount equal to the I-Bank Portion Interest Rate.

(c) 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(b) 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; (iii) any representation made by the Borrower contained in this Note or in any instrument furnished in compliance with or with reference to this Note is false or misleading in any material respect; (iv) an "Event of Default" as defined in the Agreement shall occur; and (v) a petition is filed by or against the Borrower under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Note or thereafter enacted, unless in the case of any such petition filed against the Borrower such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal, or the Borrower shall become insolvent or bankrupt or shall make an assignment for the benefit of its creditors, or a custodian of the Borrower or any of its property shall be appointed by court order or take possession of the Borrower or its property or assets if such order remains in effect or such possession continues for more than thirty (30) days.

SECTION 7. Remedies upon Event of Default. Whenever an Event of Default shall have occurred and be continuing pursuant to the terms hereof, the Borrower hereby acknowledges and agrees to the rights of the I-Bank to take any action permitted or required at law or in equity to collect the amounts then due and thereafter to become due hereunder or to enforce the observance and performance of any duty, covenant, obligation or agreement of the Borrower hereunder. If an Event of Default shall have occurred, the Borrower hereby acknowledges and agrees that the I-Bank shall have the right to (i) immediately cease disbursements of the proceeds of the Loan, and/or (ii) declare all Loan repayments and all other amounts due hereunder to be due and payable immediately without further notice or demand, all to the extent permitted, and as provided, by applicable law. 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 "New Jersey Infrastructure Bank Credit Policy", adopted by the Board of Directors of the I-Bank, and as further amended and supplemented from time to time (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, 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.

48
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: City of Elizabeth, 50 Winfield Scott Plaza, Elizabeth, NJ 07201-2462, Attention: Chief Financial Officer; and to the I-Bank at the following address: New Jersey Infrastructure Bank, 3131 Princeton Pike, Building 4, Suite 216, Lawrenceville, New Jersey 08648-2201, Attention: Executive Director; (b) this Note shall be binding upon the Borrower and its successors and assigns; (c) in the event any provision of this Note is held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof; (d) the obligations of the Borrower pursuant to the terms of this Note may not be assigned by the Borrower for any reason, unless the I-Bank shall have approved said assignment in writing; (e) this Note may not be amended, supplemented or modified without the prior written consent of the I-Bank; (f) this Note shall be governed by and construed in accordance with the laws of the State; (g) the Borrower shall, at the request of the I-Bank, execute and deliver such further instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Note; (h) whenever the Borrower is required to obtain the determination, approval or consent of the I-Bank pursuant to the terms hereof, such determination, approval or consent may be either granted or withheld by the I-Bank in its sole and absolute discretion; and (i) consistent with the provisions of N.J.S.A. 58:11B-13, neither the directors of the I-Bank nor any officer 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.
### EXHIBIT A-2

**Loan Disbursements**

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<th>Date of Loan Disbursement</th>
<th>Amount of Disbursement: I-Bank Portion</th>
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PROJECT FINANCING AGREEMENT

This PROJECT FINANCING AGREEMENT, dated _______, 2019 (as the same may be modified, amended, supplemented, replaced, renewed or extended from time to time in accordance with the terms hereof, the “Agreement”), by and between the JOINT MEETING OF ESSEX AND UNION COUNTIES (the “Joint Meeting”), constituting a joint meeting of various municipalities located in the Counties of Essex and Union in the State of New Jersey (the “State”), and the CITY OF ELIZABETH, a municipal corporation duly created and validly existing under and pursuant to the Constitution and laws of the State (the “Local Unit”) (capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the hereinafter defined Note).

WITNESSETH:

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

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

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

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

WHEREAS, in order to (i) evidence the Loan by the I-Bank to the Local Unit, (ii) evidence and secure the repayment obligation of the Local Unit to the I-Bank with respect to the Loan and (iii) satisfy the requirements of the Construction Financing Loan Program relating to the Loan, the Local Unit shall issue and sell to the I-Bank its “Note Relating to the Construction Financing Loan Program of the New Jersey Infrastructure Bank” in an aggregate principal amount of up to $[____],000 (the “Note”); and

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

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

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

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

1.1 **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.

1.2 **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.

1.3 **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.

1.4 **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.

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

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

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

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

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

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

3.1 The Joint Meeting and the Local Unit hereby acknowledge and agree that disbursements of the Loan shall be made by the I-Bank pursuant to and in compliance with the terms and provisions of Section 4 of the Note, provided, however, that notwithstanding the terms and provisions of Section 4 of the Note to the contrary, (i) the Joint Meeting and the Local Unit hereby acknowledge and agree that the submission of Loan Disbursement Requisitions to the I-Bank, as required by the terms and provisions of Section 4 of the Note, shall be the obligation of the Joint Meeting, acting for and on behalf of the Local Unit in furtherance of the undertaking and completion of the Project, (ii) all proceeds of the Loan shall be disbursed by the I-Bank to the Joint Meeting, acting for and on behalf of the Local Unit, in furtherance of the undertaking and completion of the Project, and (iii) the Local Unit shall have no obligation to oversee, monitor or enforce the proper allocation of proceeds of the Loan, as shall be disbursed to the Joint Meeting by the I-Bank, to the Costs of the Project. Further, the Joint Meeting hereby acknowledges and agrees to each of the terms, provisions, conditions and limitations set forth in Section 4(b) 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 Local Unit acknowledge and agree that any and all Loan repayments and all other amounts due under the Note shall be the exclusive payment obligation of the Local Unit, and the Joint Meeting shall have no obligation to make payment of any Loan repayments or any other amounts due under the Note.

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; and (iii) a petition is filed by or against the Joint Meeting under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Agreement or thereafter enacted, unless in the case of any such petition filed against the Joint Meeting such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal, or the Joint Meeting shall become insolvent or bankrupt or shall make an assignment for the benefit of its creditors, or a custodian of the Joint Meeting or any of its property shall be appointed by court order or take possession of the Joint Meeting or its property or assets if such order remains in effect or such possession continues for more than thirty (30) days. The Joint Meeting hereby acknowledges that an Event of Default hereunder shall constitute an "Event of Default" pursuant to, and as defined in, the Note.

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 Local Unit hereby acknowledge and agree to the rights of the I-Bank to take any action permitted or required at law or in equity to enforce the observance and performance of any duty, covenant, obligation or agreement of the Joint Meeting hereunder. If an Event of Default shall have occurred, the Joint Meeting and Local Unit hereby acknowledge and agree that the I-Bank shall have the right to (i) immediately cease disbursements of the proceeds of the Loan, and/or (ii) declare all Loan repayments and all other amounts due under the Note to be due and payable by the Local Unit immediately without further notice or demand, as and to the extent provided by the terms of the Note. The Joint Meeting and Local Unit hereby acknowledge and agree that no remedy herein is intended to be exclusive, and every remedy shall be cumulative and in addition to every other remedy given under this Agreement or the Note or now or hereafter existing at law or in equity. The Joint Meeting and Local Unit hereby further acknowledge and agree that no delay or omission by the I-Bank to exercise any remedy or right accruing upon any Event of Default shall impair any such remedy or right or shall be construed to be a waiver thereof, but any such remedy or right may be exercised as often as may be deemed expedient.

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.

35
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 Local Unit hereby acknowledge and agree that, consistent with the provisions of N.J.S.A. 58:11B-13, neither the directors of the I-Bank nor any officer of the I-Bank taking any action with respect to the Loan shall be liable personally with respect to the Loan or any matters or transactions related thereto.

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 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.

AFFIRMATIVE: Grova, Cuesta, Perkins-Auguste, Torres, Cedeno, Mazza and President Gallman -7

NEGATIVE: None
BY CITY COUNCIL AS A WHOLE:

WHEREAS, the Division of Local Government Services in compliance with the SFY 2019 Appropriations Act (P.L. 2018, c.53) requires that the Honorable City Council review and discuss the City’s completed 2019 SFY ‘Best Practices’ Inventory at a public meeting; and

WHEREAS, the 2019 SFY ‘Best Practices’ Inventory is a computer worksheet that must be addressed and completed by the City Administration and reviewed and discussed by City Council at a public meeting in order to receive 100% State Aid; and

WHEREAS, the City Clerk must complete the 2019 SFY ‘Best Practices’ Public Meeting Certification Form pursuant to the City Council’s review and discussion and submit same to the Department of Community Affairs; now, therefore, be it

RESOLVED, that the City Council of the City of Elizabeth hereby states that it has complied with the promulgation of the Division of Local Government Services of the State of New Jersey in compliance with the SFY 2019 Appropriations Act (P.L. 2018, c.53) whereby the City Council reviewed and discussed the 2019 SFY Best Practices Inventory on April 9, 2019; and be it

FURTHER RESOLVED, that the City Clerk submit the completed 2019 SFY ‘Best Practices’ Public Meeting Certification Form to the Department of Community Affairs.

AFFIRMATIVE: Grova, Cuesta, Perkins-Augusta, Torres, Cedeno, Mazza and President Gallman -7

NEGATIVE: None
BY CITY COUNCIL AS A WHOLE:

RESOLVED, that City Council of the City of Elizabeth does hereby gives its consent to the appointment of Cheryl Craft, Esq., to serve as Temporary Municipal Prosecutor at the Elizabeth Municipal Court, of the City of Elizabeth, for a term from the date of approval until January 1, 2020.

AFFIRMATIVE: Cuesta, Perkins-Auguste, Torres, Cedeno, Mazza and President Gallman -6
NEGATIVE: None
EXCUSED: Grova -1
BY CITY COUNCIL AS A WHOLE:

RESOLVED, that City Council of the City of Elizabeth does hereby gives its consent to the appointment of Daniel A. Serratelli, Esq., to serve as Temporary Municipal Prosecutor at the Elizabeth Municipal Court, of the City of Elizabeth, for a term from the date of approval until January 1, 2020.

AFFIRMATIVE: Cuesta, Perkins-Auguste, Torres, Cedeno, Mazza and President Gallman -6

NEGATIVE: None

EXCUSED: Grova -1
BY CITY COUNCIL AS A WHOLE:

BE IT RESOLVED that the City Council of the City of Elizabeth does hereby advise and consent to the appointment of Mr. Stanley J. Neron, 607 Westminster Avenue, Elizabeth, New Jersey 07208 to serve as the Director of the Recreation Department, pursuant to the Code of the City of Elizabeth. Effective May 6, 2019.

Councilman Torres then MOVED that the foregoing resolution be TABLED. Councilman Torres MOTION to TABLE the foregoing resolution was seconded by Councilman Gallman and CARRIED by the following vote:

**AFFIRMATIVE:** Grova, Cuesta, Perkins-Auguste, Torres, Cedeno, Mazza, and President Gallman - 7

**NEGATIVE:** None
BY CITY COUNCIL AS A WHOLE:

WHEREAS, the Business Administrator and Purchasing Agent concur with the Director of Public Works requesting authorization to award a contract to Deere & Company, 2000 John Deere Run, Cary, NC 27513 for the purchase of one (1) 2019 John Deere 1585 Terrain Cut Front Mower with attachments in the amount of $43,474.51 under the Educational Services Commission of NJ Co-Op Contract #65MCESCPCS-ESCNJ#18/19-25; and

WHEREAS, the above referenced mower will be replacing a 2009 Toro Grandmaster 7210, Serial# 290000159, which will be scrapped; and

WHEREAS, the Business Administrator and the Purchasing Agent have advised that the contracts in question is in accordance with the N.J.A.C. 5:34, et. seq., which requires that the award of any contract pursuant to N.J.S.A. 40A:11-5 (2) (exception to bidding) be awarded by resolution of the Governing Body; and

WHEREAS, the Chief Financial Officer has certified that sufficient funds are available and appropriated for this purpose and Certification No. 19-06891, charging the amount of $43,474.51 to Account No. X-04-55-999-Z19-001 (Vehicles & Equipment) of the Municipal Budget is on file in the Office of the City Clerk; now, therefore, be it

RESOLVED, that City Council of the City of Elizabeth hereby awards a contract to Deere & Company, 2000 John Deere Run, Cary, NC 27513 for the purchase of one (1) 2019 John Deere 1585 Terrain Cut Front Mower with attachments in the amount of $43,474.51 under the Educational Services Commission of NJ Co-Op Contract #65MCESCPCS-ESCNJ#18/19-25.

AFFIRMATIVE: Grova, Cuesta, Perkins-Augusto, Torres, Cedeno, Mazza and President Gallman -7

NEGATIVE: None
BY CITY COUNCIL AS A WHOLE:

WHEREAS, the Business Administrator and the Purchasing Agent concur with the Director of Public Works and recommend the award of a contract to Malouf-Ford, Inc., 2210 Route 1 North, P.O. Box 7480, North Brunswick, New Jersey 08902 for the purchase of OEM and Non OEM maintenance and repair services for light and medium duty vehicles for various departments for the period of March 17, 2019, through March 17, 2020, at a cost not to exceed $100,000.00 under State Contract #40808; and

WHEREAS, the contract in question is determined to fall within the Open-end Contract N.J.A.C. 5:30-11.10 as promulgated by the State New Jersey, Department of Community Affairs, Division of Local Government Services; and

WHEREAS, the Business Administrator and the Purchasing Agent have advised that the contract in question is in accordance with the N.J.A.C. 5:34, et. seq., which requires that the award of any contract pursuant to N.J.S.A. 40A:11-12 be awarded by resolution of the Governing Body; and

WHEREAS, the Chief Financial Officer shall execute the Certificate of Availability of Funds at each time an order is placed, and covering the amount of the order, and said execution is to be made just before this City incurs a contractual liability on its part; now, therefore, be it

RESOLVED, that City Council of the City of Elizabeth hereby awards a contract to Malouf-Ford, Inc., 2210 Route 1 North, P.O. Box 7480, North Brunswick, New Jersey 08902 for the purchase of OEM and Non OEM maintenance and repair services for light and medium duty vehicles for various departments for the period of March 17, 2019, through March 17, 2020, at a cost not to exceed $100,000.00 under State Contract #40808.

AFFIRMATIVE: Grova, Cuesta, Perkins-Auguste, Torres, Cedeno, Mazza and President Galman -7

NEGATIVE: None
BY CITY COUNCIL AS A WHOLE:

WHEREAS, the Business Administrator and Purchasing Agent concur with the Director of Public Works requesting authorization to award a contract to Deere & Company, 2000 John Deere Run, Cary, NC 27513 for the purchase of one (1) 2019 John Deere Z997R Diesel Grass Cutter with Discharge Deck in the amount of $19,803.42 under the Educational Services Commission of NJ Co-Op Contract #65MCESCCPS – ESCNJ#18/19-25; and

WHEREAS, the above referenced grass cutter will be replacing a 2007 Toro2 Master, Serial# 270000492, which will be held in reserve; and

WHEREAS, the Business Administrator and the Purchasing Agent have advised that the contracts in question is in accordance with the N.J.A.C. 5:34, et. seq., which requires that the award of any contract pursuant to N.J.S.A. 40A:11-5 (2) (exception to bidding) be awarded by resolution of the Governing Body; and

WHEREAS, the Chief Financial Officer has certified that sufficient funds are available and appropriated for this purpose and Certification No. 19-06944, charging the amount of $19,803.42 to Account No. X-04-55-999-Z19-001 (Vehicles & Equipment) of the Municipal Budget is on file in the Office of the City Clerk; now, therefore, be it

RESOLVED, that City Council of the City of Elizabeth hereby awards a contract to Deere & Company, 2000 John Deere Run, Cary, NC 27513 for the purchase of one (1) 2019 John Deere Z997R Diesel Grass Cutter with Discharge Deck in the amount of $19,803.42 under the Educational Services Commission of NJ Co-Op Contract #65MCESCCPS – ESCNJ#18/19-25.

AFFIRMATIVE: Grova, Cuesta, Perkins-Auguste, Torres, Cedeno, Mazza and President Gallman -7

NEGATIVE: None
BY CITY COUNCIL AS A WHOLE:

WHEREAS, sealed bids were received and opened by the Purchasing Agent on March 13, 2019, for the furnishing of Maintenance of UPS Systems located at the Elizabeth Police and Fire Departments; and

WHEREAS, the Business Administrator and the Purchasing Agent have requested authorization, per the recommendation of the Directors of the Fire and Police Departments, to award a contract to the low responsible bid, which meets the City's specifications, to On Computer Services, LLC, d.b.a. Unified Power, 217 Metro Drive, Terrell, TX 75160 for Maintenance of UPS Systems located at the Elizabeth Police and Fire Departments, for a period of two (2) years commencing from the date of award in an amount not to exceed $50,000.00; and

WHEREAS, the contract in question is determined to fall within the Open-end Contract N.J.A.C. 5:30-11.10 as promulgated by the State of New Jersey, Department of Community Affairs, Division of Local Government Services; and

WHEREAS, the Chief Financial Officer shall execute the Certificate of Availability of Funds at each time an order is placed, and covering the amount of the order, and said execution is to be made just before this City incurs a contractual liability on its part; now, therefore, be it

RESOLVED, that the City Council of the City of Elizabeth authorizes the proper City Officials to enter into a contract with On Computer Services, LLC, d.b.a. Unified Power, 217 Metro Drive, Terrell, TX 75160 for Maintenance of UPS Systems located at the Elizabeth Police and Fire Departments, for a period of two (2) years commencing from the date of award in an amount not to exceed $50,000.00.

AFFIRMATIVE: Grova, Cuesta, Perkins-Auguste, Torres, Cedeno, Mazza, and President Gallman -7

NEGATIVE: None
BY THE CITY COUNCIL AS A WHOLE:

WHEREAS, the Director of the Department Public Works has made a request to join and participate in the National Co-Op, Sourcewell, formerly National Joint Powers Alliance (NJPA), and to utilize its contract with R.J. Sherman & Associates, Inc., d.b.a. Vermeer North Atlantic Sales & Service, 7 Maple Avenue, Lumberton, NJ 08048 for the purchase of one (1) Model SC802 Vermeer Stump Cutter in the total amount of $53,982.00; and

WHEREAS, the Business Administrator and Purchasing Agent concur with the Director of the Department Public Works to participate in the National Co-Op, Sourcewell, formerly NJPA, and to utilize its contract with R.J. Sherman & Associates, Inc., d.b.a. Vermeer North Atlantic Sales & Service, 7 Maple Avenue, Lumberton, NJ 08048 for the purchase of one (1) Model SC802 Vermeer Stump Cutter in the total amount of $53,982.00; and

WHEREAS, the Business Administrator and the Purchasing Agent have advised that the contract in question is in accordance with the N.J.A.C. 5:34, et. seq., which requires that the award of any contract pursuant to N.J.S.A. 52:34-6.2(b)(3) be awarded by resolution of the Governing Body; and

WHEREAS, the Chief Financial Officer has certified that sufficient funds are available and appropriated for this purpose and Certification No. 19-06690, charging the amount of $53,982.00 to Account No. X-04-55-999-Z21-001 (Acquisition of Equipment & Vehicle Public Works Capital Account) of the Municipal Budget is on file in the Office of the City Clerk; now, therefore, be it

RESOLVED, that City Council of the City of Elizabeth hereby awards a contract to R.J. Sherman & Associates, Inc., d.b.a. Vermeer North Atlantic Sales & Service, 7 Maple Avenue, Lumberton, NJ 08048 for the purchase of one (1) Model SC802 Vermeer Stump Cutter in the total amount of $53,982.00 through the National Co-Op, Sourcewell, formerly National Joint Powers Alliance (NJPA).

AFFIRMATIVE: Grova, Cuesta, Perkins-Augusta, Torres, Cedeno, Mazza and President Gallman -7

NEGATIVE: None

65
BY CITY COUNCIL AS A WHOLE:

WHEREAS, the Business Administrator and Purchasing Agent concur and recommend, per the request of the Director of the Police Department, the award of a contract to Johnston Communications Voice & Data, 332 Belleville Tpke., North Arlington, NJ 07031 for the purchase of Maintenance of the 911 Support System at a total cost of $122,427.00 under State Contract #83925; and

WHEREAS, the Business Administrator and the Purchasing Agent have advised that the contract in question is in accordance with the N.J.A.C. 5:34, et. seq., which requires that the award of any contract pursuant to N.J.S.A. 40A:11-12 be awarded by resolution of the Governing Body; and

WHEREAS, the Chief Financial Officer has certified that sufficient funds are available and appropriated for this purpose and Certification No. 19-06960, charging the amount of $122,427.00 to Account No. 9-01-25-240-POL-307 (Police Equipment Repairs Maintenance Account) is on file in the Office of the City Clerk; now, therefore, be it

RESOLVED, that City Council of the City of Elizabeth hereby awards a contract to Johnston Communications Voice & Data, 332 Belleville Tpke., North Arlington, NJ 07031 for the purchase of Maintenance of the 911 Support System at a total cost of $122,427.00 under State Contract #83925.

AFFIRMATIVE: Grova, Cuesta, Perkins-Auguste, Torres, Cedeno, Mazza and President Gallman -7

NEGATIVE: None
BY CITY COUNCIL AS A WHOLE:

WHEREAS, the Business Administrator and the Purchasing Agent concur and recommend, per the request of the Director of the Police Department, for the award of a contract to GOLD TYPE BUSINESS MACHINES, INC., 351 Paterson Avenue, East Rutherford, New Jersey 07073 for the License of Police Computer Assisted Mobile Client Software for the period of April 1, 2019, through March 31, 2020, in the amount of $24,937.50; and

WHEREAS, this contract is exempt from bidding under N.J.S.A. 40A:11-5.1(dd). The contract was publicly advertised on the City’s website from March 4, 2019, through March 15, 2019. Bids were to be received no later than March 15, 2019, at 10:30 a.m.; and

WHEREAS, pursuant to N.J.S.A. 19:44A-20.5, et. seq., this contract was solicited and is being awarded pursuant to a fair and open process; and

WHEREAS, the Chief Financial Officer has certified that sufficient funds are available and appropriated for this purpose and Certification No.19-06959, charging the amount of $24,937.50 to Account No. 9-01-25-240-POL-307 (Police Department Operating Budget), of the Municipal Budget is on file in the Office of the City Clerk; now, therefore, be it

RESOLVED, that the City Council of the City Elizabeth hereby awards a contract to GOLD TYPE BUSINESS MACHINES, INC., 351 Paterson Avenue, East Rutherford, New Jersey 07073 for the License of Police Computer Assisted Mobile Client Software for the period of April 1, 2019, through March 31, 2020, in the amount of $24,937.50.

AFFIRMATIVE: Grova, Cuesta, Perkine-Auguste, Torres, Cedeno, Mazza and President Gallman -7

NEGATIVE: None
BY CITY COUNCIL AS A WHOLE:

WHEREAS, there exists a need for Liability and Property Insurance for the City Cyber Network; and

WHEREAS, the Business Administrator has requested authorization for the proper City Officials to approve a Policy of Insurance with Chubb Cyber Enterprise Risk, 55 Waters Street, New York, New York 10041, (through the agent-of-record, Otterstedt Insurance Agency, 540 Sylvan Avenue, Englewood Cliffs, NJ 07632) for Liability and Property Insurance for the period of April 26, 2019, through April 26, 2020, at a premium of $18,005.00; and

WHEREAS, this recommendation is being made with the full concurrence of the members of the Insurance Fund Commission; and

WHEREAS, the Chief Financial Officer has certified that sufficient funds are available and appropriated for this purpose and Certification No.19-07284, charging the amount of $18,005.00 to Account No. 9-01-23-210-INS of the Municipal Budget is on file in the Office of the City Clerk; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1, et. seq.) requires that the resolution authorizing the award of contracts for "Extraordinary, Unspecifiable Services" without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, the Chief Financial Officer has certified that this meets the statute and regulations governing the award of said contract; now, therefore, be it

RESOLVED, by City Council of the City of Elizabeth, New Jersey as follows:

1. The Mayor and the City Clerk are hereby authorized and directed to execute an agreement with Chubb Cyber Enterprise Risk, 55 Waters Street, New York, New York 10041, (through the agent-of-record, Otterstedt Insurance Agency, 540 Sylvan Avenue, Englewood Cliffs, NJ 07632) for Liability and Property Insurance for the period of April 26, 2019, through April 26, 2020, at a premium of $18,005.00.

2. Quotations were solicited for this policy. This recommendation to award the contract is being made because this proposal offers the best price for the needs of the City.

3. Insurance is specialized in nature inasmuch as the companies issuing same are limited in number and must be approved by the State of New Jersey, through the Department of Insurance and Banking in order to qualify to do business within this State. N.J.S.A. 40A:11-5(1)(m) exempts the purchasing of insurance coverage from advertising for bids and bidding, which exception shall be in accordance with the requirements for Extraordinary, Unspecifiable Service.

4. This cannot be described by written specifications because of the special nature of the services as described above.

5. A notice of this action shall be published in The Star Ledger.

AFFIRMATIVE: Grova, Cuesta, Perkins-Auguste, Torres, Codeno, Mazza and President Gallman -7

NEGATIVE: None
BY CITY COUNCIL AS A WHOLE:

WHEREAS, the Business Administrator and Purchasing Agent concur with the Supervisor of Data Processing for the award of a contract to SHI International, 290 Davidson Avenue, Somerset, NJ 08873 for the purchase of Maintenance for Lawsoft, Police Computer Aided Dispatch (CAD) Records Management System (RMS) System Software, GIS/AVL Mobile and Mapping System for the Police Department for the period of March 6, 2019, through March 5, 2020, at a total cost of $76,201.46 under State Contract #89851; and

WHEREAS, the Business Administrator and the Purchasing Agent have advised that the contract in question is in accordance with the N.J.A.C. 5:34, et. seq., which requires that the award of any contract pursuant to N.J.S.A. 40A:11-12 be awarded by resolution of the Governing Body; and

WHEREAS, the Chief Financial Officer has certified that sufficient funds are available and appropriated for this purpose and Certification No. 19-07020, charging the amount of $76,201.46 to Account No. 9-01-20-140-DPR-307 (Data Processing Budget Account) is on file in the Office of the City Clerk; now, therefore, be it

RESOLVED, that City Council of the City of Elizabeth hereby awards a contract to SHI International, 290 Davidson Avenue, Somerset, NJ 08873 for the purchase of Maintenance of Lawsoft, Police Computer Aided Dispatch (CAD) Records Management System (RMS) System Software, GIS/AVL Mobile and Mapping System for the Police Department for the period of March 6, 2019, through March 5, 2020, at a total cost of $76,201.46 under State Contract #89851.

AFFIRMATIVE: Grova, Cuesta, Perkins-Auguste, Torres, Cedeno, Mazza and President Gallman -7

NEGATIVE: None
BY CITY COUNCIL AS A WHOLE:

WHEREAS, the Business Administrator and Purchasing Agent concurs and recommends, per the request of the Supervisor of Data Processing, the award of a contract to RFP Solutions, Inc., 10-F Greenwood Avenue, West Deptford, New Jersey 08096 for the purchase of telephone equipment, hardware, software and maintenance for City Hall, the Police Department, the Fire Department and Senior Centers for the period of March 22, 2019, through March 21, 2021, at a cost not to exceed $150,000.00 through the Educational Services Commission of New Jersey #ESCNJ 18/19-54; and

WHEREAS, the contract in question is determined to fall within the Open-end Contract N.J.A.C. 5:30-11.10 as promulgated by the State of New Jersey, Department of Community Affairs, Division of Local Government Services; and

WHEREAS, the Business Administrator and the Purchasing Agent have advised that the contract in question is in accordance with the N.J.A.C. 5:34, et. seq., which requires that the award of any contract pursuant to N.J.S.A. 40A:11-12 be awarded by resolution of the Governing Body; and

WHEREAS, the Chief Financial Officer shall execute the Certificate of Availability of Funds at each time an order is placed, and covering the amount of the order, and said execution is to be made just before this City incurs a contractual liability on its part; now, therefore, be it

RESOLVED, that City Council of the City of Elizabeth authorizes the award of a contract to RFP Solutions, Inc., 10-F Greenwood Avenue, West Deptford, New Jersey 08096 for the purchase of telephone equipment, hardware, software and maintenance for City Hall, the Police Department, the Fire Department and Senior Centers for the period of March 22, 2019, through March 21, 2021, at a cost not to exceed $150,000.00 through the Educational Services Commission of New Jersey #ESCNJ 18/19-54.

AFFIRMATIVE: Grova, Cuesta, Perkins-Auguste, Torres, Cedeno, Mazza and President Gallman -7

NEGATIVE: None
BY CITY COUNCIL AS A WHOLE:

WHEREAS, the Business Administrator and Purchasing Agent concur with the Director of the Department of Public Works that an award of a contract be made to BEYER FORD, 170 Ridgedale Avenue, Morristown, NJ 07960 for the purchase of one (1) 2019 Ford F150 super cab truck as a replacement vehicle for the Department of Public Works at a total cost of $27,641.02 under the Educational Services Commission of New Jersey Contract #65 MCESCCPS-ESCNJ 17/18-44; and

WHEREAS, the Business Administrator and the Purchasing Agent have advised that the contract in question is in accordance with the N.J.A.C. 5:34, et. seq., which requires that the award of any contract pursuant to N.J.S.A. 40A:11-12 be awarded by resolution of the Governing Body; and

WHEREAS, the 2019 F150 will be replacing a 2012 Jeep, VIN: 1C4BJWEG5CL174342, which will be held in reserve; and

WHEREAS, the Chief Financial Officer has certified that sufficient funds are available and appropriated for this purpose and Certification No. 19-07165, charging the amount of $27,641.02 to Account No. X-04-55-999-Z19-001 (Vehicles and Equipment Public Works) is on file in the Office of the City Clerk; now, therefore, be it

RESOLVED, that City Council of the City of Elizabeth hereby awards a contract to BEYER FORD, 170 Ridgedale Avenue, Morristown, N.J. 07960 for the purchase of one (1) 2019 Ford F150 super cab truck as a replacement vehicle for the Department of Public Works at a total cost of $27,641.02 under the Educational Services Commission of New Jersey Contract #65 MCESCCPS-ESCNJ 17/18-44.

AFFIRMATIVE: Grova, Cuesta, Perkins-Auguste, Torres, Cedeno, Mazza and President Gallman -7

NEGATIVE: None
BY CITY COUNCIL AS A WHOLE:

WHEREAS, the Business Administrator and Purchasing Agent concur with the Director of the Department of Public Works that an award of a contract be made to BEYER FORD, 170 Ridgedale Avenue, Morristown, NJ 07960 for the purchase of one (1) 2019 Ford F350 regular cab utility truck as a replacement vehicle for the Department of Public Works at a total cost of $67,957.25 under the Educational Services Commission of New Jersey Contract #65 MCESCCPS-ESCNJ 17/18-21; and

WHEREAS, the Business Administrator and the Purchasing Agent have advised that the contract in question is in accordance with the N.J.A.C. 5:34, et. seq., which requires that the award of any contract pursuant to N.J.S.A. 40A:11-12 be awarded by resolution of the Governing Body; and

WHEREAS, the 2019 F350 will be replacing a 1997 GMC Truck, VIN: 1GDK24F3VE540662, which will be held in reserve; and

WHEREAS, the Chief Financial Officer has certified that sufficient funds are available and appropriated for this purpose and Certification No. 19-07161, charging the amount of $67,957.25 to Account No. X-04-55-999-Z19-001 (Vehicles and Equipment Public Works) is on file in the Office of the City Clerk; now, therefore, be it

RESOLVED, that City Council of the City of Elizabeth hereby awards a contract to BEYER FORD, 170 Ridgedale Avenue, Morristown, N.J. 07960 for the purchase of one (1) 2019 Ford F350 regular cab utility truck as a replacement vehicle for the Department of Public Works at a total cost of $67,957.25 under the Educational Services Commission of New Jersey Contract #65 MCESCCPS-ESCNJ 17/18-21.

AFFIRMATIVE: Grova, Cuesta, Perkins-Augusta, Torres, Cedeno, Mazza, and President Gallman -7

NEGATIVE: None
BY CITY COUNCIL AS A WHOLE:

WHEREAS, the Business Administrator concurs with the recommendation of the review committee of the City of Elizabeth and requests authorization for the proper City Officials to enter into a contract with Johnson, Mirmiran and Thompson (JMT), 1200 Lenox Drive, Suite 101, Trenton, NJ 08648 and Dynamic Traffic, 1904 Main Street, Lake Como, NJ 07719 for professional On-Call Traffic Engineering Consulting Services to the City of Elizabeth for a one-year period from the date of the execution of the contract in an amount not to exceed $50,000.00 for each firm; and

WHEREAS, the contract is awarded through a fair and open process in accordance with N.J.S.A. 19:44A-20.5, et. seq.; and

WHEREAS, the contract in question is determined to fall within the Open-end Contract N.J.A.C. 5:30-11.10 as promulgated by the State of New Jersey, Department of Community Affairs, Division of Local Government Services; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1, et. seq.) requires that the resolution authorizing the award of contracts for "Professional Services" without competitive bids and the contract itself must be available for public inspections; and

WHEREAS, the Chief Financial Officer shall execute the Certificate of Availability of Funds at each time an order is placed, and covering the amount of the order, and said execution is to be made just before this City incurs a contractual liability on its part; now, therefore, be it

RESOLVED, by the City Council of the City of Elizabeth as follows:

1. The Mayor and the Municipal Clerk are hereby authorized and directed to execute a contract with the firm of Johnson, Mirmiran and Thompson (JMT), 1200 Lenox Drive, Suite 101, Trenton, NJ 08648 and Dynamic Traffic, 1904 Main Street, Lake Como, NJ 07719 for professional On-Call Traffic Engineering Consulting Services to the City of Elizabeth for a one-year period from the date of the execution of the contract in an amount not to exceed $50,000.00 for each firm.

2. This contract is awarded without competitive bidding as a Professional Service in accordance with N.J.S.A. 40A:11-2(6) of the Local Public Contracts Law because these services require knowledge of an advanced type in a field of learning acquired by a prolonged formal course of specialized instruction and study as distinguished from general academic instruction or apprenticeship and training.

3. A notice of this action shall be printed once in The Star Ledger.

AFFIRMATIVE: Grova, Cuesta, Perkins-Augustes, Torres, Cedeno, Mazza and President Gallman -7

NEGATIVE: None
BY CITY COUNCIL AS A WHOLE:

WHEREAS, the Business Administrator concurs with the Directors of the Elizabeth Police and Fire Departments requesting authorization for the proper City Officials to participate and enter into a Memorandum of Understanding (MOU) with the County of Union, New Jersey for the usage and sharing of the Union County First Alert System; and

WHEREAS, the First Alert System will remain under the management of the County of Union, New Jersey, which has been established through a contract with Everbridge for a period of five (5) years, ending on October 31, 2023, and provided for through a Homeland Security Grant for Domestic Preparedness; and

WHEREAS, the First Alert System will be used as a mass communication system to notify registered users via sms text messaging, email or phone of emergencies, critical incidents, traffic, weather and/or special event updates and will greatly enhance public safety and can help save valuable time, money, effort and lives; now, therefore, be it

RESOLVED, that the City Council of the City of Elizabeth authorizes the proper City Officials to enter into and execute a Memorandum of Understanding (MOU) with County of Union, New Jersey for the usage and sharing of the Union County First Alert System.

AFFIRMATIVE: Grova, Cuesta, Perkins-Auguste, Torres, Cedeno, Mazza and President Gallman -7

NEGATIVE: None

WHEREAS, the Tax Collector of this municipality has previously issued a tax sale certificate to 160 SPRING ST, LLC which certificate is dated June 19, 2017 covering premises commonly known and referred to as Lot 871 in Block 09 as set out on the municipal tax map then in use which certificate bears number 16-00352.

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

NOW, THEREFORE, be it resolved by the Mayor and Governing Body of the City of Elizabeth that the Tax Collector be and is hereby authorized to issue an appropriate duplicate tax sale certificate to the said purchaser covering the certificates lost as previously described all in accordance with the requirements of Chapter 99 of the Public Laws of 1997.

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

AFFIRMATIVE:  Grova, Cuesta, Perkins-Augusta, Torres, Cedeno, Mazza and President Gallman -7

NEGATIVE:  None
BY CITY COUNCIL AS A WHOLE:

WHEREAS, on September 11, 2018, City Council adopted a resolution authorizing the execution of Emergency Solutions Grant (ESG) CD-44 to agencies including Elizabeth Coalition to House the Homeless; and

WHEREAS, the Director of the Department of Planning and Community Development has requested an amendment to the resolution as follows:

- Decrease the Rapid Re-Housing Activity by $9,500.00.
- Increase Homeless Prevention activity by $9,500.00.

WHEREAS, the City is experiencing a higher demand for rental housing assistance (funds to pay back rent for those living in units & facing eviction) and a lower demand for rental housing assistance for homeless individuals (homeless in need of security deposits and 1st month’s rent for permanent housing); and

WHEREAS, this amendment is permitted under the ESG rules and regulations. An updated Certificate of Availability has been submitted to the Finance Department; now, therefore, be it

RESOLVED, that the City Council of the City of Elizabeth hereby authorizes an amendment to the resolution dated September 11, 2018, with Elizabeth Coalition to House the Homeless ESG CD-44 to decrease the Rapid Re-Housing Activity by $9,500.00 and to increase Homeless Prevention activity by $9,500.00.

AFFIRMATIVE: Grova, Cuesta, Perkins-Auguste, Torres, Cedeno, Mazza and President Gallman -7

NEGATIVE: None
BY CITY COUNCIL AS A WHOLE:

WHEREAS, The Mandatory Source Separation and Recycling Act, P.L. 1987, c.102, has established a recycling fund from which tonnage grants may be made to municipalities in order to encourage local source separation and recycling programs; and

WHEREAS, it is the intent and spirit of the Mandatory Source Separation and Recycling Act to use the tonnage grants to develop new municipal recycling programs and to continue and expand existing programs; and

WHEREAS, The New Jersey Department of Environmental Protection is promulgating recycling regulations to implement the Mandatory Source Separation and Recycling Act; and

WHEREAS, this recycling regulations impose on municipalities certain requirements as a condition for applying for tonnage grants, including, but not limited to, making and keeping accurate, verifiable records of materials collected and claimed by the municipality; and

WHEREAS, the City of Elizabeth is committed to recycling and abiding by the Recycling Act; now, therefore, be it

RESOLVED, by City Council of the City of Elizabeth that the City of Elizabeth hereby endorses the submission of a Municipal Recycling Tonnage Grant Application to the New Jersey Department of Environmental Protection, Office of Recycling and designates Pasquale A. Vella, Recycling Coordinator, City Hall, 50 Winfield Scott Plaza, Elizabeth, New Jersey 07201, to ensure that the said Application is properly filed; and be it

FURTHER RESOLVED, that any funds received from the recycling tonnage grant be deposited in a dedicated recycling trust to be used solely for the purposes of recycling.

AFFIRMATIVE: Grova, Cuesta, Perkins-Auguste, Torres, Cedeno, Mazza and President Gallman -7

NEGATIVE: None
BY CITY COUNCIL AS A WHOLE:

WHEREAS, on March 7, 2019, the Director of Public Works received two (2) bids for the Morris Avenue Streetscape Improvements - Contract 10-18; and

WHEREAS, the lowest bidder was Berto Construction, Inc., 625 Leesville Avenue, Rahway, NJ 07065 in the amount of $473,811.00; and

WHEREAS, the Director of Public Works reviewed the two (2) bids and find that they exceed the engineers estimate and the City funds allocated for the project; and

WHEREAS, the Director of Public Works hereby request that your Honorable Body adopt a resolution rejecting all bids for this project; now, therefore, be it

RESOLVED, the City Council of the City of Elizabeth hereby rejects all bids for the Morris Avenue Streetscape Improvements - Contract 10-18.

AFFIRMATIVE: Grova, Cuesta, Perkins-Auguste, Torres, Cedeno, Mazza and President Gallman -7

NEGATIVE: None
WHEREAS, on March 1, 2019, the Director of the Department of Public Works received qualification proposals for consulting professional engineering services; and

WHEREAS, the Department of Public Works reviewed the qualifications of all respondents and found the firm of Mott MacDonald, 111 Wood Avenue South, Iselin, New Jersey 08830-4112 to be qualified to provide the City of Elizabeth with engineering services in connection with the Elizabeth River Flood Control Project, Floodwall and Levee Maintenance – Phase 2, as per its proposal dated March 22, 2019; and

WHEREAS, Mott MacDonald will continue to provide coordination with the US Army Corps of Engineers, development of detailed inspection reports, conducting meetings, review of submittals and shop drawings, full and part time inspection and administrative services as it relates to the ongoing floodwall and levee maintenance by the City; and

WHEREAS, the Director of the Department of Public Works has requested an award of a contract be made to Mott MacDonald, 111 Wood Avenue South, Iselin, New Jersey 08830-4112 to provide the City of Elizabeth with engineering and field services on a time and material basis at a cost not to exceed $150,000.00 plus reimbursables in connection with the Elizabeth River Flood Control Project, Floodwall and Levee Maintenance – Phase 2; and

WHEREAS, the request for qualifications was solicited through a fair and open process in accordance with the provisions of N.J.S.A. 19:44A-20.5, et. seq.; and

WHEREAS, the Local Public Contracts Law N.J.S.A. 40A:11-5 (a) (i) requires that the resolution authorizing the award of contracts for “Professional Services” without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, the Chief Financial Officer has certified that sufficient funds are available and appropriated for this purpose and Certification No. 19-07282, charging the amount of $150,000.00 to Account No. X-08-55-054-034 of the Municipal Budget, is on file in the Office of the City Clerk; now, therefore, be it

RESOLVED, by City Council of the City of Elizabeth as follows:

1. The Mayor, and the Municipal Clerk are hereby authorized to award a contract to Mott MacDonald, 111 Wood Avenue South, Iselin, New Jersey 07701 to provide the City of Elizabeth with engineering and field services on a time and material basis at a cost not to exceed $150,000.00 plus reimbursables in connection with the Elizabeth River Flood Control Project, Floodwall and Levee Maintenance – Phase 2.

2. This contract is awarded without competitive bidding as a "Professional Service" in accordance with N.J.S.A. 40A:11-2(6) and N.J.S.A. 40A:11-5 (a) (i) of the Local Public Contracts Law because these services require knowledge of an advanced type in a field of learning acquired by a prolonged formal course of specialized instruction and study as distinguished from general academic instruction or apprenticeship and training.

3. A notice of this action shall be printed once in The Star Ledger.

AFFIRMATIVE: Grova, Cuesta, Perkins-Auguste, Torres, Cedeno, Mazza and President Gallman -7

NEGATIVE: None

79
BY CITY COUNCIL AS A WHOLE:

WHEREAS, on April 25, 2017, City Council adopted a resolution to award a contract for the preventative maintenance (PM) and emergency repair service for heating, air conditioning, and automatic temperature control systems at various public buildings owned by the City of Elizabeth to Supreme Conditioning Systems, Inc., P.O. Box 206, Hazlet, New Jersey 07730. The total bid amount for the first year was $313,820.00 and for the second year was $315,640.00. The combined amount bid for both years was $629,460.00. The project specifications contained the provision for one (1) twenty-four (24) month extension; and

WHEREAS, the original contract will expire on May 17, 2019. Assistant Superintendent of Public Buildings, Market and Docks has advised that he is satisfied with Supreme Conditioning Systems, Inc.’s, performance. Supreme Conditioning Systems, Inc., has also advised that they are in agreement with extending the contract under the terms set forth in the sealed bid in accordance with N.J.S.A. 40A: 11-15 and will not increase its annual contract price for years three (3) and four (4) and will remain at the current second year value. The current index rate allows for an increase of 3.5%; and

WHEREAS, the contract in question is determined to fall within the Open-end Contract N.J.A.C. 5:30-11.10 as promulgated by the State of New Jersey, Department of Community Affairs, Division of Local Government Services; and

WHEREAS, the Director and the Department of Public Works has requested authorization to extend a contract with Supreme Conditioning Systems, Inc., P.O. Box 206, Hazlet, New Jersey 07730 for two (2) additional years for the preventative maintenance (PM) and emergency repair service for heating, air conditioning, and automatic temperature control systems at various public buildings owned by the City of Elizabeth buildings at a cost not to exceed $631,280.00, for a new contract amount of $1,260,740.00; and

WHEREAS, the amount of the contract in question exceeds $50,000.00 and the provisions of Chapter 2.92 of the Code of the City of Elizabeth have been complied with by Supreme Conditioning Systems, Inc.; and

WHEREAS, the Chief Financial Officer shall execute the Certificate of Availability of Funds at each time an order is placed, and covering the amount of the order (Account No. 9-01-26-310-BLD-308), and said execution is to be made just before this City incurs a contractual liability on its part; now, therefore, be it

RESOLVED, that the City Council of the City of Elizabeth hereby authorizes an extension of a contract with Supreme Conditioning Systems, Inc., P.O. Box 206, Hazlet, New Jersey 07730 for two (2) additional years for the preventative maintenance (PM) and emergency repair service for heating, air conditioning, and automatic temperature control systems at various public buildings owned by the City of Elizabeth at a cost not to exceed $631,280.00, for a new contract amount of $1,260,740.00.

AFFIRMATIVE: Grova, Cuesta, Perkins-Auguste, Torres, Cedeno, Mazza and President Gallman -7

NEGATIVE: None
BY CITY COUNCIL AS A WHOLE:

WHEREAS, on April 25, 2017, City Council adopted a resolution awarding a contract for maintenance and repair services for roofing on City of Elizabeth owned buildings to S&A General Contracting, 207 Shelley Avenue, Elizabeth, New Jersey 07208 in the amount of $317,978.00. The total bid amount for the first year was $158,989.00 and for the second year was $158,989.00. The combined amount bid for both years is $317,978.00. The project specifications contained the provision for one (1) twenty-four (24) month extension; and

WHEREAS, the original contract will expire on May 26, 2019. Assistant Superintendent of Public Buildings, Market and Docks has advised that he is satisfied with S&A General Contracting’s performance. S&A General Contracting has also advised that they are in agreement with extending the contract under the terms set forth in the sealed bid in accordance with N.J.S.A. 40A: 11-15 and will not increase its annual contract price for years three (3) and four (4) and will remain at the current second year value. The current index rate allows for an increase of 3.5%; and

WHEREAS, the contract in question is determined to fall within the Open-end Contract N.J.A.C. 5:30-11.10 as promulgated by the State of New Jersey, Department of Community Affairs, Division of Local Government Services; and

WHEREAS, the Director and the Department of Public Works has requested authorization to extend a contract with S&A General Contracting, 207 Shelley Avenue, Elizabeth, New Jersey 07208 for two (2) additional years for the maintenance and repair services for roofing on City of Elizabeth owned buildings at a cost not to exceed $317,978.00, for a new contract amount of $635,956.00; and

WHEREAS, the amount of the contract in question exceeds $50,000.00 and the provisions of Chapter 2.92 of the Code of the City of Elizabeth have been complied with by S&A General Contracting; and

WHEREAS, the Chief Financial Officer shall execute the Certificate of Availability of Funds at each time an order is placed, and covering the amount of the order (Account No. 9-01-26-310-BLD-308), and said execution is to be made just before this City incurs a contractual liability on its part; now, therefore, be it

RESOLVED, that the City Council of the City of Elizabeth hereby authorizes an extension of a contract with S&A General Contracting, 207 Shelley Avenue, Elizabeth, New Jersey 07208 for two (2) additional years for the maintenance and repair services for roofing on City of Elizabeth owned buildings at a cost not to exceed $317,978.00, for a new contract amount of $635,956.00

AFFIRMATIVE: Grova, Cuesta, Perkins-Auguste, Torres, Cedeno, Mazza and President Gallman -7

NEGATIVE: None 81
BY CITY COUNCIL AS A WHOLE:

WHEREAS, on March 1, 2019, the Director of the Department of Public Works received qualification proposals for consulting professional engineering services; and

WHEREAS, the Department of Public Works reviewed the qualifications of all respondents and found the firm of ENVAR SERVICES, INC., 505 Milltown Road, North Brunswick, New Jersey 08902 to be qualified to provide the City of Elizabeth with civil engineering services in connection with the design and construction administration of Pine Street Parking Lot as per its proposal dated November 2, 2018; and

WHEREAS, Envair Services, Inc., will design a new parking lot on City owned property located at 34-58 Pine Street (corner of Pine Street and Front Street). This site will be utilized to increase parking for the Waterfront Park, Todd Bowels Sports Complex, and the Bike, Hike and Roll Throughway; and

WHEREAS, the scope of work consists of performing a topographic survey; conceptual design; civil, electrical and landscape design drawings; New Jersey Department of Environmental Protection (NJDEP) Division of Land Use regulation permitting; utility coordination; part time construction administration and coordination with the City’s Licensed Site Remediation Professional (LSRP); and

WHEREAS, the Director of the Department of Public Works has requested authorization to award a contract to ENVAR SERVICES, INC., 505 Milltown Road, North Brunswick, New Jersey 08902 to provide the City of Elizabeth with civil engineering services at a cost not to exceed $146,700.00 plus reimbursables in connection with the design and construction inspection of the Pine Street Parking Lot; and

WHEREAS, this contract is awarded through a fair and open process in accordance with N.J.S.A. 19:44A-20.5, et. seq. and N.J.S.A. 40A:11-5(a); and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1, et. seq.) requires that the resolution authorizing the award of contracts for "Professional Services" without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, the Chief Financial Officer has certified that sufficient funds are available and appropriated for this purpose in Certification No. 19-07283, charging the amount of $146,700.00 to Account No. X-04-55-999-Z23-001 of the Municipal Budget is on file in the Office of the City Clerk; now, therefore, be it

RESOLVED, by the City Council of the City of Elizabeth as follows:

1. The Mayor and the Municipal Clerk are hereby authorized and directed to execute a contract with the firm ENVAR SERVICES, INC., 505 Milltown Road, North Brunswick, New Jersey 08902 to provide the City of Elizabeth with civil engineering services in connection with the design and construction administration of Pine Street Parking Lot at a cost not to exceed $146,700.00 plus reimbursables.

2. This contract is awarded without competitive bidding as a "Professional Service" in accordance with N.J.S.A. 40A:11- 2(6) of the Local Public Contracts Law because these services require knowledge of an advanced type in a field of learning acquired by a prolonged formal course of specialized instruction and study as distinguished from general academic instruction or apprenticeship and training.

3. A notice of this action shall be printed once in The Star Ledger.

AFFIRMATIVE: Grova, Cuesta, Perkins-Auguste, Torres, Cedeno, Mazza, and President Galimano -7

NEGATIVE: None
BY CITY COUNCIL AS A WHOLE:

WHEREAS, on March 27, 2019, the Director of the Department of Public Works received nine (9) bids for the South Street Flood Control Project, State Loan Project No. S340942-17, Contract No. 14-17; and

WHEREAS, the lowest responsible bidder was CMS Construction, Inc., 521 North Avenue, Plainfield, New Jersey 07060 in the amount of $4,419,663.00; and

WHEREAS, the bid was reviewed by the City Attorney as to form; and

WHEREAS, the project generally consists of South Street pumping stations upgrades including new pumps, electrical system and controls and a backup generator; repairs and lining of existing combines sewer on Fourth Avenue and connecting streets within the project area; installation of separate storm sewers and inlets at various locations including South Spring Street and the dead-end streets along Fourth Avenue between South Street and John Street; and ponding area restoration. The work shall be completed within 450 calendar days of the Contractor’s receipt of written Notice to Proceed; and

WHEREAS, the New Jersey Environmental Infrastructure Financing Program (State Project No. S340942-17) has provided the City of Elizabeth a low interest loan for this project and award of the contract is subject to approval and authorization by the New Jersey Department of Environmental Protection (NJDEP); and

WHEREAS, the Director of the Department of Public Works has requested authorization to award a contract to CMS Construction, Inc., 521 North Avenue, Plainfield, New Jersey 07060 in the amount of $4,419,663.00, for the South Street Flood Control Project, State Loan Project No. S340942-17, Contract No. 14-17; and

WHEREAS, the amount of the contract in question exceeds $50,000.00 and the provisions of Chapter 2.92 of the Code of the City of Elizabeth have been complied with by CMS Construction, Inc.; and

WHEREAS, the Chief Financial Officer has certified that sufficient funds are available and appropriated for this purpose and Certification No. 19-07285, charging the amount of $4,315,548.02.00 to Account No. X-08-55-044-034 and Certification No. 19-07286, charging the amount of $104,114.98 to Account No. X-08-55-051-034 of the Municipal Budget are on file in the Office of the City Clerk; now, therefore, be it

RESOLVED, that the City Council of the City of Elizabeth authorizes an award of a contract to CMS Construction, Inc., 521 North Avenue, Plainfield, New Jersey 07060 in the amount of $4,419,663.00, for the South Street Flood Control Project, State Loan Project No. S340942-17, Contract No. 14-17.

AFFIRMATIVE: Grova, Cuesta, Perkins-Auguste, Torres, Cedeno, Mazza and President Gailman -7

NEGATIVE: None 83
BY THE CITY COUNCIL AS A WHOLE:

RESOLVED, that City Council of the City of Elizabeth hereby establishes a handicapped parking space in front of 234 Rankin Street, Elizabeth, New Jersey 07206 as follows, pursuant to the recommendation of the Elizabeth Police Director:

along the East curb line of Rankin Street

beginning at a point 63' North of Third Avenue; and

continuing 22' East thereof; and be it

FURTHER RESOLVED, that said handicapped parking area be posted with proper signs type R-7-8.

AFFIRMATIVE:  Grova, Cuesta, Perkins-Auguste, Torres, Cedeno, Mazza and President Gallman -7

NEGATIVE:  None
BY THE CITY COUNCIL AS A WHOLE:

RESOLVED, that City Council of the City of Elizabeth hereby establishes a handicapped parking space in front of 316 Pine Street, Elizabeth, New Jersey 07206 as follows, pursuant to the recommendation of the Elizabeth Police Director:

along the South curb line of Pine Street

beginning at a point 210' West of Third Street; and

continuing 22' West thereof; and be it

FURTHER RESOLVED, that said handicapped parking area be posted with proper signs type R-7-8.

AFFIRMATIVE: Grova, Cuesta, Perkins-Auguste, Torres, Cedeno, Mazza and President Gallman -7

NEGATIVE: None
BY CITY COUNCIL AS A WHOLE:

RESOLVED, that City Council of the City of Elizabeth hereby deletes the handicapped parking spaces at the following locations in accordance with the recommendation of the Police Director.

384 1/2 East Jersey Street, Elizabeth, New Jersey

AFFIRMATIVE: Grova, Cuesta, Perkins-Auguste, Torres, Cedeno, Mazza and President Gallman -7

NEGATIVE: None
BY CITY COUNCIL AS A WHOLE:

RESOLVED, that the City Council of the City of Elizabeth hereby rescinds the resolution adopted February 13, 2019, establishing a handicapped parking space in front of the premises located at 454 Fulton Street, Elizabeth, New Jersey 07206 since there has been a request that an Ordinance be adopted to make that parking space a Personalized handicapped parking space. This resolution shall be effective as of the effective date of Ordinance No. 5171, which will establish a personalized handicapped parking space for Francisco Guerrero, 454 Fulton Street, Elizabeth, New Jersey 07206.

AFFIRMATIVE: Grova, Cuesta, Perkins-Auguste, Torres, Cedeno, Mazza and President Gallman - 7

NEGATIVE: None
BY CITY COUNCIL AS A WHOLE:

RESOLVED, that the City Council of the City of Elizabeth hereby rescinds the
resolution adopted November 14, 2000, establishing a handicapped parking space in front of the
premises located at 735 Jackson Avenue, Elizabeth, New Jersey 07201 since there has been a
request that an Ordinance be adopted to make that parking space a Personalized handicapped
parking space. This resolution shall be effective as of the effective date of Ordinance No. 5170,
which will establish a personalized handicapped parking space for Joanne Conrad, 735
Jackson Avenue, Elizabeth, New Jersey 07201.

AFFIRMATIVE: Grova, Cuesta, Perkins-Auguste, Torres,
Cedeno, Mazza and President Gallman -7

NEGATIVE: None
BY CITY COUNCIL AS A WHOLE:

RESOLVED, that the City Council of the City of Elizabeth hereby rescinds the resolution adopted April 11, 2006, establishing a handicapped parking space in front of the premises located at 174 Reid Street, Elizabeth, New Jersey 07201 since there has been a request that an Ordinance be adopted to make that parking space a Personalized handicapped parking space. This resolution shall be effective as of the effective date of Ordinance No. 5172, which will establish a personalized handicapped parking space for Bessie Holmes, 174 Reid Street, Elizabeth, New Jersey 07201.

AFFIRMATIVE: Grova, Cuesta, Perkins-Auguste, Torres, Cedeno, Mazza and President Gallman -7

NEGATIVE: None
BY CITY COUNCIL AS A WHOLE:

WHEREAS, the Elizabeth Parent Support Group in collaboration with the City of Elizabeth, will celebrate the 5th Annual Autism Walk and the 2nd Annual Jeep for a Cause, on April 27, 2019, at Jackson Park, Elizabeth, NJ; and

WHEREAS, the event will start at 12:00 p.m. and conclude at 3:00 p.m.; and

WHEREAS, the Elizabeth Parent Support Group has requested authorization to park the Jeeps at Broadway, Front Street to School #1. The Jeeps will be there as part of the event attraction in support of the cause. All fees are waived; now therefore, be it

RESOLVED, that the City Council of the City of Elizabeth hereby authorizes the Elizabeth Parent Support Group to park Jeeps at Broadway, Front Street to School #1, for the 5th Annual Autism Walk and the 2nd Annual Jeep for a Cause. All fees are waived.

AFFIRMATIVE: Grova, Cuesta, Perkins-Auguste, Torres, Cedeno, Mazza and President Gallman -7

NEGATIVE: None
RESOLVED, that City Council of the City of Elizabeth hereby confirms and approves the payment of all utility bills for the City of Elizabeth as indicated herein below; and be it

FURTHER RESOLVED, that the foregoing payments are excepted from the requirement of bidding by the provisions of the Local Public Contracts Law N.J.S.A. 40A:11-5(1)(f); and be it

FURTHER RESOLVED, that the following certifications of availability of funds are on file in the office of the City Clerk:

<table>
<thead>
<tr>
<th>Company</th>
<th>Bill Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>CQ Fluency, Inc.</td>
<td>9-01-43-490</td>
<td>$1,044.75</td>
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<tr>
<td></td>
<td>MCO-302</td>
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</tr>
<tr>
<td>CQ Fluency, Inc.</td>
<td>9-01-31-440</td>
<td>$727.65</td>
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<tr>
<td>Elizabethtown Gas</td>
<td>9-01-31-446</td>
<td>$11,909.68</td>
</tr>
<tr>
<td>Elizabethtown Gas</td>
<td>9-07-55-500</td>
<td>$114.06</td>
</tr>
<tr>
<td></td>
<td>SEW-351</td>
<td></td>
</tr>
<tr>
<td>Elizabethtown Gas</td>
<td>9-01-31-440</td>
<td>$354.52</td>
</tr>
<tr>
<td>PSE&amp;G</td>
<td>9-07-55-500</td>
<td>$26,679.23</td>
</tr>
<tr>
<td></td>
<td>SEW-351</td>
<td></td>
</tr>
<tr>
<td>PSE&amp;G</td>
<td>9-01-31-435</td>
<td>$142,416.77</td>
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<tr>
<td>PSE&amp;G</td>
<td>9-01-31-430</td>
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</tr>
<tr>
<td>Sprint</td>
<td>9-01-31-440</td>
<td>$391.12</td>
</tr>
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<td>UGI Energy Services, LLC</td>
<td>9-01-31-440</td>
<td>$6,508.79</td>
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<td>Verizon</td>
<td>9-01-31-440</td>
<td>$18,590.03</td>
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<tr>
<td>Verizon Wireless</td>
<td>9-01-31-440</td>
<td>$16,597.51</td>
</tr>
</tbody>
</table>

AFFIRMATIVE: Grova, Cuesta, Perkins-Auguste, Torres, Cedeno, Mazza and President Gallman -7

NEGATIVE: None
BY CITY COUNCIL AS A WHOLE:

WHEREAS, the City Council of the City of Elizabeth would like to commend and congratulate the Elizabeth High School, Halsey Rifle Team on taking 1st place over-all at the New England Metro Championship Competition; and

WHEREAS, thirteen (13) teams competed. One-hundred (100) shooters participated in the event. Halsey had the “High Shooter” and the number 3 shooter: Alejandro Garcia shot a 263 out of a possible 300 points for top score and Angel Gonzalez shot a 251 for 3rd place overall; and

WHEREAS, Colonel Robert G. Golden, III, USMC (Ret), Senior Marine Instructor, was instrumental to the team’s achievements; and

WHEREAS, congratulations to team members:

<table>
<thead>
<tr>
<th>Alejandro Garcia</th>
<th>Christian Gosepa</th>
<th>Paula Jara</th>
<th>Nicole Sinisterra</th>
</tr>
</thead>
<tbody>
<tr>
<td>Angel Gonzalez</td>
<td>Juan Ortiz</td>
<td>Brayan Montero</td>
<td>Giuliano Montero</td>
</tr>
<tr>
<td>Angel Leiva</td>
<td>Juan Felipe Quevedo</td>
<td>Julio Castro</td>
<td>Jamie Castillo</td>
</tr>
<tr>
<td>Jhon Ortiz</td>
<td>Nathalia Garcia</td>
<td>Jose Lopez</td>
<td>Jaylin Harrison</td>
</tr>
</tbody>
</table>

RESOLVED, that City Council of the City of Elizabeth hereby extends its congratulations to the Elizabeth High School, Halsey Rifle Team on taking 1st place over-all at the New England Metro Championship Competition; now therefore, be it

FURTHER RESOLVED, that this resolution be spread in full upon the minutes of this meeting of City Council and that the City Clerk be directed and authorized to forward a certified copy of this resolution to the Elizabeth High School, Halsey Rifle Team.
BY CITY COUNCIL AS A WHOLE:

WHEREAS, the City Council of the City of Elizabeth would like to commend and congratulate the Elizabeth High School, Halsey Rifle Teams A and B on taking 1st and 2nd place respectively at the Pennsylvania Regional Rifle Competition; and

WHEREAS, the top shooter was Angel Leiva, with a score of 273 out of a possible 300 points, receiving a Gold Medal. 2nd place Silver Medal went to Alejandro Garcia and 3rd place Bronze Medal went Angel Gonzalez; and

WHEREAS, Colonel Robert G. Golden, III, USMC (Ret), Senior Marine Instructor, was instrumental to the team’s achievements; and

WHEREAS, congratulations to team members:

<table>
<thead>
<tr>
<th>Alejandro Garcia</th>
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<th>Paula Jara</th>
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</tr>
<tr>
<td>Jhon Ortiz</td>
<td>Nathalia Garcia</td>
<td>Jose Lopez</td>
<td>Jaylin Harrison</td>
</tr>
</tbody>
</table>

RESOLVED, that City Council of the City of Elizabeth hereby extends its congratulations to the Elizabeth High School, Halsey Rifle Teams A and B on taking 1st and 2nd place respectively at the Pennsylvania Regional Rifle Competition; now therefore, be it

FURTHER RESOLVED, that this resolution be spread in full upon the minutes of this meeting of City Council and that the City Clerk be directed and authorized to forward a certified copy of this resolution to the Elizabeth High School, Halsey Rifle Teams A and B.
BY CITY COUNCIL AS A WHOLE:

WHEREAS, the City Council of the City of Elizabeth has learned of the recent death of Elizabeth Firefighter Steven A. Campbell, 51; and

WHEREAS, Steven was born in Plainfield, NJ, and grew up in Edison, NJ; and

WHEREAS, Steven married Beth Ann Wilson and settled in Rahway, NJ, where they raised their family over the past 28 years; and

WHEREAS, Steven was a first responder at the World Trade Center on 9/11. He was also instrumental in many other emergency responses in the City of Elizabeth, and other municipalities; and

WHEREAS, Steven received multiple medals of valor from the Elizabeth Fire Department, the 200 Club of Union County, the State FMBA and the IAFF; and

WHEREAS, Steven was a kind and generous man. He will be sadly missed by all those whose lives he touched; and

WHEREAS, Steven is survived by his wife of 28 years, Beth Ann Wilson Campbell; his three sons, U.S. Army Corporal Andrew J. Campbell and his wife, Brianna, Matthew Campbell and Steven Campbell; his mother, Helena Zarkevich Campbell; his three brothers, James M. Campbell, Jr., and his wife Susan, Elizabeth Fire Department Deputy Chief Daniel E. Campbell and his wife, Marybeth and Edison Fire Department Captain Richard P. Campbell and his wife, Kimberly; his three sisters, Linda A. Simpson and her husband, Donald R., Karen Schreck ad her husband, Kenneth and Jane M. Montagne and her husband, Robert and numerous nieces, nephews and cousins; now, therefore, be it

RESOLVED, that the City Council of the City of Elizabeth hereby expresses its condolences at the passing of Elizabeth Firefighter Steven A. Campbell and an acknowledgement thereof be sent to his family.

Which was adopted unanimously by a standing vote and minute of silent prayer.
BY CITY COUNCIL AS A WHOLE:

WHEREAS, the City Council of the City of Elizabeth has learned of the recent death of Willie C. Singley, 83, of Elizabeth; and

WHEREAS, Willie C. Singley 'Coach' was born on September 20, 1935, to the late John and Bertha Singley, in Newbury County, South Carolina; and

WHEREAS, Willie attended the Elizabeth public schools; and

WHEREAS, Willie retired as a welder from Lor's Machinery in Union, NJ; and

WHEREAS, Willie coached Pop Warner football and Little League baseball for many years in the City of Elizabeth, where he left a great impression on the hearts of many. He was a genuine soul who will forever be remembered; and

WHEREAS, Willie leaves to cherish lasting memories his beloved wife, Suzanne Hall (Singley); his daughters, Shalanda Hall and Shron Hall of Elizabeth, NJ, Star Hall-Oyinlade of Sayreville, NJ, Latoya Robinson of Elizabeth, NJ, Kim Dobson of Bedminster, NJ; his sons, Fabrique Hall of Linden, NJ, Solaimon Sulton of Montclair, NJ and a HOST of many grandchildren, great-children, nieces, nephews, cousins and friends; and

WHEREAS, Willie was predeceased by all his siblings, Clyde, James, Robert, Ruth Brooks, Ethel Williams, Thelma Mayers, Wilamae Burgess; his daughters, Arlene Washington, Gwendolyn Singley, Charlotte Hall and his son Willie Singley, Jr., (Junebug); now, therefore, be it

RESOLVED, that the City Council of the City of Elizabeth hereby expresses its condolences at the passing of Willie C. Singley; and be it

FURTHER RESOLVED, that this expression of our sympathy be recorded in full upon the minutes of City Council and a certified copy be sent to his family.

Which was adopted unanimously by a standing vote and minute of silent prayer.
BY CITY COUNCIL AS A WHOLE:

WHEREAS, the City Council of the City of Elizabeth has learned of the recent death of Ramon Munoz, 94, of Elizabeth, NJ; and

WHEREAS, Ramon was born in Cantillo Baracoa, Cuba. He came to the United States, settling in Newark. He moved to Elizabeth in 1980; and

WHEREAS, Ramon was the owner of Florida Shoe Store and Bostonian Shoe Store, both in Newark, NJ, for 20 years; and

WHEREAS, Ramon was the beloved husband of 64 years of Zenaida Noa Munoz; father of Raymond (Luly) and Francisco (Nora) Munoz, Vilma (Mario) Cortes, Guillermo (Magaly) and Alejandro (Sheryl) Munoz. Brother of Raul Munoz and the late Juanito, Recaredo, Leonardo, and Jaime Munoz. Grandfather to 15 grandchildren and 4 great-grandchildren. He will be truly missed by all; now, therefore, be it

RESOLVED, that the City Council of the City of Elizabeth hereby expresses its condolences at the passing of Ramon Munoz; and be it

FURTHER RESOLVED, that this expression of our sympathy be recorded in full upon the minutes of City Council and a certified copy be sent to his family.

Which was adopted unanimously by a standing vote and minute of silent prayer.
BY CITY COUNCIL AS A WHOLE:

WHEREAS, the City Council of the City of Elizabeth has learned of the recent death of Ida May Copeland Gallman; and

WHEREAS, Ida was born in Plainfield, NJ, to the late Mary Shultz-Copeland and Charles Henry Copeland, Sr.; and

WHEREAS, Ida was a graduate of Plainfield High School class of 1955; and

WHEREAS, Ida married Daniel Gallman, Sr., in 1957 and from that union they were blessed with six beautiful children; and

WHEREAS, Ida began her career as a Nurse’s Aide. She received her nursing license from Union County College. She continued her career as a Licensed Practicing Nurse at St. Elizabeth Hospital, now known as Trinitas Regional Medical Center; and

WHEREAS, Ida retired from Trinitas in 2001 with over 39 years of dedicated service. She also worked as an LPN at Plaza Healthcare & Rehab Center and Amber Court in Elizabeth, NJ, for several years; and

WHEREAS, Ida was one of the original members of New Hope Memorial Baptist Church where she served on the Deaconess Board, Pastor’s Aide, Gospel Choir, and the Miracle and New Edition singing group of New Hope; and

WHEREAS, Ida was an active committee member for 14 years for the 5th Ward where she worked closely with Councilman William Gallman, Jr. She was also a member of the Block-Watch Association. She served her community well. Ida enjoyed being a member of the Stephen Sampson’s Center AARP, Golden Girls and Guys Steppers, and traveling with her husband and friends; and

WHEREAS, Ida was preceded in death by her loving husband, Deacon Daniel Gallman, Sr.; sisters: Rebecca Holmes and Florence Tolliver; brother: Charles Henry Copeland, Jr.; sisters-in-law: Mary Gallman, Elizabeth Pressey, and Lillie Mae Duke; brothers-in-law: James, Luther, Jr., and Milton Gallman, Fred Murphy, Sonny Holmes, and Ronald Tolliver; son-in-law, Allen Byron; step-mother, Alda Copeland; and

WHEREAS, Ida leaves to cherish fond memories with her daughters: Wanda Gallman, Kerrie Miller (Clarence), Donna Gallman, and April Byron; sons: Daniel Gallman, Jr., Carl Gallman, and step-son Derek Bryant; sisters-in-law: Eva Gallman (William), Mildred Land (David), and Flora Murphy; brother-in-law, William Henry Gallman (Frances); thirty-two grandchildren and thirty-three great-grandchildren; and many loving nieces, nephews, and close friends; now, therefore, be it

RESOLVED, that the City Council of the City of Elizabeth hereby expresses its condolences at the passing of Ida May Copeland to her family and friends; and be it

FURTHER RESOLVED, that this expression of our sympathy be recorded in full upon the minutes of City Council and a certified copy be sent to her family.

Which was adopted unanimously by a standing vote and minute of silent prayer.

Councilman Cuesta moved that the City Council do now adjourn,

Which was carried unanimously.

Whereupon Council President Gallman declared City Council adjourned

At 8:45 p.m.

APPROVED
William Gallman Jr.                                Yolanda M. Roberts
President of City Council                           Municipal Clerk