

The Minutes of the **Official Meeting** of the Township Committee of the Township of Cranford, County of Union, State of New Jersey on **May 28, 2019** at 7:44 p.m. in Council Chambers.

This meeting is in compliance with the “Open Public Meetings Act” as Adequate notice of this meeting has been provided by e-mailing the annual schedule of meetings to THE WESTFIELD LEADER, THE UNION COUNTY LOCAL SOURCE, THE STAR LEDGER, AND TAP INTO CRANFORD, by posting such annual meeting schedule on a bulletin board in the town hall reserved for such announcements and the filing of said notice with the Township Clerk of Cranford. Formal Action will be taken at this meeting.

Present: Mayor Patrick F. Giblin
Deputy Mayor Ann Dooley
Commissioner Thomas H. Hannen, Jr.
Commissioner Jean-Albert Maisonneuve
Commissioner Mary O’Connor

ABSENT: None

INVOCATION AND FLAG SALUTE

The invocation was led by Deputy Mayor Dooley, followed by the flag salute led by Girl Scouts of Cranford-Service Unit 48.

MINUTE APPROVAL

On motion of Deputy Mayor Dooley, seconded by Commissioner Maisonneuve and passed, the minutes of the Conference Meeting of April 9, 2019 and Official Meeting of April 30, 2019 were approved by indicated vote of the Township Committee:

Recorded vote:

Aye: Mayor Giblin, Deputy Mayor Dooley, Commissioners Maisonneuve, Hannen and O’Connor
Nay: None
Abstained: None
Absent: None

PAYMENT OF BILLS

On motion of Commissioner O’Connor, seconded by Commissioner Hannen and passed, the Bill List dated May 28, 2019, totaling \$366,900.85 was approved for payment by indicated vote of the Township Committee and is on file in the Office of the Township Clerk:

Recorded vote:

Aye: Mayor Giblin, Commissioners, Maisonneuve and O’Connor
Nay: None
Abstained: Deputy Mayor Dooley and Commissioner Hannen
Absent: None

MAYORAL ANNOUNCEMENTS

Gun Violence Awareness Day

WHEREAS, every day approximately 100 Americans are killed by gun violence and that on average there are approximately 13,000 gun homicides per calendar year; and

WHEREAS, Americans are 25 times more likely to be killed with guns than people in other high-income countries; and

WHEREAS, protecting public safety in the communities they serve is a Mayor’s highest priority; and

WHEREAS, support for the Second Amendment rights of law-abiding citizens is paramount and can coexist with common sense gun regulation; and

WHEREAS, Mayors and law enforcement officers know their communities best and are best positioned to understand how to keep their citizens safe and educated; and

WHEREAS, National Gun Violence Awareness Day was created after the January 2013 shooting of 15-year-old Hadiya Pendleton, a Chicago teen who was standing with her friends in a local playground after school. Had Ms. Pendleton lived, she would be now celebrating her 22nd birthday; and

WHEREAS, the idea was inspired by a group of Hadiya’s friends, who asked their classmates to commemorate her life by wearing orange. They chose this color because hunters wear orange for protection when in the woods and to announce that they are not the target and not to shoot at them; and
WHEREAS, to honor Hadiya and other victims of death by gun violence as well as the countless survivors who are injured by shootings every day, a national coalition of organizations has designated the first Friday in June as National Gun Violence Awareness Day; and

WHEREAS, all people can help raise awareness about the prevalence of gun violence in our country by joining the “Wear Orange” campaign by wearing orange on Friday June 7, 2019; and

WHEREAS, it is of the utmost importance to commit to reducing gun violence by taking reasonable and constructive actions to insure the safe and responsible usage of firearms and to commit to educating citizens on ways to keep firearms out of the wrong hands, all in order to keep our children, communities and loved ones safe.

NOW, THEREFORE BE IT RESOLVED, that Mayor Patrick Giblin of the Township of Cranford, State of New Jersey declares Friday June 7, 2019, to be recognized as National Gun Violence Awareness Day. All citizens of Cranford are encouraged to wear orange in commemoration of this day to show our solidarity in acknowledging the tragic effects of gun violence in our country and to honor and value all human lives.

Girl Scout Gold Award Recipient-Sarah Hoffman

WHEREAS, Sarah Hoffman of Cranford GSHNJ Service Unit 48 has completed all requirements to earn her Gold Award. The Gold Award rank is the highest earned rank in Girl Scouts; and

WHEREAS, Sarah has achieved each of the highest awards a Girl Scout can earn – the Bronze Award, the Silver Award and the Gold Award – for her dedicated leadership and service to her community. She has worked very hard over the past several years and has accomplished many things; and

WHEREAS, Girl Scout Hoffman has taken on many leadership roles: Class President for her school, Peer Leader to nine freshmen, a student board member for Memorial Sloan Kettering Kid’s Walk for Cancer, Safety Ambassador for her school and holds an internship with her school psychologist and another teacher to mentor third and fourth grade girls; and

WHEREAS, Sarah has always had a deep interest in history, so for her Gold Award project she chose to rectify the lack in local historical knowledge and make it accessible to the public by researching 24 important people, places or things and attached the video links to a QR code for all to see. She created a set of larger tiles with an image of each person, place or thing and an accompanying tile with a small informative paragraph. The tiles were formed into a large living historical mosaic which now hangs in the hallway of the Cranford Community Center;

NOW, THEREFORE, BE IT RESOLVED, that the Township Committee of the Township of Cranford commend and congratulate Sarah Hoffman for her outstanding achievement and wish her success in all her future endeavors.

Girl Scout Gold Award Recipient -Lauren Manning

WHEREAS, Lauren Manning of Cranford GSHNJ Service Unit 48 has completed all requirements to earn her Gold Award. The Gold Award rank is the highest earned rank in Girl Scouts; and

WHEREAS, Lauren has achieved each of the highest awards a Girl Scout can earn – the Bronze Award, the Silver Award and the Gold Award – for her dedicated leadership and service to her community, as well as Girl Scout Ambassador. She has worked very hard over the past several years and has accomplished many things; and

WHEREAS, Girl Scout Manning earned her Bronze Award by promoting the adoption of shelter animals and educating others on ways to keep pets out of shelters. She and her fellow scouts cleaned a shelter, collected donations of supplies and created a large wooden sign that was installed outside the building to help draw more people to adopt; and

WHEREAS, Lauren earned her Silver Award by helping the homeless in the local community by improving the chances of recently-homeless adults with families in finding employment. The biggest part of the project was to create a space suitable for use as an office with an area for children to facilitate job searches; and

WHEREAS, Lauren earned her Gold Award by focusing on current gender imbalance in the computer science field. Through a coding class she shared her passion for computing with rising fifth grade students from Colin Powell Elementary School in Union City, New Jersey with a goal to inspire the students to join the coding world while providing them with an opportunity they would not receive otherwise; and

WHEREAS, upon completion of her project, she created a website that includes a full tutorial of the class allowing anyone to complete the same lessons.

NOW, THEREFORE, BE IT RESOLVED, that the Township Committee of the Township of Cranford commend and congratulate Lauren Manning for her outstanding achievement and wish her success in all her future endeavors.

Girl Scout Gold Award Recipient -Lindsay Aschmies

WHEREAS, Lindsay Aschmies of Cranford GSHNJ Service Unit 48 has completed all requirements to earn her Gold Award. The Gold Award rank is the highest earned rank in Girl Scouts; and

WHEREAS, Lindsay has achieved each of the highest awards a Girl Scout can earn – the Bronze Award, the Silver Award and the Gold Award – for her dedicated leadership and service to her community. She has worked very hard over the past several years and has accomplished many things; and

WHEREAS, Girl Scout Aschmies earned her Bronze Award by promoting the adoption of shelter animals and to educate others on ways to keep pets out of shelters; and

WHEREAS, Lindsay earned her Silver Award by helping the homeless in the local community by improving the chances of recently-homeless adults with families in finding employment; and

WHEREAS, this year Lindsay earned her Gold Award by creating wildlife gardens to support local wildlife populations at the Christopher Academy in Westfield and updated the existing garden at the Christopher Academy in Scotch Plains. She also creating lessons and activities to teach children at schools about ways to support wildlife and taught the children about composting and why it is important; and

WHEREAS, upon completion of her project, both campuses implemented a composting plan following Lindsay's construction and donation of two-barrel composters. Lindsay also foresees that the gardens and composting will benefit many students in the upcoming years.

NOW, THEREFORE, BE IT RESOLVED, that the Township Committee of the Township of Cranford commend and congratulate Lindsay Aschmies for her outstanding achievement and wish her success in all her future endeavors.

Certificates of Recognition- Girl Scout Silver Award Recipients

FIVE MINUTE RECESS

INFORMAL MEETING

Mayor Giblin opened the informal meeting portion of the meeting and asked if there were any questions or comments. Hearing no comments, Mayor Giblin closed the informal meeting portion of the meeting.

ORDINANCES – Final Reading and Public Hearing

Ordinance No. 2019-05:

The Township Clerk read by title only Ordinance No. 2019-05 entitled, "BOND ORDINANCE TO AUTHORIZE THE MAKING OF VARIOUS PUBLIC IMPROVEMENTS AND THE ACQUISITION OF NEW ADDITIONAL OR REPLACEMENT EQUIPMENT AND MACHINERY, NEW COMMUNICATION AND SIGNAL SYSTEMS EQUIPMENT, NEW INFORMATION TECHNOLOGY EQUIPMENT AND NEW AUTOMOTIVE VEHICLES, INCLUDING ORIGINAL APPARATUS AND EQUIPMENT, IN, BY AND FOR THE TOWNSHIP OF CRANFORD, IN THE COUNTY OF UNION, STATE OF NEW JERSEY, TO APPROPRIATE THE SUM OF \$6,587,000 TO PAY THE COST THEREOF, TO APPROPRIATE VARIOUS GRANTS, TO MAKE A DOWN PAYMENT, TO AUTHORIZE THE ISSUANCE OF BONDS TO FINANCE SUCH APPROPRIATION, TO PROVIDE FOR THE ISSUANCE OF BOND ANTICIPATION NOTES IN ANTICIPATION OF THE ISSUANCE OF SUCH BONDS AND TO AMEND BOND ORDINANCE NO. 2017-05 ADOPTED MAY 23, 2017"

Said ordinance having been advertised and posted in accordance with law, Commissioner O'Connor opened the public hearing. Hearing no comments, Commissioner O'Connor closed the public hearing. On motion of Commissioner O'Connor seconded by Commissioner Hannen and passed, said ordinance was adopted by indicated vote of the Township Committee:

Recorded vote:

Aye: Mayor Giblin, Deputy Mayor Dooley, Commissioners Hannen, Maisonneuve and O'Connor

Nay: None

Abstained: None

Absent: None

ORDINANCES – Introduction

Ordinance No. 2019-06:

The Township Clerk read by title only Ordinance No. 2019-06 entitled, "AN ORDINANCE TO AMEND THE CODE OF THE TOWNSHIP OF CRANFORD, PART 1 ADMINISTRATIVE LEGISLATION, CHAPTER 6 ADMINISTRATION OF THE GOVERNMENT, ARTICLE XV ADMINISTRATOR; PART I ADMINISTRATIVE LEGISLATION, CHAPTER 6 ADMINISTRATION OF THE GOVERNMENT PART 5 OFFICES POSITIONS AND EMPLOYEES"

Said ordinance was introduced and approved on first reading on motion of Commissioner Maisonneuve, seconded by Deputy Mayor Dooley, and passed by the indicated vote of the Township Committee:

Recorded vote:

Aye: Mayor Giblin, Deputy Mayor Dooley, Commissioners Maisonneuve and O'Connor

Nay: Commissioner Hannen

Abstained: None

Absent: None

Final Reading and Public Hearing for Ordinance No. 2019-06 to be held July 9, 2019.

Ordinance No. 2019-07:

The Township Clerk read by title only Ordinance No. 2019-07 entitled, "AN ORDINANCE TO AMEND THE CODE OF THE TOWNSHIP OF CRANFORD, CHAPTER 255 LAND DEVELOPMENT, ARTICLE II: DEVELOPMENT ADMINISTRATION, SECTIONS 255-4 AND 255-7"

Said ordinance was introduced and approved on first reading on motion of Deputy Mayor Dooley, seconded by Commissioner Maisonneuve, and passed by the indicated vote of the Township Committee:

Recorded vote:

Aye: Mayor Giblin, Deputy Mayor Dooley, Commissioners Maisonneuve and O'Connor

Nay: Commissioner Hannen

Abstained: None

Absent: None

Final Reading and Public Hearing for Ordinance No. 2019-07 to be held July 9, 2019.

Ordinance No. 2019-08:

The Township Clerk read by title only Ordinance No. 2019-08 entitled, “AN ORDINANCE TO AMEND THE CODE OF THE TOWNSHIP OF CRANFORD, PART II GENERAL LEGISLATION, CHAPTER 367 STREETS AND SIDEWALKS, ARTICLE III, OBSTRUCTIONS AND ENCROACHMENTS”

Said ordinance was introduced and approved on first reading on motion of Commissioner Hannen, seconded by Deputy Mayor Dooley, and passed by the indicated vote of the Township Committee:

Recorded vote:

Aye: Mayor Giblin, Deputy Mayor Dooley, Commissioners Hannen, Maisonneuve and O’Connor

Nay: None

Abstained: None

Absent: None

Final Reading and Public Hearing for Ordinance No. 2019-08 to be held July 9, 2019.

RESOLUTIONS – By Consent Agenda

On motion of Deputy Mayor Dooley, seconded by Commissioner Maisonneuve and passed, the following resolutions were adopted by consent agenda:

Resolution No. 2019-206:

BE IT RESOLVED by the Township Committee of the Township of Cranford that the Mayor and Township Clerk be, and hereby are, authorized to execute an agreement with Garden State Fireworks, Inc., P.O. Box 403 Carlton Road, Millington, NJ 07946 for the display of fireworks in connection with the Township of Cranford’s Fourth of July Celebration; and

BE IT FURTHER RESOLVED that the fee for said services shall not exceed \$10,000 and shall be charged to Account No. T-15-00-000-110-000.

Resolution No. 2019-207:

BE IT RESOLVED, that the Township Committee of the Township of Cranford hereby ratifies, affirms and approves execution of a Temporary Access and Use Agreement with the County of Union by the Mayor and Township Clerk in connection with the Fireworks on July 2nd and the Fourth of July Firecracker “4 miler” and Fun Run on July 4th at Nomahegan Park.

Resolution No. 2019-208:

WHEREAS, the Township of Cranford wishes to purchase certain goods and services from an authorized vendor under the Educational Services Commission of New Jersey; and

WHEREAS, the purchase of goods and services by local contracting units is authorized by the Local Public Contracts Law, N.J. S. A. 40A:11-11; and

WHEREAS, Ben Shaffer & Associates, Inc., PO Box 844, Lake Hopatcong, New Jersey 07849 has been awarded ESCNJ 17/18-20 Co-op #65MCESCCPS for playground equipment/installation; and

WHEREAS, Ben Shaffer & Associates, Inc., will provide said equipment to the Township of Cranford at a cost of \$19,844.20; and

WHEREAS, pursuant to the N.J.A.C. 5:30-5.5(b), the Chief Financial Officer has certified that sufficient funds are available and appropriated for this purchase.

NOW THEREFORE, BE IT RESOLVED that the Township Committee of the Township of Cranford be and hereby approves an award of contract to Ben Shaffer & Associates, Inc. for the purchase of playground equipment/installation for Johnson Park at a cost not to exceed \$19,844.20 under ESCNJ 17/18-20 Co-op #65MCESCCPS; and

BE IT FURTHER RESOLVED that the Mayor and Township Clerk be and hereby are authorized and directed to execute documents in connection with said award of contract.

BE IT FURTHER RESOLVED that said contract amount shall be charged to Account No. G-01-41-700-144-280.

Resolution No. 2019-209:

WHEREAS, the Township of Cranford required Emergency Battery Back-up for the Parking Garage Lighting for the Township of Cranford; and

WHEREAS, the Township of Cranford requested quotes for Emergency Battery Back-up for the Parking Garage Lighting through a non-fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, the Purchasing Agent has determined and certified in writing that the value of the contract will exceed \$17,500; and

WHEREAS, Vision Line Group LLC, has submitted a proposal dated April 12th, 2019 indicating they will provide the Emergency Battery Back-up for the Parking Garage Lighting for \$25,112.00; and

WHEREAS, Vision Line Group LLC has completed and submitted a Business Entity Disclosure

Certification which certifies that Vision Line Group LLC has not made any reportable contributions to a political or candidate committee in the Township of Cranford in the previous one year, and that the contract will prohibit Vision Line Group LLC from making any reportable contributions through the term of the contract, and

WHEREAS, the Chief Financial Officer have certified to the availability of funds which is on file in the office of the Township Clerk.

NOW, THEREFORE, BE IT RESOLVED that the Township Committee of the Township of Cranford, authorizes the Purchasing Agent to enter into a contract with Vision Line Group LLC as described herein; and,

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and the Determination of Value to be placed on file with this resolution.

BE IT FURTHER RESOLVED that said contract amount shall be charged to Account No. C-04-17-005-000-203.

Resolution No. 2019-210:

BE IT RESOLVED by the Township Committee of the Township of Cranford that the salary, for Michael Davis, Communications Officer within the Police Department, be and hereby is set at \$42,306.54 effective June 6, 2019.

Resolution No. 2019-211:

BE IT RESOLVED, by the Township Committee of the Township of Cranford on the 28th day of May, 2019 that the Tax Collector has been authorized to refund tax overpayments for the reason noted:

State Appeal Judgement

Block 208 Lot 3, 104 Glenwood Road
John E., Jr & Cathleen A. Bender
Allyson M. Kasetta, Esq
50 Tice Boulevard
Woodcliff Lake, NJ 07677

Refund \$ 1,510.87
(9-01-55-000-010-028)

Resolution No. 2019-212:

BE IT RESOLVED by the Township Committee of the Township of Cranford on the 28th day of May, 2019 that the following checks will be refunded by the Tax Collector to the lien holder according to statutory requirements:

Redemption of Certificate# 16-00018

Block 434 Lot 18 – 335 South Union Ave.
D1 Softball
20 Glenside Terrace
Montclair, NJ 07043

Refund: \$48,016.26
(9-01-55-000-010-029)
Premium: \$43,000.00
(T-15-00-000-106-000)

Resolution No. 2019-213:

WHEREAS, Community Grants, Planning & Housing (CGP&H) provides Administrative Agent Services to the Township of Cranford and serves as the Administrator of the Township's Home Improvement Program; and,

WHEREAS, CGP&H has conducted the procurement process on behalf of the Township of Cranford, pursuant to the duties and responsibilities outlined in their Professional Services Contract, for certain improvements in connection with Cranford Township Home Improvement Program Case No. CRANF-1903, located at 11 Wall St., Cranford, New Jersey 07016, Block 595, Lot 3.01 of the tax map of the Township of Cranford; and,

WHEREAS, the Qualified Purchasing Agent has consented to the recommendation of award issued by CGP&H, and further recommends award by the governing body for tracking and accounts payable purposes.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Township of Cranford, County of Union, State of New Jersey hereby awards a contract to Severe Structures, LLC, located at 38 Delaware Ave., Passaic, NJ 07055 in the amount not to exceed \$18,400.00 for the project Township of Cranford Home Improvement Program Case No. CRANF-1903, located at 11 Wall St., Cranford, NJ 07016, Block 595, Lot 3.01 of the tax map of the Township of Cranford.

BE IT FURTHER RESOLVED that said contract amount shall be charged to Account No. T-23-00-000-101-000.

Resolution No. 2019-214:

WHEREAS, an application has been filed by Christopher Quigley, 5 Normandie Place, Cranford, New Jersey, for a limousine/livery service vehicle license for Quigley Transportation Corp.; and

WHEREAS, the submitted vehicle license application form is complete in all respects, and the fees have been paid, and

WHEREAS, the applicant has complied with the provisions of N.J.S.A. 48:16-13 et seq. with respect to proof of insurance.

NOW, THEREFORE BE IT RESOLVED that the Township Committee of the Township of Cranford does hereby approve, retroactive to May 23, 2019, the issuance of a limousine/livery service vehicle

license to Christopher Quigley (dba Quigley Transportation Corp/Clover Coaches Quigley Transportation Corp.) for a license term ending December 31, 2019.

Resolution No. 2019-215:

WHEREAS, an application has been filed by Gregory Ryan, 205 North Avenue West, Cranford, New Jersey, for a limousine/livery service vehicle license for Ryan and Riley Limousine Incorporated; and **WHEREAS**, the submitted vehicle license application form is complete in all respects, and the fees have been paid, and

WHEREAS, the applicant has complied with the provisions of N.J.S.A. 48:16-13 et seq. with respect to proof of insurance.

NOW, THEREFORE BE IT RESOLVED that the Township Committee of the Township of Cranford does hereby approve, retroactive to May 23, 2019, the issuance of a limousine/livery service vehicle license to Gregory Ryan (dba Ryan and Riley Limousine Incorporated) for a license term ending December 31, 2019.

Resolution No. 2019-216:

RESOLUTION ADOPTING THE TOWNSHIP EMERGENCY OPERATIONS PLAN

WHEREAS, State of New Jersey Office of Emergency Management Directive 101 requires the Township of Cranford to submit an updated Emergency Operations Plan on a quadrennial basis to the County Office of Emergency Management and the State Office of Emergency Management, for their review; and

WHEREAS, The Cranford Office of Emergency Management has completed a substantial update of the Emergency Operations Plan, pursuant to the guidance set forth in Federal Emergency Management Agency's Comprehensive Preparedness Guide (CPG) 101 and the National Incident Management System (NIMS); and,

WHEREAS, Cranford's Office of Emergency Management has submitted this updated plan and received the approvals of the State and Union County Offices of Emergency Management;

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Township of Cranford that:

- (1) The Township Emergency Operations Plan is hereby adopted; and
- (2) The Mayor and Emergency Management Coordinator are hereby authorized to sign the Emergency Operations Plan Statement of Approval.

Resolution No. 2019-217:

WHEREAS, the Township of Cranford wishes to purchase certain goods and services from an authorized vendor under the State of New Jersey Cooperative Purchasing Program; and

WHEREAS, the purchase of goods and services by local contracting units is authorized by the Local Public Contracts Law, N.J. S. A. 40A:11-12; and

WHEREAS, Ben Shaffer & Associates, Inc., PO Box 844, Lake Hopatcong, New Jersey 07849 has been awarded New Jersey State Contract #16-FLEET-00135 for playground safety surfacing/matting; and

WHEREAS, Ben Shaffer & Associates, Inc., will provide said equipment to the Township of Cranford at a cost of \$2,371.05; and

WHEREAS, pursuant to the N.J.A.C. 5:30-5.5(b), the Chief Financial Officer has certified that sufficient funds are available and appropriated for this purchase.

NOW THEREFORE, BE IT RESOLVED that the Township Committee of the Township of Cranford be and hereby approves an award of contract to Ben Shaffer & Associates, Inc. for the purchase of playground safety surfacing/matting for Johnson Park at a cost not to exceed \$2,371.05 under New Jersey State Contract #16-FLEET-00135; and

BE IT FURTHER RESOLVED that the Mayor and Township Clerk be and hereby are authorized and directed to execute documents in connection with said award of contract.

BE IT FURTHER RESOLVED that said contract amount shall be charged to Account No. G-01-41-700-144-280.

Resolution No. 2019-218:

Moved to Roll Call Vote (see below)

Resolution No. 2019-220:

WHEREAS, the Township of Cranford advertised a Request for Qualifications (RFQ) for the Provision of Legal and Other Professional Services through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et. seq; and

WHEREAS, John DeMassi, Esq. of Schiller & Pittenger, and Jared B. Weiss, Esq. of Fruchter, Weiss & Associates, submitted responses and were deemed to have the background, experience and qualifications which satisfy the criteria set forth in the RFQ; and

WHEREAS, the Township of Cranford appointed John DeMassi, Esq. as principle Public Defender and Jared B. Weiss, Esq. as alternate Public Defender; and

WHEREAS, the Chief Financial Officer and the Director of Finance have certified the availability of funds which is on file in the office of the Township Clerk; and

WHEREAS, John DeMassi, Esq. has resigned from his role as Public Defender effective May 1, 2019; and

WHEREAS, the Township of Cranford recognizes and appreciates John DeMassi's service as Public Defender since 1997.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Cranford as follows:

1. The Township of Cranford, accepts, with regrets, the resignation of John DeMassi, Esq.; and
2. Jared B. Weiss, Esq. is hereby designated as principle Public Defender for the remainder of the one-year term ending December 31, 2019; and
3. Jared B. Weiss, Esq., be and hereby, is awarded a contract to provide all regular and routine activities of a public defender at a cost not to exceed \$4,800.00 during his term as Public Defender; and
4. The Mayor and Municipal Clerk are hereby authorized and directed to execute a contract with Jared B. Weiss, Esq.
5. This contract is awarded pursuant to the "fair and open" process (N.J.S.A. 19:44A-20.5 et seq.)

BE IT FURTHER RESOLVED that said contract amount shall be charged to Account No. T-15-00-000-103-000.

Recorded vote:

Aye: Mayor Giblin, Deputy Mayor Dooley, Commissioners Hannen, Maisonneuve and O'Connor

Nay: None

Abstained: None

Absent: None

RESOLUTION – By Roll Call Vote

On motion of Commissioner O'Connor, seconded by Deputy Mayor Dooley and passed, the following resolution was adopted by roll call vote:

Resolution No. 2019-218:

RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF CRANFORD, IN THE COUNTY OF UNION, NEW JERSEY, COVENANTING TO COMPLY WITH THE PROVISIONS OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, APPLICABLE TO THE EXCLUSION FROM GROSS INCOME FOR FEDERAL INCOME TAX PURPOSES OF INTEREST ON OBLIGATIONS ISSUED BY THE TOWNSHIP OF CRANFORD AND AUTHORIZING THE MAYOR, TOWNSHIP CLERK, CHIEF FINANCIAL OFFICER AND OTHER TOWNSHIP OFFICIALS TO TAKE SUCH ACTION AS THEY MAY DEEM NECESSARY OR ADVISABLE TO EFFECT SUCH COMPLIANCE AND DESIGNATING A \$9,700,000 BOND ANTICIPATION NOTE, DATED MAY 17, 2019, PAYABLE MAY 15, 2020, AS A "QUALIFIED TAX-EXEMPT OBLIGATION" PURSUANT TO SECTION 265(b)(3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED

WHEREAS, the Township of Cranford, in the County of Union, New Jersey (the "Township") from time to time issues bonds, notes and other obligations the interest on which is excluded from gross income for Federal income tax purposes and desires to take such action as may be necessary or advisable to establish and maintain such exclusion; and

WHEREAS, the Internal Revenue Code of 1986, as amended (the "Code"), contains provisions with respect to the exclusion from gross income for Federal income tax purposes of interest on obligations, including provisions, among others, which require issuers of tax-exempt obligations, such as the Township to account for and rebate certain arbitrage earnings to the United States Treasury and to take other action to establish and maintain such Federal tax exclusion; and

WHEREAS, the Township intends to issue a \$9,700,000 bond anticipation note, dated May 17, 2019 and payable May 15, 2020 (the "Note"); and

WHEREAS, the Township desires to designate the Note as a "qualified tax-exempt obligation" pursuant to Section 265(b)(3) of the Code;

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Cranford, in the County of Union, New Jersey, as follows:

SECTION 1. The Township Committee hereby covenants on behalf of the Township, to the extent permitted by the Constitution and the laws of the State of New Jersey, to do and perform all acts and things permitted by law and necessary to assure that interest paid on bonds, notes or other obligations of the Township (including the Note) be and remain excluded from gross income of the owners thereof for Federal income tax purposes pursuant to Section 103 of the Code.

SECTION 2. The Mayor, Township Clerk, Chief Financial Officer and other officials of the Township are hereby authorized and directed to take such action, make such representations and give such assurances as they may deem necessary or advisable to effect compliance with the Code.

SECTION 3. The Note is hereby designated as a "qualified tax-exempt obligation" for the purpose of Section 265(b)(3) of the Code.

SECTION 4. It is hereby determined and stated that (1) the Note is not a "private activity bond" as defined in the Code and (2) the Township and its subordinate entities, if any, do not reasonably anticipate issuing

in excess of \$10 million of new money tax-exempt obligations (other than private activity bonds) during the calendar year 2019.

SECTION 5. It is further determined and stated that the Township has not, as of the date hereof, issued any tax-exempt obligations (other than the Note) during the calendar year 2019.

SECTION 6. The Township will, to the best of its ability, attempt to comply with respect to the limitations on issuance of tax-exempt obligations pursuant to Section 265(b)(3) of the Code; however, said Township does not covenant to do so, and hereby expressly states that a covenant is not made hereby.

SECTION 7. The issuing officers of the Township are hereby authorized to deliver a certified copy of this resolution to the original purchaser of the Note and to further provide such original purchaser with a certificate of obligations issued during the calendar year 2019 dated as of the date of delivery of the Note.

SECTION 8. This resolution shall take effect immediately upon its adoption.

Recorded vote:

Aye: Deputy Mayor Dooley, Commissioners Hannen, Maisonneuve and O'Connor

Nay: None

Abstained: Mayor Giblin

Absent: None

On motion of Commissioner O'Connor, seconded by Commissioner Maisonneuve and passed, the following resolution was adopted by roll call vote:

Resolution No. 2019-219:

RESOLUTION OF THE TOWNSHIP OF CRANFORD, IN THE COUNTY OF UNION, NEW JERSEY, DETERMINING THE FORM AND OTHER DETAILS OF ITS "NOTE RELATING TO THE CONSTRUCTION FINANCING LOAN PROGRAM OF THE NEW JERSEY INFRASTRUCTURE BANK", TO BE ISSUED IN THE PRINCIPAL AMOUNT OF UP TO \$3,500,000, 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 TOWNSHIP OF CRANFORD IN FAVOR OF THE NEW JERSEY INFRASTRUCTURE BANK, ALL PURSUANT TO THE NEW JERSEY INFRASTRUCTURE BANK CONSTRUCTION FINANCING LOAN PROGRAM

WHEREAS, the Township of Cranford (the "Local Unit"), in the County of Union, New Jersey, has determined that there exists a need within the Local Unit to acquire, construct, renovate or install a certain project which consists of Phase 2B of the storm drainage and flood management improvement projects (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 "Environmental Infrastructure Financing Program") of the New Jersey Infrastructure Bank (the "I-Bank");

WHEREAS, the Local Unit has determined to temporarily finance the acquisition, construction, renovation or installation of the Project prior to the closing with respect to the Environmental 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 Loan Program of the I-Bank (the "Construction Financing Loan 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 Loan Program, it is the desire of the Local Unit to issue and sell to the I-Bank its "Note Relating to the Construction Financing Loan Program of the New Jersey Infrastructure Bank" in the principal amount of up to \$3,500,000 (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 herein.

NOW, THEREFORE, BE IT RESOLVED by 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 a bond ordinance of the Local Unit, finally adopted on July 12, 2016 and entitled: "BOND ORDINANCE TO AUTHORIZE THE UNDERTAKING OF PHASE 2B OF THE STORM DRAINAGE AND FLOOD MANAGEMENT IMPROVEMENT PROJECTS IN, BY AND FOR THE TOWNSHIP OF CRANFORD, IN THE COUNTY OF UNION, STATE OF NEW JERSEY, TO APPROPRIATE THE SUM OF \$3,500,000 TO PAY THE COST THEREOF, TO AUTHORIZE THE ISSUANCE OF BONDS TO FINANCE SUCH APPROPRIATION AND TO PROVIDE FOR THE ISSUANCE OF BOND ANTICIPATION NOTES IN ANTICIPATION OF THE ISSUANCE OF SUCH BONDS", 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(h) 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 \$3,500,000;
- (b) the maturity of the Note shall be as determined by the I-Bank, and the Note may be renewed from time to time as may be 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-19-1”;
- (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 under 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.

Section 6. The law firm of Rogut McCarthy LLC is hereby authorized to arrange for the printing of the Note, which law firm may authorize McCarter & English, LLP, bond counsel to the I-Bank for the Construction Financing Loan Program, to arrange for same.

Section 7. 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 Local Unit Clerk, 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 the issuance and sale of the Note and the participation of the Local Unit in the Construction Financing Loan 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 and the participation of the Local Unit in the Construction Financing Loan Program.

Section 8. This resolution shall take effect immediately.

Section 9. Upon the adoption hereof, the Local Unit Clerk shall forward certified copies of this resolution to Rogut McCarthy LLC, bond counsel to the Local Unit, David Zimmer, Executive Director of the I-Bank, and Richard T. Nolan, Esq., McCarter & English, LLP, bond counsel to the I-Bank.

TOWNSHIP OF CRANFORD

NOTE

RELATING TO:

THE CONSTRUCTION FINANCING LOAN PROGRAM OF THE NEW JERSEY INFRASTRUCTURE BANK

\$ _____, 2019

CFP-19-1

FOR VALUE RECEIVED, the **TOWNSHIP OF CRANFORD**, 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 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 Borrower, 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 L.P. (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 Borrower and approved by the NJDEP, in a form to be determined by the I-Bank and the NJDEP.

“Maturity Date” means _____, 20____, 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 Facilities of the Borrower 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) **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.

(c) **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.

(d) **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, 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 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, its Environmental Infrastructure System or its properties or operations are subject. The Borrower 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.

(e) Reliance. The Borrower hereby acknowledges that the I-Bank is making the Loan to the Borrower pursuant to the terms hereof in reliance upon each of the representations of the Borrower set forth in this Section 2.

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 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.

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

(e) Operation and Maintenance of Environmental Infrastructure System. The Borrower covenants and agrees that it shall maintain its 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 its 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 its Environmental Infrastructure System, in an amount that will satisfy all applicable regulatory requirements. The Borrower covenants and agrees that it shall include, or cause to be included, the I-Bank as an additional “named insured” on any certificate of liability insurance procured by the Borrower and by any contractor or subcontractor for the Project.

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

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

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.

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; and (iv) 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.

SECTION 8. Certain Miscellaneous Provisions. The Borrower hereby acknowledges and agrees as follows: (a) all notices hereunder shall be deemed given when hand delivered or when mailed by registered or certified mail, postage prepaid, to the Borrower at the following address: Township of Cranford, Municipal Building, 8 Springfield Avenue, Cranford, New Jersey 07016, 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.

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

TOWNSHIP OF CRANFORD

[SEAL]

ATTEST:

By: _____
Mayor

Township Clerk

By: _____
Chief Financial Officer

EXHIBIT A-2

Loan Disbursements

Date of Loan Disbursement	Amount of Disbursement: I-Bank Portion	Amount of Disbursement: Fund Portion

Recorded vote:

Aye: Deputy Mayor Dooley, Commissioners Hannen, Maisonneuve and O'Connor

Nay: None

Abstained: Mayor Giblin

Absent: None

PUBLIC COMMENTS

Mayor Giblin opened the public comments portion of the meeting and asked if there were any questions or comments. Hearing no comments, Mayor Giblin closed the public comment portion of the meeting.

PROFESSIONAL COMMENTS

Township Clerk Patricia Donahue

- Reminded voters that Primary Election Day is June 4, 2019. Provided contact information.

Township Administrator Jamie Cryan

- Announced that an Affordable Housing link will be added to the Township website starting tomorrow. Provided information;
- Thanked the Township Committee for allowing his absence at the May 14, 2019 Official Meeting. His wife and new baby daughter are doing well.

PSE&G UPDATE:

Mayor Giblin

Read a statement issued by PSE&G. "An extensive technical analysis has been conducted regarding the construction of high voltage poles along the railway. A meeting was conducted with the railway representatives last week. Although PSE&G's potential usage of this right-of-way is currently being evaluated by the railway, PSE&G continues to examine whether or not the rerouting along the right-of-way would afford adequate access for construction and ongoing maintenance. The upfront engineering and project coordination is both critical and extremely time intensive. PSE&G is working hard to reach a decision which will be based upon feedback from the railroad and internal analysis on access issues. Thanks everyone for their continued cooperation as PSE&G tries to reach a resolution." Mentioned that a weekly meeting has been set up to monitor progress. Explained that PSE&G will need more time to reach a resolution past the proposed deadline of the end of May. Encouraged the public to continue reaching out to all elected officials on this matter.

Deputy Mayor Dooley

Mentioned that members of the Township Committee had the opportunity to speak with Governor on May 22, 2019. She also spoke with the Governor's office last week and this week. The Governor's Office has been in contact with the Board of Public Utilities. Assured the public that the Township Committee is being proactive. Stated that the Board of Public Utilities believes that there will be a challenge with the height restrictions. Will keep the public updated of any new information received.

COMMISSIONER REPORTS/COMMENTS

Commissioner Mary O'Connor

- Congratulated the girl scouts on their achievements. The projects were amazing and the young ladies are wonderful role models for the community;
- Discussed the Cranford Family Weekend event that was held. Mentioned that it was a success and thanked everyone that was involved;
- Announced that the Centennial Village Velocity 5K will be held June 2, 2019. Provided information for those interested in participating;
- Discussed the Memorial Day Parade. Thanked Parks and Recreation Director Robertazzi for coordinating the event and VFW Post No. 335 for their service and sacrifice.

Commissioner Thomas H. Hannen, Jr.

- Thanked “Moms Demand Action” for attending tonight’s meeting. It is important that the public keeps the ability to limit gun violence in our society to a minimum. Thanked them for reminding the public of this;
- Congratulated the girl scouts on their achievements;
- Voiced his concerns with PSE&G’s proposal. Discussed PSE&G’s concern with running the high-tension wires along the railroad because of their ability to access the lines and maintain them. Pointed out that there are existing high-tension lines that are currently running along the railroad tracks that are currently being serviced.

Commissioner Jean-Albert Maisonneuve

- Thanked everyone who attended the Memorial Day Parade. Found the event to be remarkable and humbling;
- Thanked the Girl Scouts for the service they provide to the community;
- Thanked “Moms Demand Action” for attending tonight’s meeting. Was taken by how the gun violence affects the communities. Discussed a night out with his wife where they both thought of an action plan in case of an incident. Encouraged everyone to come out on June 8th and wear orange in support of Gun Violence Awareness.

Deputy Mayor Dooley

- Congratulated the Girl Scouts on their achievements. These awards show persistence and resilience which are fantastic traits to carry with you throughout your life;
- Announced that June 9, 2019 will be the Annual Tuff Paddle event. Discussed the event provided information for those interested in participating;
- Announced that the Municipal Pools are open. Encouraged everyone to join;
- Announced that “Celebrate Cranford” will also be held on June 9, 2019. Encouraged the public to attend;
- Discussed the Memorial Day celebration and thanked everyone that was involved. Also thanked the veterans for their service.

Mayor Patrick Giblin

- Discussed a survey conducted by the Board of Education regarding possible changes. There was a large response which shows how engaged the community is. Expects the data to be formalized with some action steps by June. Encouraged residents to follow the Board of Education website for updates. Also thanked the residents that took the time to participate with the survey;
- Discussed the Cranford Family Weekend event hosted by the Municipal Alliance. Read the Municipal Alliance’s “Parent’s Pledge”. Encouraged all parents to take an active role and sign the pledge;
- Spoke about the Memorial Day Parade and congratulated the Grand Marshall. Thanked everyone involved and all the veterans for their service.

On motion of Commissioner Hannen, seconded by Deputy Mayor Dooley and passed, the Township Committee returned to Room 108 at 8:42 PM.

Respectfully submitted,

Patricia Donahue, RMC
Township Clerk

Date: May 28, 2019