

TOWNSHIP OF IRVINGTON



MUNICIPAL COUNCIL MEETING MINUTES JANUARY 27, 2025 7:30 PM

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Appointments

Virtual - Zoom Meetings
Administration

1. PLEDGE OF ALLEGIANCE

2. MOMENT OF SILENCE

3. ROLL CALL

ROLL CALL	PRESENT	ABSENT	LATE ARRIVAL	EARLY DEPARTURE
Antilus	X (After Swear In)			
Brown	X			
Dr. Frederic	X			
Dr. Hudley	X			
Vauss	X			
Vick	X			
Beasley, President		X		

Acting Council President Dr. October Hudley reads the following Statement of Proper Notice Pursuant to the Sunshine Law.

In accordance with the Open Public Meetings Act, adequate notice of this virtual meeting has been provided to the Irvington Herald and Star Ledger, posted on the Municipal Bulletin Board, the township's website, and filed in the Office of the Municipal Clerk.

4. HEARING OF CITIZENS ON AGENDA ITEMS ONLY

- Limited to (3) three minutes per person and (30) thirty minutes total (MUST SIGN UP IN ADVANCE OF MEETING)

Robert Shaw Sr, 57 Coit Street

**** RESOLUTIONS AND MOTIONS (Appointment of Interim Council Member and ABC Chair)**

Frederic – Hudley 1. Resolution Authorizing the Appointment of Interim West Ward Council Member – Luis Antilus
(Immediate Swear in of New Interim West Ward Council Member)

Resolution Authorizing the Appointment of Interim West Ward Council Luis Antilus

WHEREAS, a vacancy exists in the membership of the Municipal Council for the West Ward Council Member by virtue of the fact that West Ward Council Member Vernal “Vern” C. Cox Sr. resigned effective December 31, 2024; and

WHEREAS, N.J.S.A. 40A:16-4(b) provides that in the case of a vacancy in the membership of the governing body of a municipality holding regular municipal elections, the vacancy may be filled temporarily by appointment of the governing body until the next general or regular municipal election, whichever comes first, occurring not less than 60 days from the date of the vacancy:

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that Luis Antilus, 18 Essex Street, is hereby appointed as West Ward Council Member for a term to commence on January 27, 2025 and to expire upon the election of a qualified successor to said office at the November 4, 2025 General Election, pursuant to N.J.S.A. 40A:16-4(b).

Adopted
Absent: Beasley

At this point, the Oath of Office was administered by Municipal Clerk Supel to Council Member Antilus.

REMARKS: Honorable Luis Antilus, Interim West Ward Council Member

Presentation to Outgoing West Ward Council Member Vern Cox

REMARKS: Honorable Tony Vauss, Mayor

**Honorable Vern Cox, Former West Ward Council Member
Honorable Darlene Brown, Council Member-At-Large
Honorable Dr. Charnette Frederic, Council 2nd Vice President
Honorable Anthony A. Vauss, Jr., Council Member-At-Large
Honorable Orlander G. Vick, North Ward Council Member
Honorable Dr. October Hudley, Acting Council President**

Vick – Brown 2. Resolution Authorizing the Appointment of Alcoholic Beverage Control Board
Chairperson Jamillah Z. Beasley, South Ward Council Member

**Resolution Authorizing the Appointment of
Alcoholic Beverage Control Board Chairperson
Jamillah Z. Beasley, South Ward Council Member**

WHEREAS, Article III, 158-29 of the Irvington Township Revised Code provides that the Municipal Council of the Township of Irvington shall constitute the Alcoholic Beverage Control Board of the Township of Irvington; and

WHEREAS, the Alcoholic Beverage Control Board requires a Chairperson to conduct its meetings and preside over its deliberations:

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that Jamillah Z. Beasley, South Ward Council Member is hereby designated as Chairperson of the Alcoholic Beverage Control Board of the Township of Irvington commencing on January 27, 2025 by virtue of the fact that West Ward Council Member Vernal “Vern” C. Cox Sr. resigned as West Ward Council Member, effective December 31, 2024.

Adopted
Abstain: Antilus
Absent: Beasley

5. HEARING OF COUNCIL MEMBERS

No Council Members requested to be heard.

6. REPORTS & RECOMMENDATIONS OF TOWNSHIP OFFICERS, BOARDS & COMMISSIONS

A. Reports

1. Municipal Court Administrator Deshanaye Alexander-Sanders - Weekly Summary Report for the Week of December 30, 2024 to January 3, 2025
2. Municipal Court Administrator Deshanaye Alexander-Sanders - Weekly Summary Report for the Week of January 6, 2025 to January 10, 2025
3. A/Health Director Baffour Asare – Report of the January 9, 2025 Ad Hoc Health Committee Meeting
4. Recreation Director Donald Malloy – Report of the January 9, 2025 Recreation Committee
5. Joint Meeting – Report of Audit on the Financial Statements of the Joint Meeting of Essex & Union Counties for the Years Ended December 31, 2023 and 2022
6. Joint Meeting – 2025 Capital Improvement Assessment
7. Community Development Dept. Rep. Attiya Pennix – Report of the January 15, 2025 Redevelopment Committee Meeting
8. Business Administrator Musa Malik, Esq. – Report of the January 16, 2025 Finance Committee Meeting
9. Joint Meeting – 2025 Assessment Report Correspondence
10. A/Municipal Court Director Johnson – Municipal Court Collection Project Report 2024

11. Municipal Court Administrator Deshanaye Alexander-Sanders - Weekly Summary Report for the Week of January 13, 2025 to January 17, 2025

7. REPORTS OF COMMITTEES

None

ALL ITEMS LISTED ON THE CONSENT AGENDA ARE CONSIDERED ROUTINE BY THE MUNICIPAL COUNCIL AND HAVE BEEN LISTED FOR ONE ROLL CALL VOTE FOR ADOPTION OF ALL ITEMS

8. ORDINANCES, BILLS & CLAIMS

A. Ordinances on First Reading

Vick – Brown 1. Ordinance Authorizing the Execution of a Financial Agreement With 14 Bruen Avenue Urban Renewal LLC, and Granting a Tax Exemption With Respect to Certain Property Identified on the Township’s Tax Map as Block 209, Lot 16 and Located at 14 Bruen Avenue

MC 2025-_____

ORDINANCE OF THE TOWNSHIP OF IRVINGTON, IN THE COUNTY OF ESSEX, AUTHORIZING THE EXECUTION OF A FINANCIAL AGREEMENT WITH 14 BRUEN AVENUE URBAN RENEWAL LLC, AND GRANTING A TAX EXEMPTION WITH RESPECT TO CERTAIN PROPERTY IDENTIFIED ON THE TOWNSHIP’S TAX MAP AS BLOCK 209, LOT 16 AND LOCATED AT 14 BRUEN AVENUE, IRVINGTON, NEW JERSEY

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

WHEREAS, by resolutions duly adopted in accordance with the Redevelopment Law, the Township Council designated certain properties within the East Ward of the Township as an area in need of redevelopment (the “**Redevelopment Area**”); and

WHEREAS, the Redevelopment Law authorizes municipalities to adopt a redevelopment plan for an area designated as an “area in need of redevelopment” pursuant to which redevelopment projects are to be undertaken; and

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

WHEREAS, pursuant to *N.J.S.A. 40A:12A-4*, the Township has determined to act as the “redevelopment entity”, as such term is defined at *N.J.S.A. 40A:12A-3*, responsible for carrying out redevelopment projects within the Redevelopment Area in accordance with the Redevelopment Plan, pursuant to *N.J.S.A. 40A:12A-4(c)*; and

WHEREAS, 14 Bruen Avenue Urban Renewal, LLC (the “Entity”) is the owner of certain property located within the Redevelopment Area, which property is identified on the official tax map of the Township

as Block 209, Lot 16 and identified in the Township tax records as 14 Bruen Avenue (the “**Property**”, as further described in Schedule A attached hereto and made a part hereof); and

WHEREAS, the Entity has submitted to the Township its plans for the design, development, financing, construction and maintenance of a new low-rise, multi-family, three (3) story garden apartment building, consisting of twelve (12) market-rate residential rental units, comprised of 12 studio units (ranging from 500-750 sq. ft); 6 ground-level parking spaces; and certain other on-site and offsite improvements on the Property (the “**Project**”, as more fully described in Schedule B attached hereto and made a part hereof); and

WHEREAS, the Entity is a single purpose urban renewal entity created pursuant to the Exemption Law for the development, operation and maintenance of the Project; and

WHEREAS, in order to improve the feasibility of the Project, the Entity submitted an application (the “**Application**”, attached hereto as Exhibit A), requesting a long-term tax exemption and a financial agreement with respect to the Project pursuant to the Exemption Law, which Application is on file with the Municipal Clerk of the Township (the “**Township Clerk**”); and

WHEREAS, as further described herein, the Township has determined that the assistance provided to the Project pursuant to this Agreement will be a significant inducement for the Entity to proceed with the Project and that based on information set forth in the Application, the Project would not be feasible without such assistance; and

WHEREAS, after review of the Application, the Mayor recommended that the Application be approved; and

WHEREAS, after review of the Application, the Township Council now desires to approve the Application and to authorize the execution of the proposed form of financial agreement (the “**Financial Agreement**”) in substantially the form attached hereto as Exhibit A, and by this reference incorporated herein as may be modified in consultation with counsel as set forth herein; and

WHEREAS, the Township hereby determines that the assistance provided to the Project pursuant to the Financial Agreement will be a significant inducement for the Entity to proceed with the Project and that based on information set forth in the Application, the Project would not be feasible without such assistance,

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

I. GENERAL

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

II. APPLICATION FOR EXEMPTION APPROVED

The Application, which is on file with the Township Clerk and which has been recommended for approval to the Township Council by the Mayor, is hereby accepted and approved.

III. EXECUTION OF FINANCIAL AGREEMENT AUTHORIZED

- (a) The Mayor is hereby authorized to execute the Financial Agreement, substantially in the form attached hereto as Exhibit A, subject to modification or revision deemed necessary or appropriate by the Township in consultation with counsel, and to take all other necessary or appropriate action to effectuate such Financial Agreement.

- (b) The Township Clerk is hereby authorized and directed, upon the execution of the Financial Agreement in accordance with the terms of Section III(a) hereof, to attest to the signature of the Mayor upon such document and is hereby further authorized and directed to affix the corporate seal of the Township upon such document.
- (c) In accordance with P.L. 2015, c. 247, within ten (10) calendar days following the later of the effective date of this Ordinance or the execution of the Financial Agreement by the Entity, the Township Clerk shall transmit a certified copy of this Ordinance and the Financial Agreement to the chief financial officer of Essex County and to the Essex County Counsel for informational purposes, as well as to the Tax Assessor of the Township.

IV. SEVERABILITY

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

V. AVAILABILITY OF THE ORDINANCE

A copy of this Ordinance shall be available for public inspection at the offices of the Township.

VI. EFFECTIVE DATE

This Ordinance shall take effect according to law.

EXHIBIT A

Form of Financial Agreement

Adopted

Abstain: Antilus

Absent: Beasley

Vick – Brown 2. Ordinance Approving a Tax Exemption for a Thirty (30) Year Period and to Authorize the Thirty (30) Year Exemption and Authorizing the Execution of a Financial Agreement for Payments In Lieu of Taxes Between the Township and Springfield Gateway Partners Urban Renewal LLC, and Authorizing a Pledge Agreement and Other Documents in Connection With the Issuance by the Township of its Redevelopment Area Bonds in an Amount Not To Exceed \$250,000.00 To Finance a Portion of the Costs of Such Redevelopment Project

ORD. No. ____-2024

THIS ORDINANCE SECURES BONDS OR OTHER OBLIGATIONS ISSUED IN ACCORDANCE WITH THE PROVISIONS OF THE “REDEVELOPMENT AREA BOND FINANCING LAW” AND THE LIEN HEREOF IN FAVOR OF THE OWNERS OF SUCH BONDS OR OTHER OBLIGATIONS IS A MUNICIPAL LIEN SUPERIOR TO ALL OTHER NON-MUNICIPAL LIENS HEREINAFTER RECORDED.

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON TO APPROVE A TAX EXEMPTION FOR A THIRTY (30) YEAR PERIOD AND TO AUTHORIZE THE

THIRTY (30) YEAR EXEMPTION AND AUTHORIZING THE EXECUTION OF A FINANCIAL AGREEMENT FOR PAYMENTS IN LIEU OF TAXES BETWEEN THE TOWNSHIP AND SPRINGFIELD GATEWAY PARTNERS URBAN RENEWAL LLC, AND AUTHORIZING A PLEDGE AGREEMENT AND OTHER DOCUMENTS IN CONNECTION WITH THE ISSUANCE BY THE TOWNSHIP OF ITS REDEVELOPMENT AREA BONDS IN AN AMOUNT NOT TO EXCEED \$250,000 TO FINANCE A PORTION OF THE COSTS OF SUCH REDEVELOPMENT PROJECT.

WHEREAS, the property located at 749-755 & 759-763 Springfield Avenue, designated as Block 162, Lots 15-17 and 19-25 on the official tax map of the Township of Irvington (collectively, the “**Property**”) is located within the East Ward/Springfield Avenue Redevelopment Area (the “**Redevelopment Area**”) and is governed by the Mixed-Use sub-district zoning (the “**Mixed-Use Zoning**”) of the East Ward/Springfield Avenue Redevelopment Plan (the “**Redevelopment Plan**”); and

WHEREAS, the Township of Irvington, in the County of Essex, New Jersey (the “**Township**”) has heretofore designated the Redevelopment Area and adopted the Redevelopment Plan in accordance with the provisions of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “**Redevelopment Law**”); and

WHEREAS, Springfield Gateway Partners Urban Renewal, LLC, having its principal office at 211 Warren Street, Suite 518, Newark, New Jersey 07103 (the “**Entity**”), proposes to undertake a project on the Property consisting of the acquisition of the Township Parcels, the demolition of the existing structures on the Property, and the development, financing, construction, implementation, and cohesive redevelopment of the Property with a five (5) story multi-family, residential building with fifty-five (55) residential units, inclusive of which are twenty (20) affordable units, and forty-seven (47) parking spaces, and certain other on-site and off-site improvements (collectively, the “**Project**”); and

WHEREAS, the Township expects to authorize, by resolution, the execution and delivery of a Redevelopment Agreement with the Entity (the “**Redevelopment Agreement**”), in order to fully set forth the understanding of the Township and the Entity with respect to the construction and development of the Project; and

WHEREAS, the Township is issuing its \$250,000 Redevelopment Area Bonds, Series 20__ (the “**RAB Bonds**”) pursuant to the Redevelopment Area Bond Financing Law, N.J.S.A. 40A:12A-64 et seq. (the “**RAB Law**”), the Redevelopment Law and/or the Local Bond Law, N.J.S.A. 40A:2-1 et seq. (the “**Local Bond Law**”), as applicable, and a Trust Indenture dated as of _____, 2025 between the Township and the Trustee (the “**Indenture**”), in order to defray certain eligible costs of the Project, which RAB Bonds shall be secured by the pledged portion of the annual charges payable under the hereinafter-defined Financial Agreement and not by the full faith and credit of the Township; and

WHEREAS, funds for the payment of debt service on the RAB Bonds will be derived from the pledge and assignment by the Township to the Trustee for the RAB Bonds of the Pledged Annual Service Charge, as such term is defined in the hereinafter-defined Financial Agreement; and

WHEREAS, the Unpledged Annual Service Charge, as such term is defined in the Financial Agreement, shall be retained by the Township for its use in its sole discretion, following payment of the required share to the County of Essex, as required by N.J.S.A. 40A:20-12; and

MINUTES – REGULAR COUNCIL MEETING – JANUARY 27, 2025 - PAGE 8

WHEREAS, the Project will conform to the Mixed-Use Zoning within the Redevelopment Plan and all applicable municipal zoning ordinances, to the extent it contains provisions that are relevant to the Project, and will also conform with the master plan of the Township; and

WHEREAS, the Township is authorized under the provisions of the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq. (the “**LTTE Law**”) and the RAB Law to grant tax exemptions to qualifying entities constructing redevelopment projects within redevelopment areas governed by redevelopment plans and to enter into financial agreements with such entities governing payments made to the Township in lieu of real estate taxes on the Project; and

WHEREAS, pursuant to N.J.S.A. 40A:20-8, the Entity filed an application (the “**Application**”) with the Township for approval of a long-term tax exemption for the improvements to be constructed in connection with the Project, and the Township has heretofore entered into a Financial Agreement dated as of _____, 2024 with the Entity (the “**Financial Agreement**”); and

WHEREAS, the Financial Agreement sets forth the terms and conditions under which the Entity and the Township shall carry out their respective obligations with respect to the long term tax exemption for the Project; and

WHEREAS, the Mayor, together with counsel for the Township, has reviewed the Application and found that it complies with the provisions of the LTTE Law and the RAB Law; and

WHEREAS, the Entity has demonstrated to the satisfaction of the Mayor and Township Council that the granting of a long-term tax exemption and payments in lieu of taxes will improve the quality of life for the occupants of the Project and the quality of life for the Township of Irvington; and

WHEREAS, the Mayor and Township Council finds that the relative benefits of the Project to the Township outweigh the costs to the Township associated with granting the long term tax exemption in that it will provide needed housing and parking, create both temporary and permanent jobs within the Township, enhance the quality of life for residents in and around the neighborhood, and influence the locational decisions of probable new residents; and

WHEREAS, the Township Council has determined that the assistance provided to the Project pursuant to the Financial Agreement is necessary for the creation of the Project and will be a significant inducement for the Entity to proceed with the Project; and

WHEREAS, the Financial Agreement represents an arm’s length transaction between the parties and all promises and agreements, express or implied, payment of fees or other benefits, terms or conditions related thereto are incorporated therein as it concerns the Project and the parties hereto as well as their agents and servants; and

WHEREAS, the Entity hereby certifies its compliance with the applicable municipal ordinances as well as the strictures of the LTTE Law and the RAB Law; and

WHEREAS, the Township further wishes to approve the execution and delivery of a Pledge and Assignment Agreement with the Township’s bond trustee (the “**Pledge Agreement**”), a form of which is on file in the office of the Township Clerk, which Pledge Agreement will provide for, *inter alia*, the pledge and assignment of the Pledged Annual Service Charge to the Township’s bond trustee, as security for the payment of debt service on the RAB Bonds; and

WHEREAS, the terms of any bond resolution or trust indenture to be entered into by the Township in connection with the issuance of the RAB Bonds will provide terms and provisions relating to the disbursement of proceeds of such RAB Bonds to the Entity or its agent.

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

SECTION 1: PROVISIONS

1. The Entity's Application is hereby approved.
2. The Financial Agreement providing for a long-term tax exemption and payments in lieu of taxes on the improvements to be constructed in connection with the Project is hereby approved with the intent that upon execution of the Financial Agreement and upon the terms set forth therein, the Improvements will be exempt from taxation for a period of thirty (30) years.
3. Pursuant to the provisions of the RAB Law, specifically N.J.S.A. 40A:12A-67(c) and, if applicable, N.J.S.A. 40A:12A-69, the Township hereby assigns, as security for the RAB Bonds, all of the Township's right, title and interest in and to the Pledged Annual Service Charges under the Financial Agreement. The Pledge Agreement providing for a pledge and assignment of the Pledged Annual Service Charges to the Township's bond trustee is hereby approved.
4. The Mayor of the Township is hereby authorized to execute the Financial Agreement and the Pledge Agreement substantially in the forms as they have been presented to the Township Council subject to modification or revision deemed necessary and appropriate in consultation with counsel.
5. The Township Clerk is hereby authorized and directed, upon the execution of the Financial Agreement and/or the Pledge Agreement in accordance with the terms set forth herein, to attest to the signature of the Mayor, upon such document(s), and is hereby further authorized and directed to thereupon affix the corporate seal of the Township upon such document(s).
6. The Township Clerk shall file certified copies of this ordinance and the Financial Agreement with the Tax Assessor of the Township and the Director of the Division of Local Government Services within the Department of Community Affairs in accordance with Section 12 of the LTTE Law.

SECTION 2: INCONSISTENCIES

All other ordinances and parts of ordinances in conflict or inconsistent with this ordinance are hereby repealed but only to the extent of such conflict or inconsistency.

SECTION 3: HEADINGS

All headings within this ordinance are for convenience only and are not deemed to be part of this ordinance.

SECTION 4: EFFECTIVE DATE

This ordinance shall take effect as required by law.

ADOPTED:

Shawna Supel
Municipal Clerk

Jamillah Z. Beasley
Council President

APPROVED:

Tony Vauss
Mayor

Adopted
Abstain: Antilus
Absent: Beasley

C. Bills & Claims

Hudley – Frederic 1. Bill Lists

RESOLVED THAT THE BILLS AND CLAIMS AGAINST THE TOWNSHIP OF IRVINGTON FOR A PERIOD JANUARY 27, 2025 AS ENUMERATED ON THIS LIST FOR MATERIALS, SUPPLIES AND SERVICES FURNISHED, DELIVERED AND/OR PERFORMED HAVE BEEN CERTIFIED BY THE DEPARTMENTS AS CORRECT, EACH CLAIM AND PURCHASE ORDER HAVE BEEN VERIFIED AND REVIEWED FOR THE AVAILABILITY OF FUNDS, ACCURACY OF ACCOUNT CODING AND COMPLETENESS BY THE ADMINISTRATION, THEREFORE:

BE IT RESOLVED, BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON THAT THE FOLLOWING BE PAID BY THE CHIEF FINANCIAL OFFICER:

BILL LIST	\$3,779,989.85
TOTAL	\$3,779,989.85

Adopted
Abstain: Antilus
Absent: Beasley

Hudley – Brown 2. Payrolls

Payroll Date: January 10, 2025

TOTAL	\$2,294,923.04
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Adopted

Abstain: Antilus

Absent: Beasley

9. RESOLUTIONS AND MOTIONS

A. Resolutions

Vick – Brown 3. Authorizing The Purchase Of 2025 Ford F150 4x4 Crew Cab Police Responder, State Contract Vendor Winner Ford for an Amount Not to Exceed \$65,327.00

RESOLUTION AUTHORIZING THE PURCHASE OF 2025 FORD F150 4X4 CREW CAB POLICE RESPONDER, STATE CONTRACT VENDOR WINNER FORD FOR AN AMOUNT NOT TO EXCEED \$65,327.00

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

WHEREAS, the Fire Department wishes to purchase a 2025 Ford F150, 4x4 Crew Cab, Police Responder, from Winner Ford, State of New Jersey Contract number 20-Fleet-01189; and

WHEREAS, the Township of Irvington intends to enter into contracts with Winner Ford through this resolution and properly executed purchase orders for an amount not to exceed \$65,327.00; and

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON hereby authorizes a service contract with Winner Ford of 250 Haddonfield Berlin Road, Cherry Hill, NJ 08034 for an amount not to exceed \$65,327.00; and

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

BE IT FUTHER RESLOVED, that the required certification of availability of funds C25-0007 in the amount of \$65,327.00 from account number C-04-56-853-B24-908 has been obtained from the Chief Financial Officer.

Adopted

Abstain: Antilus

Absent: Beasley

Vick – Brown 4. Authorizing The Purchase Of F-150 And 2025 Ford Escape Vehicles From Morris County Coop Contract Vendor Nielsen Ford Of Morristown Inc. For An Amount Not to Exceed \$155,629.05

RESOLUTION AUTHORIZING THE PURCHASE OF F-150 AND 2025 FORD ESCAPE VEHICLES FROM MORRIS COUNTY COOP CONTRACT VENDOR NIELSEN FORD OF MORRISTOWN INC. FOR AN AMOUNT NOT TO EXCEED \$155,629.05

MINUTES – REGULAR COUNCIL MEETING – JANUARY 27, 2025 - PAGE 12

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

WHEREAS, the Fire Department wishes to purchase a new F-150 and 2025 Ford Escape Vehicles, from Nielsen Ford of Morristown Inc, Morris County Coop Contract number 15-C; and

WHEREAS, the Township of Irvington intends to enter into contracts with Nielsen Ford of Morristown Inc., through this resolution and properly executed purchase orders for an amount not to exceed \$155,629.05; and

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON hereby authorizes a service contract with Nielsen Ford of Morristown Inc of 170 Ridgedale Ave, Morristown, NJ 07960 for an amount not to exceed \$155,629.05 and;

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

BE IT FUTHER RESLOVED, that the required certification of availability of funds C25-0009 in the amount of \$155,629.05 from account number C-04-56-853-B24-908 has been obtained from the Chief Financial Officer.

Adopted
Abstain: Antilus
Absent: Beasley

Frederic – Brown 5. Authorizing The Purchase Turn Out Gear for The Fire Department From State Contract Vendor Firefighter One for An Amount Not to Exceed \$465,080.00

**RESOLUTION AUTHORIZING THE PURCHASE TURN OUT GEAR FOR THE FIRE
DEPARTMENT FROM STATE CONTRACT VENDOR FIREFIGHTER ONE
FOR AN AMOUNT NOT TO EXCEED \$465,080.00**

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

WHEREAS, the Fire Department wishes to purchase a new turnout, from Fire Fighter One, State of New Jersey Contract number 17-FLEET-00811; and

WHEREAS, the Township of Irvington intends to enter into contracts with Fire Fighter One through this resolution and properly executed purchase orders for an amount not to exceed \$465,080.00; and

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON hereby authorizes a service contract with Fire Fighter One of 34 Wilson Drive, Sparta, NJ 07871 for an amount not to exceed \$465,080.00 and;

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

BE IT FURTHER RESOLVED, that the required certification of availability of funds C25-0001 in the amount of \$465,080.00 from account number C-04-56-853-B24-902 has been obtained from the Chief Financial Officer.

Adopted
Abstain: Antilus
Absent: Beasley

Vick – Brown 6. Amend DA 22-1227-36 Opting in To Examination Exemption for Civil Service Hiring Procedures Hiring of Entry- Level Officers Without Civil Service Examination Authorization

**TOWNSHIP OF IRVINGTON
COUNTY OF ESSEX
STATE OF NEW JERSEY**

**RESOLUTION TO OPT IN TO EXAMINATION
EXEMPTION CIVIL SERVICE HIRING PROCEDURES
HIRING OF ENTRY- LEVEL OFFICERS WITHOUT CIVIL SERVICE
EXAMINATION AUTHORIZED**

WHEREAS, the Township of Irvington, Essex County, State of Jersey (hereinafter referred to as the “Township”) is a jurisdiction governed by Title 11a and the Civil Service regulations and rules established under Title 4A of the Administrative Code; and

WHEREAS, P.L.2021, C.7 permits municipalities to hire police officers who may not have taken an open competitive examination for the title of Police Officer, but are otherwise duly qualified, have completed training, and hold a valid NJ Police Training Commission Certificate as Police Officer (Basic Course for Police Officer); and

WHEREAS, recently adopted State legislation, Bill S-3220, approved as P.L.2021, C.7, would permit a municipality to exempt any person for an entry-level law enforcement person from taking the Civil Service law enforcement exam, as long as they have completed the full Basic Course for Police Officers training course at a school approved and authorized by the New Jersey Police Training commission; and

WHEREAS, 11A:4-1.3 Certain Entry-level law enforcement applicants, exemption from examination requirement. The appointing authority is hereby authorized but shall not be obligated to hire entry-level law enforcement officers without taking a civil service examination, provided said individual has successfully completed a full Basic Course for Police Officers training course at a school approved by the New Jersey Police Training Commission within nine months of the from the date of hire as a temporary entry-level police officer. Any person employed under the provision of this section shall enroll in a training course approved by the New Jersey Police Training Commission, and such person shall be entitled to a leave of absence with pay during the period of the training course. Upon the successful completion of the training course, any person employed under the provision of this section shall be appointed from temporary to a permanent entry-level police officer, as appropriate.

WHEREAS, the legislation would also require that a municipal or county police department may hire a person under this exemption only upon adoption of a conflict of interest and nepotism policy; and

WHEREAS, The Township has duly established written policies governing nepotism and conflicts of interest; and

WHEREAS, in order to effectuate this policy, a municipality must affirmatively “opt in” by adopting a Resolution authorizing such a hiring policy; and

WHEREAS, Director of Public Safety Tracy Bowers has recommended that the Township effectuate this policy and “opt in” to this program in the interests of efficiency, expediency, and the promotion of public safety within the Township; and

WHEREAS, this “opt in” provision shall remain valid until changed by a rescinding resolution of the Governing Body.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Township Committee of the Township of Irvington for the reasons set forth above that the Township hereby authorizes such hiring policies related to the examination exemption as set forth in Bill S-3220, P.L.2021, c.7.

BE IT FURTHER RESOLVED that copy of this Resolution shall be transmitted to the New Jersey Civil Service Commission.

Adopted:

Honorable Tony Vauss, Mayor

Shawna Supel, Municipal Clerk

Certified to be a true copy of a Resolution adopted by the Mayor and Township Committee of the Township of Irvington at a regularly scheduled meeting on at the Irvington Township Municipal Building.

Shawna Supel, Municipal Clerk
Date:

Adopted
Abstain: Antilus
Absent: Beasley

Brown – Vick 7. Authorize the Purchase of 2025 Ford Escape Vehicle, State Contract Vendor Ciocca Ford of Flemington for an Amount Not to Exceed \$151,620.50

**RESOLUTION AUTHORIZING THE PURCHASE OF 2025 FORD ESCAPE VEHICLE,
STATE CONTRACT VENDOR CIOCCA FORD OF FLEMINGTON FOR AN AMOUNT NOT TO
EXCEED \$151,620.50**

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

WHEREAS, the Fire Department wishes to purchase a new 2025 Ford Escape vehicle, from Ciocca Ford of Flemington, State of New Jersey Contract number 23-FLEET-41909; and

WHEREAS, the Township of Irvington intends to enter into contracts with Ciocca Ford of Flemington through this resolution and properly executed purchase orders for an amount not to exceed \$151,620.50; and

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON hereby authorizes a service contract with Ciocca Ford of Flemington, 215 US Highway 202, Flemington, NJ 08822 for an amount not to exceed \$151,620.50; and

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

BE IT FUTHER RESLOVED, that the required certification of availability of funds C25-0008 in the amount of \$151,620.50 from account number C-04-56-853-B24-908 has been obtained from the Chief Financial Officer.

Adopted
Abstain: Antilus
Absent: Beasley

Vick – Brown 8. Cancel and Refund Property Taxes For 100% Disabled Veterans – 62 Melrose Avenue, 388 Isabella Avenue, 28 Linden Avenue, 78 21st Street, 21 Augusta Street

RESOLUTION TO CANCEL AND REFUND PROPERTY TAXES

WHEREAS, the Tax Collector seeks authorization to cancel and refund the municipal charges listed herein for 100% disabled veteran exemptions and;

WHEREAS, the taxpayers of said properties have filed an application for 100% tax exemption and the tax assessor Silvia Forbes has approved the property tax exemption and forwarded said applications to the Tax Collector and;

WHEREAS, the 2024 taxes on said properties were billed and paid by the taxpayer and;

WHEREAS, the taxpayers are is entitled to a refund in the amount as listed herein, from the date of application approved by the tax assessor.

<u>BLOCK</u>	<u>LOT</u>	<u>PROPERTY ADDRESS</u>	<u>OWNER</u>	<u>EXEMPTION AMOUNT</u>
55	10	62 MELROSE AVE.	WASHINGTON, TRION A	\$1,928.08
77	31	388 ISABELLA AVE.	WHEELER, JONATHAN	\$288.78
84	6	28 LINDEN AVE.	JOHNSON, DARYL A	\$592.55
158	11	78 21ST ST.	GONZALEZ, ANDERSON	\$455.55
281	11	21 AUGUSTA ST.	ADEBOYE, SUNDAY	\$3,520.58
			TOTAL	\$6,785.54

NOW,

THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF

IRVINGTON that the Tax Collector's office is authorized and directed to cancel the exempt portion of taxes and issue refunds in the amount of **\$6,785.54** to said taxpayers as described in this resolution.

Adopted
Abstain: Antilus
Absent: Beasley

Frederic – Hudley 9. Determining the Form and Other Details of Not Exceeding \$1,360,000 Bonds of the Township of Irvington, and Providing for Their Sale to the New Jersey Infrastructure Bank and the State of New Jersey and Further Authorizing the Execution of Various Agreements, All Pursuant to and as Required by the New Jersey Water Bank

RESOLUTION DETERMINING THE FORM AND OTHER DETAILS OF NOT EXCEEDING \$1,360,000 BONDS OF THE TOWNSHIP OF IRVINGTON, IN THE COUNTY OF ESSEX, NEW JERSEY, AND PROVIDING FOR THEIR SALE TO THE NEW JERSEY INFRASTRUCTURE BANK AND THE STATE OF NEW JERSEY AND FURTHER AUTHORIZING THE EXECUTION OF VARIOUS AGREEMENTS, ALL PURSUANT TO AND AS REQUIRED BY THE NEW JERSEY WATER BANK

WHEREAS, the Township of Irvington, in the County of Essex, New Jersey (the "*Local Unit*"), has determined that there exists a need within the Local Unit to acquire, construct, renovate or install, as applicable, the Township'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 Township to obtain financing for such Project through participation in the environmental infrastructure financing program (the "*New Jersey Water Bank*") of the New Jersey Infrastructure Bank (the "*I-Bank*") as defined in each of that certain Loan Agreement (the "*I-Bank Loan Agreement*") to be entered into by and between the Local Unit and the New Jersey Infrastructure Bank (the "*I-Bank*") and that certain Loan Agreement (the "*Fund Loan Agreement*"; and together with the I-Bank Loan Agreement, the "*Loan Agreements*") to be entered into by and between the Local Unit and the State of New Jersey, acting by and through the New Jersey Department of Environmental Protection (the "*State*"), all pursuant to the New Jersey Water Bank (the "*Program*");

WHEREAS, the Local Unit has determined to finance the acquisition, construction, renovation or installation of the Project with the proceeds of a loan to be made by each of the I-Bank (the "*I-Bank Loan*") and the State (the "*Fund Loan*"; and together with the I-Bank Loan, the "*Loans*") pursuant to the I-Bank Loan Agreement and the Fund Loan Agreement, respectively;

WHEREAS, to evidence the Loans, each of the I-Bank and the State require the Local Unit to authorize, execute, attest and deliver the Local Unit's Bond to the I-Bank (the "*I-Bank Loan Bond*") and to the State (the "*Fund Loan Bond*"; and together with the I-Bank Loan Bond, the "*Local Unit Bonds*"), said Local Unit Bonds to be issued in an aggregate principal amount not to exceed \$1,360,000, 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*"), other applicable law and the Loan Agreements;

WHEREAS, N.J.S.A. 40A:2-27(a)(2) of the Local Bond Law allows for the sale of the I-Bank Loan Bond and the Fund Loan Bond to the I-Bank and the State, respectively, without any public offering, and N.J.S.A. 58:11B-9(a) allows for the sale of the I-Bank Loan Bond to the I-Bank without any public offering, all under the terms and conditions set forth herein;

WHEREAS, the I-Bank and the State have expressed their desire to close in escrow the making of the Loans, the issuance of the Local Unit Bonds and the execution and delivery of the Loan Agreements, all pursuant to the terms of an Escrow Agreement (the "*Escrow Agreement*") to be entered into by and among the I-Bank, the State, the Local Unit and the escrow agent named therein.

NOW, THEREFORE, BE IT RESOLVED by a 2/3 vote of the full membership of the governing body of the Local Unit as follows:

Section 1. The I-Bank Loan Agreement, the Fund Loan Agreement and the Escrow Agreement (collectively, the "*Financing Documents*") are hereby authorized to be executed and delivered on behalf of the Local Unit by either the Mayor or the Director of Revenue and Finance in substantially the forms on file with the Municipal Clerk, with such changes as the Mayor or the Director of Revenue and Finance (each an "*Authorized Officer*"), in their respective sole discretion, after consultation with counsel and any advisors to the Local Unit (collectively, the "*Local Unit Consultants*") and after further consultation with the I-Bank, the State and their representatives, agents, counsel and advisors (collectively, the "*Program Consultants*"; and together with the Local Unit Consultants, the "*Consultants*"), shall determine, such determination to be conclusively evidenced by the execution of such Financing Documents by an Authorized Officer as determined hereunder. The Municipal Clerk is hereby authorized to attest to the execution of the Financing Documents by an Authorized Officer of the Local Unit as determined hereunder and to affix the corporate seal of the Local Unit to such Financing Documents.

Section 2. The Authorized Officers of the Local Unit are hereby further severally authorized to (i) execute and deliver, and the Municipal 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 Municipal Clerk, as applicable, in their respective sole discretion, after consultation with the Consultants, to be executed in connection with the execution and delivery of the Financing Documents and the consummation of the transactions contemplated thereby, 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 thereof.

Section 3. In accordance with N.J.S.A. 40A:2-27(a)(2) of the Local Bond Law and N.J.S.A. 58:11B-9(a), the Local Unit hereby sells and awards its I-Bank Loan Bond to the I-Bank and its Fund Loan Bond to the State, in a total aggregate principal amount not to exceed \$1,360,000, all in accordance with the provisions hereof. The Local Unit Bonds have been referred to and are described in Bond Ordinance #MC3675, which bond ordinance is entitled "Bond Ordinance Providing for the Local Unit's Allocable Share of the Capital Improvement Projects for the Joint Meeting of Essex and Union Counties, by and in the Township of Irvington, in the County of Essex, New Jersey; Appropriating \$2,230,000 Therefor and Authorizing the Issuance of \$2,230,000 Bonds or Notes of the Local Unit to Finance the Cost Thereof". The aforementioned ordinance was finally adopted by the Local Unit at a meeting duly called and held on December 18, 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 4. The Director of Revenue and Finance of the Local Unit is hereby authorized to determine, in accordance with the Local Bond Law and pursuant to the terms and conditions established by the I-Bank and the State under the Loan Agreements and the terms and conditions hereof, the following items with respect to the I-Bank Loan Bond and the Fund Loan Bond:

- (a) The aggregate principal amounts of the I-Bank Loan Bond and the Fund Loan Bond to be issued;
- (b) The maturity and annual principal installments of the Local Unit Bonds, which maturity shall not exceed 30 years;
- (c) The date of the Local Unit Bonds;
- (d) The interest rates of the Local Unit Bonds;
- (e) The purchase price for the Local Unit Bonds; and
- (f) The terms and conditions under which the Local Unit Bonds shall be subject to redemption prior to their stated maturities.

Section 5. Any determination made by the Director of Revenue and Finance pursuant to the terms hereof shall be conclusively evidenced by the execution and attestation of the Local Unit Bonds by the parties authorized under Section 6(c) hereof.

Section 6. The Local Unit hereby determines that certain terms of the Local Unit Bonds shall be as follows:

- (a) The I-Bank Loan Bond shall be issued in a single denomination and shall be numbered R-1. The Fund Loan Bond shall be issued in a single denomination and shall be numbered R-2;
- (b) The Local Unit Bonds shall be issued in fully registered form and shall be payable to the registered owners thereof as to both principal and interest in lawful money of the United States of America; and
- (c) The Local Unit Bonds shall be executed by the manual or facsimile signatures of the Mayor and the Director of Revenue and Finance under official seal or facsimile thereof affixed, printed, engraved or reproduced thereon and attested by the manual signature of the Municipal Clerk.

Section 7. The I-Bank Loan Bond and the Fund Loan Bond shall be substantially in the form set forth in the I-Bank Loan Agreement and the Fund Loan Agreement, respectively.

Section 8. The law firm of McManimon, Scotland & Baumann, LLC is hereby authorized to arrange for the printing of the Local Unit Bonds, which law firm may authorize McCarter & English, LLP, bond counsel to the I-Bank and the State for the Program, to arrange for same. The Local Unit auditor is hereby authorized to prepare the financial information necessary in connection with the issuance of the Local Unit Bonds. The Mayor, the Director of Revenue and Finance and the Municipal Clerk are hereby authorized to execute any certificates necessary or desirable in connection with the financial and other information.

Section 9. The Mayor and the Director of Revenue and Finance are hereby severally authorized to execute any certificates or documents necessary or desirable in connection with the sale of the Local Unit Bonds, and are further authorized to deliver same to the I-Bank and the State upon delivery of the Local Unit Bonds and the receipt of payment therefor in accordance with the Loan Agreements.

Section 10. This resolution shall take effect immediately.

Section 11. Upon the adoption hereof, the Municipal Clerk shall forward certified copies of this resolution to Matthew D. Jessup, Esq., McManimon, Scotland & Baumann, LLC, bond counsel to the Local Unit, and Richard T. Nolan, Esq., McCarter & English, LLP, bond counsel to the I-Bank.

Adopted
Abstain: Antilus
Absent: Beasley

Vick – Brown 10. Approving the Designation of Springfield Gateway Partners Urban Renewal LLC as Redeveloper of the Property Designated as Block 162, Lots 15, 16, 17, 19 (Formerly Lots 19 and 20), 21, 22, 23, 24, and 25 in the Township of Irvington, Commonly Known as 413-421 21st Street and 749-755 & 759-763 Springfield Avenue and Authorizing the Execution of a Redevelopment Agreement

RESOLUTION OF THE TOWNSHIP OF IRVINGTON, COUNTY OF ESSEX, APPROVING THE DESIGNATION OF SPRINGFIELD GATEWAY PARTNERS URBAN RENEWAL LLC AS REDEVELOPER OF THE PROPERTY DESIGNATED AS BLOCK 162, LOTS 15, 16, 17, 19 (FORMERLY LOTS 19 AND 20), 21, 22, 23, 24, AND 25 IN THE TOWNSHIP OF IRVINGTON, COMMONLY KNOWN AS 413-421 21ST STREET AND 749-755 & 759-763 SPRINGFIELD AVENUE AND AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT IN CONNECTION THEREWITH

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

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

WHEREAS, pursuant to N.J.S.A. 40A:12A-4, the Township has determined to act as the “redevelopment entity”, as such term is defined at N.J.S.A. 40A:12A-3, responsible for carrying out redevelopment projects in the Redevelopment Area in accordance with the Redevelopment Plan, pursuant to N.J.S.A. 40A:12A-4(c); and

WHEREAS, the Township is the owner of certain properties within the Redevelopment Area designated and identified in the Township tax records, respectively, as follows:

Block	Lot	Address
162	24	417 21 st Street
162	25	421 21 st Street
162	16	761 Springfield Avenue

162	17	759 Springfield Avenue
162	23	413 21 st Street

(the “**Township Parcels**”); and

WHEREAS, the Redeveloper is the owner of or intends to acquire certain properties within the Redevelopment Area designated and identified in the Township tax records, respectively, as follows:

Block	Lot	Address
162	15	763 Springfield Avenue
162	19	755 Springfield Avenue
162	20	753 Springfield Avenue
162	21	751 Springfield Avenue
162	22	749 Springfield Avenue

(the “**Redeveloper Parcels**” and together with the Township Parcels, referred to herein as the “**Property**”); and

WHEREAS, the Redeveloper has submitted to the Township its plans for the acquisition of the Township Parcels, the assemblage of the Property, and the development, financing, construction, implementation, and cohesive redevelopment of the Property; and

WHEREAS, on July 25, 2024, the Planning Board of the Township of Irvington granted the Redeveloper’s application for preliminary and final site plan approval for the construction of a five (5) story multi-family, residential building consisting of fifty-seven (57) residential units (comprised of 16 studio units, 25 one-bedroom units, and 16 two-bedroom units), and forty-seven (47) parking spaces, and certain other on-site and offsite improvements, and to receive financing the Redeveloper may seek amended approval for the construction of fifty-five (55) units on the Property (collectively, the “**Project**”); and

WHEREAS, to effectuate the Redevelopment Plan and the Project, the Township has determined to enter into a redevelopment agreement with the Redeveloper (the “**Redevelopment Agreement**”), which establishes Redeveloper as the “redeveloper” of the Project, as that term is defined in the Redevelopment Law, and which specifies the respective rights and responsibilities of the Township and the Redeveloper with respect to the Project.

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

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

Section 2. Execution of Redevelopment Agreement Authorized; Redeveloper Designated.

(a) The Mayor is hereby authorized to execute the Redevelopment Agreement, substantially in the form attached hereto as Exhibit A, subject to modification or revision deemed necessary or desirable in consultation with counsel, and to take all other necessary or appropriate action to effectuate such Redevelopment Agreement.

(b) The Municipal Clerk is hereby authorized and directed, upon the execution of the Redevelopment Agreement in accordance with the terms of Section II(a) hereof, to attest to the signature of the Mayor upon such document and is hereby further authorized and directed to affix the corporate seal of the Township upon such document.

(c) Upon the execution and attestation of the Redevelopment Agreement, the Mayor, upon consultation with counsel to the Township, is hereby further authorized to take any and all actions, and execute and deliver such other documents, certificates and instruments necessary, desirable or convenient to effectuate the terms of the Redevelopment Agreement.

(d) Upon execution of the Redevelopment Agreement, and so long as the Redevelopment Agreement remains in full force and effect, Springfield Gateway Partners Urban Renewal LLC is hereby designated as “redeveloper” for the Project in accordance with the Redevelopment Law.

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

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

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

EXHIBIT A

Form of Redevelopment Agreement

Adopted
Abstain: Antilus
Absent: Beasley

Vick – Frederic 11. Authorize Purchases of Various Products Through the State of New Jersey Cooperative Purchasing Program Over the \$44,000.00 Bid Threshold for CY 2025

**AUTHORIZING PURCHASES UNDER THE STATE OF NEW JERSEY COOPERATIVE PURCHASING PROGRAM
OVER THE BID THRESHOLD OF \$44,000.00**

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

WHEREAS, the Township of Irvington has the need on a timely basis to purchase goods or Services utilizing State contracts; and

MINUTES – REGULAR COUNCIL MEETING – JANUARY 27, 2025 - PAGE 22

WHEREAS, the list of vendors below will exceed the bid threshold of \$44,000.00 for calendar year 2025:-

Name of Vendor	Contract Number	Commodity	Amount
Samuels Inc DBA Buy Wise	85992	Auto Parts	\$160,000.00
Morton Salt	40201	Rock Salt	\$45,00.00
Rachele's/ Michele's Oil	80913	Gasoline/Diesel	\$475,000.00
Parts Authority, LLC	20-Fleet-00984	Auto Parts	\$95,000.00
Limbach Company, LLC	88689	HVAC	\$250,000.00
American Hose & Hydraulic	40866	Auto Parts	\$55,000.00
Grainger	25-Fleet-96861	Industrial Supplies	\$165,000.00
Fairfield Maintenance	A42264	Fuel Repair	\$200,000.00
Atlantic Procurement group	89798	Plumbing & heating supplies	\$65,000
F & S	25-fleet-81812	Tires	\$50,000
Barnwell	25-fleet-81812	Tires	\$50,000
Herc Rentals	19-GNSV2-00854	Statewide Equipment and Space Rental	\$60,000
Ricoh	40467/G2075	Copiers & multi-function devices	\$100,000
SHI	89851/21-TELE-01360	Software	\$375,000
Name of Vendor	Contract Number	Commodity	Amount
Firefighter One, LLC Fire Dex LLC	17-Fleet-00811-	Firefighters' Personal Protective Equipment	\$550,000
Firefighter One, LLC 3M Company	24-Fleet-61850-Scott Safety	Scott Self-Contained Breathing Apparatus	\$550,000
Winner Ford, Inc.	20-Fleet-01189	Utility Vehicles	\$150,000
Air Brake & Equipment	89279	Maintenance and Repair of Heavy-Duty Vehicles	\$50,000
Motorola Communications & Elec	83909	2-Way Radios	\$189,00.00
Johnston Communications	22-TELE-40642/23- TELE-45462	Vesta 911-Maint. and Phone Repairs/Replacements, Wiring/Cables (Renovations)	\$90,000.00
Atlantic Tactical of NJ, INC	17-FLEET-00732	Ammunition, Firearms Equipment and Supplies	\$45,000
Lawmen Supply Co. of NJ INC.	17-FLEET-00740	Ammunition, Firearms Equipment and Supplies	\$45,000
Witmer Public Safety Group	17-FLEET-00767	Ammunition, Firearms Equipment and Supplies	\$45,000
Philip M. Casciano Associates Inc	83900	911 Migration Line Services, Failure Repairs, 24/7 911 Center Furniture	\$45,000

MINUTES – REGULAR COUNCIL MEETING – JANUARY 27, 2025 - PAGE 23

WHEREAS, the Township of Irvington intends to enter into contracts with State contract vendors over the bid threshold of \$44,000.00 through this resolution and properly executed purchase orders, which shall be subject to all the conditions applicable to current State contracts.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Irvington authorizes the purchase of certain goods and services from those approved New Jersey State contract vendors over the bid threshold of \$44,000.00, pursuant to all the conditions of the individual State contracts; and

BE IT FURTHER RESOLVED by the Township Council that, pursuant to the N.J.A.C. 5:30-5.5(b), the certification of available funds and resolutions shall be certified at such time as the goods or services are called for prior to placing the order for good or service in excess of \$44,000.00, and a certification of availability of funds is made by the Chief Financial Officer via an authorized purchase order; and

BE IT FURTHER RESOLVED that the duration of this authorization shall be until December 31, 2025

BE IT FURTHER RESOLVED a separate resolution will be submitted to the Municipal Council for all addition vendors exceeding the bid threshold of \$44,000.00.

Adopted
Abstain: Antilus
Absent: Beasley

Frederic – Hudley 12. Authorize Purchases of Various Products Through the Morris County Cooperative Purchasing Program Over the \$44,000.00 Bid Threshold for CY 2025

**AUTHORIZING PURCHASES UNDER THE MORRIS COUNTY COOPERATIVE
PURCHASING PROGRAM
OVER THE BID THRESHOLD OF \$44,000.00**

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

WHEREAS, the Township of Irvington has the need on a timely basis to purchase goods or services utilizing Morris Cooperative Purchasing Program contracts; and

WHEREAS, the list of vendors below will exceed the bid threshold of \$44,000.00 for calendar year 2025:-

Name of Vendor	Contract Number	Commodity	Amount
Continental trading & hardware	10	Lumber, insulation, hardware and paint	\$250,000
Jen Electric	37	Traffic signal maintenance and repairs	\$100,000
Stavola Asphalt Company, Inc	5	Road resurfacing, Paving	\$125,000

MINUTES – REGULAR COUNCIL MEETING – JANUARY 27, 2025 - PAGE 24

Route 23 Auto Mall LLC	15-F	Full-size Cab/Chassis	\$750,000
Office Concepts	16	Office Supplies	\$180,000
Firefighter One Apparatus, LLC	13-B	Repair/Rebuild Fire Water Pumps on Fire Apparatus	\$125,000
Ciocca FMFL, Inc.	15-C	Utility Vehicles	\$250,000
Nielsen Ford of Morristown	15-C	Utility Vehicles	\$250,000
Communications Specialist Inc	41	Police Radio Communications Equipment, Maintenance and Repairs	\$46,000

WHEREAS, the Township of Irvington intends to enter into contracts with Morris County Co-op contract vendors over the bid threshold of \$44,000.00 through this resolution and properly executed purchase orders, which shall be subject to all the conditions applicable to current Co-op contracts.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Irvington authorizes the purchase of certain goods and services from those approved Morris County Co-op vendors over the bid threshold of \$44,000.00, pursuant to all the conditions of the individual contracts; and

BE IT FURTHER RESOLVED by the Township Council that, pursuant to the NJ.AC. 5:30- 5.5(b), the certification of available funds and resolutions shall be certified at such time as the goods or services are called for prior to placing the order for good or service in excess of \$44,000.00, and a certification of availability of funds is made by the Chief Financial Officer via an authorized purchase order; and

BE IT FURTHER RESOLVED that the duration of this authorization shall be until December 31, 2025

BE IT FURTHER RESOLVED a separate resolution will be submitted to the Municipal Council for all addition vendors exceeding the bid threshold of \$44,000.00.

Adopted
Abstain: Antilus
Absent: Beasley

Vick – Hudley 13. Authorize a Fair and Open Professional Service Contract for a Consultant to Prepare a Five Year UEZ Development Plan - Heyer, Gruel & Associates - \$115,000.00

RESOLUTION AUTHORIZING A FAIR AND OPEN PROFESSIONAL SERVICE CONTRACT FOR A CONSULTANT TO PREPARE A FIVE YEAR UEZ DEVELOPMENT PLAN

WHEREAS, the Request for Proposals for a consultant to prepare a five Year (5) UEZ Development Plan services was publicly advertised in the New Jersey Star Ledger on November 20, 2024 with a deadline for proposals to be submitted on December 11, 2024; and

WHEREAS, two proposals were received and publicly opened; and

WHEREAS, said qualifications were referred to the Township Attorney; and

WHEREAS, one proposal was deemed non responsive; and

WHEREAS, the UEZ Director has recommended award should be made to the following firm:

Heyer, Gruel & Associates
236 Broad Street, Red Bank, NJ 07701

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that a contract for a consultant to prepare a five-year UEZ Development Plan be awarded to Heyer, Gruel & Associates, 236 Broad Street, Red Bank, NJ 07701, on the basis of their response to the request for proposal selection criteria and qualifications, for an amount not to exceed \$115,000.00 starting on January 27, 2025-January 26, 2026; and

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

BE IT RESOLVED that the required Certification of Availability of Funds, certification number C25-0021 was obtained from the Chief Financial Officer and the appropriation to be charged for this expenditure is G-02-xx-890-24B-115 in the amount of \$115,0000.00

Adopted
Abstain: Antilus
Absent: Beasley

Vick – Frederic 14. Authorize the Township of Irvington to Enter Into a Cooperative Purchasing Agreement With the Bergen County Cooperative Purchasing and Pricing Systems

**RESOLUTION TO ENTER INTO A
COOPERATIVE PURCHASING AGREEMENT WITH THE
BERGEN COUNTY COOPERATIVE PRICING AGREEMENT**

WHEREAS, N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing system and enter into Cooperative Pricing Agreements for its administration as the “Lead Agency” for the conduct of certain functions relating to the purchase of work materials and supplies for their respective jurisdictions is necessary; and

WHEREAS, the Bergen County Cooperative Purchasing and Pricing Systems, hereinafter referred to as the “Lead Agency” has offered voluntary participation in a Cooperative Pricing System for the purchase of goods and services; and

WHEREAS, the Township of Irvington desires to become a member of the Bergen County Cooperative Pricing Agreement, effective February 1, 2025; and

WHEREAS, such membership shall renew every five (5) years unless the Township of Irvington elects to formally withdraw from the system; and

NOW, THEREFORE BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON in the County of Essex and the State of New Jersey that the Township Council authorizes the Township of Irvington to participate in the Bergen County Cooperative Pricing Agreement and execute a Cooperative Pricing Agreement with the County of Bergen upon its approval by the Division of Local Government Services; and

BE IT FURTHER RESOLVED, that the County of Bergen as Lead Agency is expected to comply with the provisions of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et. seq. and all of the provisions of the revised statutes of the State of New Jersey).

Adopted
Abstain: Antilus
Absent: Beasley

Vick – Frederic 15. Authorize the Township of Irvington to Enter Into a Cooperative Purchasing Agreement With the Union County Cooperative Purchasing And Pricing Systems

RESOLUTION TO ENTER INTO A
COOPERATIVE PURCHASING AGREEMENT WITH THE
UNION COUNTY COOPERATIVE PRICING AGREEMENT

WHEREAS, N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing system and enter into Cooperative Pricing Agreements for its administration as the “Lead Agency” for the conduct of certain functions relating to the purchase of work materials and supplies for their respective jurisdictions is necessary; and

WHEREAS, the Union County Cooperative Purchasing and Pricing Systems, hereinafter referred to as the “Lead Agency” has offered voluntary participation in a Cooperative Pricing System for the purchase of goods and services; and

WHEREAS, the Township of Irvington desires to become a member of the Union County Cooperative Pricing Agreement, effective February 1, 2025; and

WHEREAS, such membership shall renew every five (5) years unless the Township of Irvington elects to formally withdraw from the system; and

NOW, THEREFORE BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON in the County of Essex and the State of New Jersey that the Township Council authorizes the Township of Irvington to participate in the Union County Cooperative Pricing Agreement and execute a Cooperative Pricing Agreement with the County of Union upon its approval by the Division of Local Government Services; and

BE IT FURTHER RESOLVED, that the County of Union as Lead Agency is expected to comply with the provisions of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et. seq. and all of the provisions of the revised statutes of the State of New Jersey).

Adopted
Abstain: Antilus

Absent: Beasley

Frederic – Hudley 16. Authorize the Township of Irvington to Enter Into a Cooperative Pricing Agreement With the Educational Services Commission of New Jersey

RESOLUTION FOR MEMBER PARTICIPATION
IN A COOPERATIVE PRICING SYSTEM

A RESOLUTION AUTHORIZING THE TOWNSHIP OF IRVINGTON
TO ENTER INTO A COOPERATIVE PRICING AGREEMENT

WHEREAS, N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements for its administration; and

WHEREAS, the Educational Services Commission of New Jersey, hereinafter referred to as the "Lead Agency " has offered voluntary participation in a Cooperative Pricing System for the purchase of goods and services;

WHEREAS, on January 27, 2025 the governing body of the Township of Irvington, County of Essex, State of New Jersey, duly considered participation in a Cooperative Pricing System for the provision and performance of goods and services;

NOW, THEREFORE BE IT RESOLVED, BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON as follows:

1. The Township of Irvington is hereby authorized to participate in the Educational Services Commission of New Jersey Cooperative Pricing System.
2. Pursuant to the provisions of *N.J.S.A. 40A:11-11(5)*, the Mayor, Tony Vauss is hereby authorized to enter into a Cooperative Pricing Agreement with the Lead Agency.
3. The Lead Agency shall be responsible for complying with the provisions of the *Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.)* and all other provisions of the revised statutes of the State of New Jersey.
4. This resolution shall take effect immediately upon passage.

Adopted
Abstain: Antilus
Absent: Beasley

10. COMMUNICATION AND PETITIONS

A. Communications

None

11. PENDING BUSINESS

None

NON-CONSENT AGENDA

9. RESOLUTIONS AND MOTIONS (Cont.)

A. Resolutions

Hudley – Vick 17. Authorize Emergency Temporary Appropriation #1 to Extend the Calendar Year
2025 Temporary Municipal Budget
[REQUIRES 2/3 VOTE OF FULL MEMBERSHIP – 5 AFFIRMATIVE VOTES]

**Township Of Irvington CY-2025
Emergency Temporary Appropriations # 1**

	<u>CY-25</u>
	<u>Emerg Budget #1</u>
<u>APPROPRIATIONS EXCLUDED from "CAPS"(continue)</u>	
<u>Grants</u>	
2025 HOPWA Grant	598,806.00
CODE BLUE - 2025	35,000.00
HUD- HOMEless ARP - Grant	1,738,627.00
Total Grants	2,372,433.00
Total General Appropriations	<u>2,372,433.00</u>

Adopted
Absent: Beasley

8. ORDINANCES, BILLS & CLAIMS (Continued)

B. Ordinances on Second Reading

1. **Acting Council President Dr. Hudley:** An ordinance amending Section 650-11 R in the Zoning Ordinance regarding restrictions by replacing dollar stores with miscellaneous business licenses and tobacco licenses will be heard that this time. The Clerk will read the notice of hearing.

The Clerk will read the ordinance by title.

§ 650-11. Restrictions.

- A. No yard or other open space provided about any building for the purpose of complying with the provisions of this chapter shall be considered to provide a yard or open space for any other building.
- B. An accessory building attached to a principal building shall comply in all respects with the yard requirements of this chapter for the principal building. Detached accessory buildings shall be located to the rear of the front building line of the principal building and, if located in the side yard area, shall conform to side yard requirements of the schedule. In rear yards, common accessory buildings may be constructed to straddle the side lot between any two contiguous residential lots, in which case the remaining side yard dimension shall not be less than the total required for both accessory building side yards in that zone.
- C. Every principal building shall be built upon a lot with frontage upon an approved public street.
- D. At the intersection of two or more streets, no hedge, fence or wall (other than a single post or tree) which is higher than three feet above the curb level, nor any obstruction to vision, shall be permitted in the triangular area formed by the intersecting street lines and a line joining each street line 10 feet distant from said intersection.
- E. All yards facing on a public street shall be considered front yards. Corner lots shall meet the minimum front yard requirements for the respective zone for both streets for both principal and accessory buildings.
- F. Where a building lot fronts on a street which is proposed for right-of-way widening, the required front yard area shall be measured from such proposed right-of-way line.
- G. No front yard shall be used for open storage or parking. All open storage areas shall be screened from view of residential districts by appropriate landscaping, which shall be maintained.
- H. Business structures or uses shall not display goods for sale or place coin-operated vending machines of any type on the sidewalk or in the entranceway in the front of the structure in which business activity is conducted.
- I. Off-street parking shall be provided with all new construction in accordance with Article VIII of this chapter. In the event of enlargement or extensive alteration of any building, off-street parking shall be provided in accordance with Article VIII to the extent possible.
- J. Essential services and utilities shall be permitted as authorized and regulated by law and other ordinances of the Township in any district. It is the intent of this chapter to exempt such erection, construction, alterations and maintenance from the application of this chapter.
- K. Whenever any street, alley or other public way is vacated by the Municipal Council, the zone district shall be extended automatically to the center of such vacated way.

- L. For the purpose of regulating the locations of accessory buildings on corner lots, all portions of a corner lot or a through lot which fronts on a public street shall be subject to the front yard requirements of the zone district in which said corner lot or through lot is located. No accessory building shall be permitted in any required front yard.
- M. No residential lot shall be less than 75 feet in depth.
- N. Any use not specifically permitted in a zoning district established by this chapter is hereby specifically prohibited in that district. The following uses and activities shall be specifically prohibited in the Township of Irvington:
 - (1) The keeping or raising of any animals other than domestic pets.
 - (2) Trailer courts, trailer coaches, campers, vans, mobile homes and house trailers used as a dwelling and commercial activities related to the outdoor storage or display of trailer coaches; provided, however, that nothing in this subsection shall be deemed to prohibit the placement on a lot of one trailer coach for the sole purpose of providing temporary living accommodations for persons whose dwelling unit located on said lot has been damaged by fire. Placement of said trailer coach shall be by permit of the Township Engineer, valid for 60 days and renewable for not more than two additional thirty-day periods.
 - (3) The use of a building or premises in such a manner as to endanger the health, morals, safety or welfare of the community.
 - (4) Any use which emits excessive and objectionable amounts of dust, fumes, noise, odor, smoke, vibration, glare or waste products.¹
 - (5) Junkyards, hazardous or toxic waste disposal or treatment facilities, solid waste transfer stations and liquid gas or gasoline storage tanks.
- O. All exterior lighting shall be shielded, directed or buffered so that glare or direct lighting or reflection will not be a nuisance to surrounding properties.
- P. No materials or wastes shall be deposited upon a lot in such form or manner that they may be transferred off the lot by natural causes or forces, nor shall any substance be deposited which can contaminate an underground aquifer or otherwise render such underground aquifer undesirable as a source of water supply or recreation or which will destroy aquatic life. All materials or wastes which might cause fumes or dust or which constitute a fire hazard or which may be edible or otherwise attractive to rodents or insects shall be stored indoors or enclosed in appropriate containers adequate to eliminate such hazards. Containers shall not be stored or placed in any front yard.
- Q. The storage or manufacture of liquefied petroleum gases, hydrogen gas or other material, whether in liquid or gaseous phase, which is flammable or explosive when mixed with air in sufficient proportions or which may be toxic or poisonous if inhaled by any person is prohibited in all zoning districts; provided, however, that nothing in this subsection shall be deemed to prohibit the use as fuel for domestic purposes of liquefied petroleum gases when stored in cylinders constructed in accordance with regulations of the Interstate Commerce Commission and located on the exterior of the building supplied; and provided, further, that the systems in connection with said cylinders are listed by the Underwriters Laboratories. The existing storage and use of anhydrous ammonia as of the effective date of this chapter may continue.
- R. Upon the effective date of this subsection, new miscellaneous business licenses and tobacco licenses "~~dollar stores~~" within the boundaries of the Township of Irvington are hereby limited within a one-

thousand-~~five-hundred~~-foot radius of any existing miscellaneous businesses and/or tobacco shop.~~"dollar store."~~ [Added 6-14-2016 by Ord. No. MC 3576]

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1. **Editor's Note: Former § 197-11O(6) of the 1981 Revised Code, prohibiting restaurants in any building containing one or more dwelling units, which previously followed this subsection, was repealed 1-15-2008 by Ord. No. MC 3366.**

The Public Hearing on this ordinance is now open.

Robert Shaw Sr, 57 Coit Street

Hudley – Vick Motion to close Public Hearing.

Adopted
Absent: Beasley

Hudley – Vick Motion to adopt this ordinance on second reading after Public Hearing.

Adopted
Abstain: Antilus
Absent: Beasley

2. **Acting Council President Dr. Hudley:** An ordinance amending a section in the Zoning Ordinance regarding regulating Cannabis in the Township of Irvington. For the record, this notice is identical to the prior notice read.

The Clerk will read the ordinance by title.

**AN ORDINANCE AMENDING A SECTION IN THE ZONING ORDINANCE REGARDING
REGULATING CANNABIS IN THE TOWNSHIP OF IRVINGTON**

§ 650-47.1

CANNABIS OPERATORS

[Added 8-9-2021 by Ord. No. MC 3773; amended 9-27-2021 by Ord. No. MC 3779]

- A. Enabling authority. The requirements of this section are subject to the enabling authority of the State of New Jersey and are subject to compliance with all statutes and/or regulations adopted by the State of New Jersey or its instrumentalities. If any provision of this section is inconsistent with the statutes and/or regulations of the State of New Jersey, the state statutes and/or regulations shall govern.

CANNABIS ESTABLISHMENTS PERMITTING; RULES AND REGULATIONS Purpose.

- A. This chapter titled “Cannabis Establishments” is created and added to the general ordinances of the municipal code of Irvington for the purpose of establishing local permitting requirements and regulating the operations of cannabis establishments with respect to the cultivation, manufacturing, wholesale, distribution, retail, delivery, use and consumption of recreational cannabis and cannabis Items in the township in accordance with the provisions of the New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act (the “Act”), any supplements and amendments thereto, and in accordance with the rules and regulations promulgated or to be

promulgated by the New Jersey Cannabis Regulatory Commission (the “CRC”), and in accordance with the rules and regulations of the township not inconsistent with the Act or the rules and regulations of the State of New Jersey. The regulations of this ordinance are subject to the enabling authority of the state pursuant to N.J.S.A., 24:6I-45 and are subject to compliance with all statutes and regulations adopted by the state or its instrumentalities, including the CRC. If any provision of this ordinance is inconsistent with state statutes or any regulations thereof, the state statutes and regulations shall prevail. General Provisions.

- B. Prior to the operation of any Cannabis Establishment in the Township, a conditional License must be obtained from the state pursuant to the Act and a permit must be obtained from the Township pursuant to this chapter for the particular class of operation being conducted.
- a. The Township of Irvington shall have an application process for the Cannabis License approval from the Township and by completing and submitting said application for consideration each applicant is certifying that it has:
 - i. Applicant’s name, principal address, telephone number, email address, contact name and title;
 - ii. Class of License sought; Proposed site location with evidence of site control or plans to obtain site control, floor plan(s), and a brief statement of suitability of the site for operation as a Cannabis Establishment;
 - iii. Certification that applicant has reviewed the city’s zoning ordinances and that to the best of applicant’s knowledge the proposed site location meets the requisite zoning applicable to the location for the class of License sought either on a permitted use or conditional use basis and, if permitted on a conditional use basis, the reasons why the city should grant the applicant a variance;
 - iv. Any prior experience owning, operating or working in cannabis establishments, or in other highly regulated industries such as pharmaceuticals, banking and insurance;
 - v. Brief description of security plan that specifically addresses proposed onsite security and surveillance, diversion prevention and emergency management;
 - vi. Brief description of nuisance mitigation plan that specifically addresses proposed plans to address noise, odor, waste disposal and vehicular congestion mitigation;
 - vii. Brief description of community impact plan summarizing how the applicant intends to have a positive impact on the community in which the proposed cannabis establishment is to be located; applicant’s ties to the proposed host community (including the percentage of owners, if any, that are residents of the city or a municipality bordering the city); and which shall include an economic impact plan and a description of community outreach activities;
 - viii. Brief description of workforce development and job creation plan ensuring that 35% or more of the applicant’s workforce will come from city residents; and which may include information on the applicant’s history of job creation or planned job creation at the proposed cannabis establishment; education, training and resources to be made available for employees; any relevant certifications, and an optional diversity plan;
 - ix. A written description of the applicant’s record of social responsibility, philanthropy, and ties to the proposed host community;
 - x. Any other information, consistent with state licensing and city permitting requirements, which the Board requests; and

- xi. Any other information, consistent with state licensing requirements, which the applicant wishes for the city to consider in reviewing its Proposal.
- C. Denials. Applicants who are denied local support will have thirty (30) days within which to correct any deficiency cited in the city's denial letter and to resubmit an amended Proposal. The Board will then have up to thirty (30) days from receipt of the amended Proposal within which to review the amended portions of applicant's Proposal. At the conclusion of this review period, the city will once again issue a written determination either approving or denying applicant's request in the form and manner prescribed in §265-5(C) above. There is no limitation on the number of times an applicant may resubmit amended Proposals for reconsideration by the Board. However, the times prescribed for resubmission and review herein shall remain in effect during each review period.
- G. Fees. A non-refundable, administrative fee of \$200 shall be submitted with each Proposal and amended Proposal submitted to the Board for review.
- D. Following receipt of a conditional approval from the state and approval of a Cannabis License from the Township of Irvington, the applicant must obtain a Zoning Determination from the Department of Housing and Building Construction and/or Community Development.
 - a. Zoning Generally. Cannabis Establishments shall only be permitted to operate in zoning districts within the Township that specifically allow for such class of operation as a permitted use or a conditional use. If a zoning district within the Township allows for a particular class of operation on a conditional use basis, the Cannabis Establishment must apply for a variance in accordance with applicable provisions of Chapter 570 of the municipal code of Irvington.
- E. There shall be a minimum setback of two hundred (**200**) feet from any Cannabis Establishment to any public or private school, child daycare center, place of worship or residential building as measured from the main entrance of each establishment.
- F.

B. Definitions. As used in this section, the following terms shall have the meanings indicated:

CANNABIS

All parts of the plant *Cannabis sativa* L., whether growing or not, the seeds thereof, and every compound, manufacture, salt, derivative, mixture, or preparation of the plant or its seeds, except those containing resin extracted from the plant, which are cultivated and, when applicable, manufactured in accordance with P.L. 2021, c. 16 (N.J.S.A. 24:6I-31 et seq.), for use in cannabis products as set forth in this act, but shall not include the weight of any other ingredient combined with cannabis to prepare topical or oral administrations, food, drink, or other product. "Cannabis" does not include: medical cannabis dispensed to registered qualifying patients pursuant to the Jake Honig Compassionate Use Medical Cannabis Act, P.L. 2009, c. 307 (N.J.S.A. 24:6I-1 et seq.), and P.L. 2015, c. 158 (N.J.S.A. 18A:40-12.22 et seq.); marijuana as defined in N.J.S.A. 2C:35-2 and applied to any offense set forth in Chapters 35, 35A, and 36 of Title 2C of the New Jersey Statutes, or P.L. 2001, c. 114 (N.J.S.A. 2C:35B-1 et seq.), or marihuana as defined in Section 2 of P.L. 1970, c. 226 (N.J.S.A. 24:21-2), and applied to any offense set forth in the New Jersey Controlled Dangerous Substances Act, P.L. 1970, c. 226 (N.J.S.A. 24:21-1 et seq.); or hemp or a hemp product cultivated, handled, processed, transported, or sold pursuant to the New Jersey Hemp Farming Act, P.L. 2019, c. 238 (N.J.S.A. 4:28-6 et seq.).

CANNABIS DELIVERY SERVICE

Any licensed person or entity that provides courier services for consumer purchases of cannabis items and related supplies fulfilled by a cannabis retailer in order to make deliveries of the cannabis items and related supplies to that consumer, and which services include the ability of a consumer to purchase the cannabis items directly through the cannabis delivery service, which after presenting the purchase order to the cannabis retailer for fulfillment, is delivered to that consumer. This person or entity shall hold a Class 6 cannabis delivery license issued pursuant to CREAMMA.

CANNABIS EXTRACT

A substance obtained by separating resins from cannabis by: 1) a chemical extraction process using a hydrocarbon-based solvent, such as butane, hexane, or propane; 2) a chemical extraction process using the hydrocarbon-based solvent carbon dioxide, if the process uses high heat or pressure; or 3) any other process identified by the Cannabis Regulatory Commission by rule or regulation.

CANNABIS FLOWER

The flower of the plant *Cannabis sativa* L. within the plant family Cannabaceae.

CANNABIS ITEM

Any usable cannabis, cannabis product, cannabis extract, and any other cannabis resin. "Cannabis item" does not include: any form of medical cannabis dispensed to registered qualifying patients pursuant to the Jake Honig Compassionate Use Medical Cannabis Act, P.L. 2009, c. 307 (N.J.S.A. 24:6I-1 et seq.), and P.L. 2015, c. 158 (N.J.S.A. 18A:40-12.22 et seq.); or hemp or a hemp product cultivated, handled, processed, transported, or sold pursuant to the New Jersey Hemp Farming Act, P.L. 2019, c. 238 (N.J.S.A. 4:28-6 et seq.).

CANNABIS LEAF

The leaf of the plant *Cannabis sativa* L. within the plant family Cannabaceae.

CANNABIS MANUFACTURER

Any licensed person or entity that processes cannabis items in this state by purchasing or otherwise obtaining usable cannabis, manufacturing, preparing, and packaging cannabis items, and selling, and optionally transporting, these items to other cannabis manufacturers, cannabis wholesalers, or cannabis retailers, but not to consumers. This person or entity shall hold a Class 2 cannabis manufacturer license issued pursuant to CREAMMA.

CANNABIS OPERATOR

A person or entity that is authorized to conduct operations as a retailer or manufacturer in accordance with a cannabis permit issued by a cannabis permitting authority and pursuant to CREAMMA and its implementing regulations.

CANNABIS PERMIT OR LICENSE

The document or documents, also referred to as a license, issued by the Division of Medicinal Marijuana within the New Jersey Department of Health, or the New Jersey Cannabis Regulatory Commission, or other state agency or entity or successor state agency or entity authorized to issue a medical cannabis dispensary permit/license or adult-use cannabis dispensary permit/license.

CANNABIS PERMITTING AUTHORITY

The Division of Medicinal Marijuana within the New Jersey Department of Health and/or New Jersey Cannabis Regulatory Commission and/or any other state agency or entity or successor state agency or entity with the statutory and regulatory authority to issue medical cannabis dispensary permits or permit endorsements.

CANNABIS PRODUCT

A product containing usable cannabis, cannabis extract, or any other cannabis resin and other ingredients intended for human consumption or use, including a product intended to be applied to the skin or hair, edible cannabis products, ointments, and tinctures. "Cannabis product" does not include: 1) usable cannabis by itself; or 2) cannabis extract by itself; or 3) any other cannabis resin by itself.

CANNABIS RESIN

The resin extracted from any part of the plant *Cannabis sativa* L., including cannabis extract and resin extracted using nonchemical processes, processed and used in accordance with P.L. 2021, c. 16 (N.J.S.A. 24:6I-31 et seq.). "Cannabis resin" does not include: any form of medical cannabis dispensed to registered qualifying patients pursuant to the Jake Honig Compassionate Use Medical Cannabis Act, P.L. 2009, c. 307 (N.J.S.A. 24:6I-1 et seq.), and P.L. 2015, c. 158 (N.J.S.A. 18A:40-12.22 et seq.); hashish as defined in N.J.S.A. 2C:35-2 and applied to any offense set forth in Chapters 35, 35A, and 36 of Title 2C of the New Jersey Statutes, or P.L. 2001, c. 114 (N.J.S.A. 2C:35B-1 et seq.), or as defined in Section 2 of P.L. 1970, c.

226 (N.J.S.A. 24:21-2), and applied to any offense of the New Jersey Controlled Dangerous Substances Act, P.L. 1970, c. 226 (N.J.S.A. 24:21-1 et seq.); or hemp or a hemp product cultivated, handled, processed, transported, or sold pursuant to the New Jersey Hemp Farming Act, P.L. 2019, c. 238 (N.J.S.A. 4:28-6 et seq.).

CANNABIS RETAILER

Any licensed person or entity that purchases or otherwise obtains usable cannabis from cannabis cultivators and cannabis items from cannabis manufacturers or cannabis wholesalers, and sells these to consumers from a retail store, and may use a cannabis delivery service or a certified cannabis handler as set forth in N.J.S.A. 24:6I-44 for the off-premises delivery of cannabis items and related supplies to consumers. A cannabis retailer shall also accept consumer purchases to be fulfilled from its retail store that are presented by a cannabis delivery service which will be delivered by the cannabis delivery service to that consumer. This person or entity shall hold a Class 5 cannabis retailer license issued pursuant to CREAMMA.

CANNABIS WHOLESALE

Any licensed person or entity that purchases or otherwise obtains, stores, sells or otherwise transfers, and may transport, cannabis items for the purpose of resale or other transfer to either another cannabis wholesaler or to a cannabis retailer, but not to consumers. This person or entity shall hold a Class 3 cannabis wholesaler license issued pursuant to CREAMMA.

CANNABIS CULTIVATOR (GROWER)

Any licensed person or entity that grows, packages and/or sells cannabis.

CONSUMER

A person 21 years of age or older who purchases, directly or through a cannabis delivery service, acquires, owns, holds, or uses cannabis items for personal use by a person 21 years of age or older, but not for resale to others.

CONSUMPTION

The act of ingesting, inhaling, or otherwise introducing cannabis items into the human body.

CREAMMA

The New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act (Approved February 22, 2021).

DELIVERY

The transportation of cannabis items and related supplies to a consumer. "Delivery" also includes the use by a licensed cannabis retailer of any third-party technology platform to receive, process, and fulfill orders by consumers, provided that any physical acts in connection with fulfilling the order and delivery shall be accomplished by a cannabis handler certified in accordance with N.J.S.A. 24:6I-44 performing work for or on behalf of the licensed cannabis retailer, which includes a certified cannabis handler employed or otherwise working on behalf of a cannabis delivery service making off-premises deliveries of consumer purchases fulfilled by that cannabis retailer.

HONIG ACT

The Jake Honig Compassionate Use Medical Cannabis Act (approved July 2, 2019), P.L. 2019, c. 153, revising and supplementing P.L. 2009, c. 307: N.J.S.A. 24:6I-1 et seq.

LOCAL CANNABIS TRANSFER TAX

A tax of 2% on all sales of recreational cannabis or cannabis items by a cannabis establishment in the Township of Irvington.

LOCAL CANNABIS USE TAX

A local tax equivalent to the Transfer Tax on any cannabis moved between locations or businesses by an operator with one or more locations located within or outside the boundary of the Township of Irvington.

MICROBUSINESS

The holder of a license with a smaller footprint than a standard license holder. It can be a distributor, delivery service and the Township sets the perimeters for same. Ex; employ no more than x-number

of employees; establishment occupies an area of no more than x— square feet; possess no more than x-amount of cannabis plants each month; if a manufacturer no more than x amount of pounds of usable cannabis per month

PREMISES or LICENSED PREMISES

Includes the following areas of a location licensed under P.L. 2021, c. 16 (N.J.S.A. 24:6I-31 et seq.): all public and private enclosed areas at the location that are used in the business operated at the location, including offices, kitchens, rest rooms, and storerooms; all areas outside a building that the Cannabis Regulatory Commission has specifically licensed for the production, manufacturing, wholesaling, distributing, retail sale, or delivery of cannabis items; and, for a location that the commission has specifically licensed for the production of cannabis outside a building, the entire lot or parcel that the licensee owns, leases, or has a right to occupy.

PUBLIC PLACE

Any place to which the public has access that is not privately owned; or any place to which the public has access where alcohol consumption is not allowed, including, but not limited to, a public street, road, thoroughfare, sidewalk, bridge, alley, plaza, park, playground, swimming pool, shopping area, public transportation facility, vehicle used for public transportation, parking lot, public library, or any other public building, structure, or area.

USABLE CANNABIS

The dried leaves and flowers of the female plant *Cannabis sativa* L., and does not include the seedlings, seeds, stems, stalks, or roots of the plant.

C. General. Standards and guidelines set forth in this section shall supersede other requirements of the zone district in which the dispensary is to be located to the extent they are inconsistent with the requirements for cannabis operators set forth herein. Where bulk regulations, parking requirements, or other provisions of the Zoning Code are not specifically stated, the underlying zoning standards and guidelines shall prevail.

D. Required approvals. Prior to the operation of any cannabis operator in the Township of Irvington the following shall be required:

(1) The applicant shall submit proof that the applicant has or will have lawful possession of the premises proposed for the cannabis retailer, which proof may consist of: a deed, a lease, a real estate contract contingent upon successful licensing, or a binding letter of intent by the owner of the premises indicating an intent to lease the premises to the entrant contingent upon successful licensing.

(2) The location proposed for licensing by the applicant shall comply with all applicable municipal zoning laws and the location restrictions set forth in this Code.

(3) The applicant shall submit all required fees for the application and conditional license in accordance with the fee schedule set forth below. All fees shall be nonrefundable except as expressly provided herein.

Type of License	Application Fee (Initial)	Application Fee (Renewal)	Annual Registration Fee
Retailer	\$10,000.00	\$10000.00	\$5000.00
Manufacturer	\$10,000.00	\$10000.00	\$7500.00
Grower	\$10,000.00	\$10000.00	\$7500.00
Distributor	\$10,000.00	\$10000.00	\$7500.00
Distributor	\$10,000.00	\$10000.00	\$7500.00
Delivery Service	\$10,000.00	\$10000.00	\$5000.00
Micro Retailer	\$5000.00	\$5000.00	\$2500.00

- (4) A cannabis operator must obtain a Class 1 (Cultivator), Class 2 (Manufacturer), Class 3 (Wholesaler), Class 4 (Distributor), Class 5 (Retailer) or Class 6 (Delivery) license issued by the state's Cannabis Regulatory Commission;
- (5) A state and local consumption endorsement must be obtained pursuant to CREAMMA;
- (6) Site plan approval shall be obtained from the Township of Irvington Planning Board or Board of Adjustment, as the case may be;
- (7) A first certificate of zoning compliance shall be obtained along with all necessary building permits for build-out of the cannabis operator in accordance with the approved site plan; and
- (8) A final certificate of zoning compliance and certificate of occupancy must be issued.
- (9) Any local license issued pursuant to this chapter shall be valid for a period of three years from the date of issuance, subject to payment of the annual registration fee, and shall be in accordance with the provisions of this chapter.

E. Compliance requirements. A cannabis operator established pursuant to this section shall, at all times, operate in complete compliance with the terms and conditions of its cannabis permit(s) and any conditions set forth in its site plan approval, and all applicable codes and standards set forth in state codes and the Municipal Code of the Township of Irvington.

F. Permitted zone districts. Cannabis operators shall be conditionally permitted, as a conditional use, only in the following districts:

- (1) Recreational cannabis retailer and dispensary shall be conditionally permitted in the following districts: B-3 Limited Business; B-4 General Business; and CBD Central Business District, Downtown Mixed-Use.
- (2) Medicinal cannabis retailer and dispensary shall be conditionally permitted in the following districts: B-1 Neighborhood Business District; B-2 Shopping Center; B-3 Limited Business; B-4 General Business; and CBD Central Business District, Downtown Mixed-Use.
- (3) Cultivating, manufacturing, wholesale, and distributing shall be conditionally permitted in the following districts: M-1 Special Industrial Manufacturing District; M-2 Light Industrial Manufacturing District; M-3 Heavy Industrial Manufacturing District.
- (4) In addition to the permitted zone districts, no cannabis operator shall operate within 200 feet of a school or place of worship.
- (5) B-5 Big Box Center shall be conditionally permitted for cannabis retailer and dispensary provided that the location is on the ground floor of the proposed site and has an entrance on the exterior of the location that serves as the primary point of ingress/egress for the business with secondary access into the main area of the Big Box Center that serves as an emergency exit only.

G. Hours of operation. It shall be unlawful for any person to sell (or dispense) cannabis or cannabis products at a cannabis operator within the Township of Irvington at any time other than between the hours of ~~8:00 a.m.~~ 9:00am and 8:00 p.m. ~~daily.~~ Monday through Saturday. On Sunday, hours of operation shall be permissible between 12:00pm and 6:00pm.

H. No cannabis operator shall be allowed as a home occupation as defined in §650-4.

I. No cannabis operator shall be housed in a vehicle or any movable or mobile structure.

J. Site plan approval; minimum requirements; performance standards.

(1) Minimum requirements. In addition to other requirements established by the Township of Irvington, the applicant shall include, at minimum, the following documents as evidence of compliance and good standing in the state and with the municipality.

- (a) A letter from the Township of Irvington Director of Public Safety, or his or her designee, stating that the department has reviewed the applicant's safety and security protocols included in the pending application and has found them to be satisfactory.

(2) Performance standards.

(a) Building use. A cannabis operator shall only be located on the ground floor (i.e., street level) of any building in which it has been approved to be located unless the medical cannabis dispensary occupies the entire building on the property. Any such medical cannabis dispensary shall be accessible directly from the right-of-way through a separate entrance, independent from any other retail or residential ingress to the building. Only a secured, one-way emergency exit from the establishment may be integrated with common egress.

(b) Bulk and area requirements. Bulk and area requirements shall follow those of the underlying zoning district.

(c) Product display and storage. No cannabis products shall be visible from a public sidewalk, public street or right-of-way, or any other public place. All cannabis products shall be stored securely indoors and on site.

(d) Consumption. Consumption of cannabis products including smoking, ingestion of edibles or by any other means of consumption shall be not permitted on the premises or adjacent ground of a cannabis operator. Consumption shall not be permitted at any public place.

(e) Odor. A cannabis operator shall have equipment to mitigate cannabis-related odor. The building shall be equipped with a ventilation system with carbon filters or other filters sufficient in type and capacity to eliminate cannabis odors emanating from the interior of the premises. The filters are required to be replaced regularly for the best effectiveness to mitigate odor. The ventilation system must be approved by the Township of Irvington Health Department and Building Department or designated vendor and may be subject to periodic inspection.

(f) Noise. Outside generators and other mechanical equipment used for any kind of power supply, cooling or ventilation shall be enclosed and have appropriate baffles, mufflers, and/or other noise reduction systems to mitigate noise pollution.

(g) Security. All cannabis operators shall be secured and shall have full-time security protocols. Security protocols shall be submitted to the Township of Irvington Police Department for compliance review with all safety and security standards established by the State of New Jersey for cannabis operators. The Township of Irvington Police Department may, at its discretion and upon review of the proposed location, recommend or require additional safety and security measures. At minimum, the following shall apply:

[1] A video recording security system shall be employed covering all areas of the cannabis operator and the adjacent exterior of the building with a 24/7 recording system that records for a minimum thirty-day archive.

[2] The Township of Irvington Police Department and Zoning Officer shall be provided the name and twenty-four-hour phone number of the responsible staff person to notify during suspicious activity or emergency.

[3] Outside areas of the premises shall be well-illuminated for safety and security, but not in a way that is counter to Code requirements for outdoor lighting and screening or obtrusive to pedestrians, drivers or other users of the public right-of-way.

[4] The premises and right-of-way adjacent to the cannabis operator shall be monitored by staff of the medical cannabis dispensary and kept free of loitering, litter and other debris, and the sidewalks shall be swept and cleaned on a regular basis.

[5] Consumers shall be screened and demonstrate identification confirming they are ages 21 years old or older.

[6] Capacity. A cannabis retailer shall permit a maximum of 30 patrons per 1,500 square feet of gross floor area.

(h) Parking. Cannabis operators shall adhere to the following parking space requirements:

[1] Recreational retailer and dispensary: Any recreational retailer with a gross floor area of 1,500 square feet or less: none; any recreational retailer with a gross floor area exceeding 1,500 square feet: one space per 500 square feet of gross floor area.

[2] Medicinal dispensary: shall adhere to the parking requirements of banks, financial and business offices and professional and commercial offices (§ 650-33D).

[3] Cultivating, manufacturing wholesale or distributing: shall adhere to the parking requirements of industrial manufacturing establishments (§ 650-33N).

(i) Cannabis operator shall enter into a community benefit agreement.

(j) Records: Records of all cannabis purchased and sold must be made available upon 14 days' advance notice when called for by the Township, or any other authorized person or entity.

K. Penalty for violation. Any violation of the provisions of this subsection or the conditions of the zoning permit granted, inclusive of any agreements or conditions imposed by the Planning Board or Board of Adjustment, as the case may be, shall be punishable by a civil fine; minimum fine shall be \$2,500.00, maximum fine shall be \$5000.00. Each day that a violation is committed, exists or continues shall be deemed a separate and distinct offense. In addition, ongoing or repeat offenses may result in suspension of the certificate of occupancy for a period to be determined by the Zoning Officer. All violations will be reported to the appropriate cannabis permitting authority or designated state authority.

L. Suspension of use. The Municipal Council may suspend or revoke any license the corresponding state license or permit for the subject location is expired, surrendered, suspended, or revoked. Following the commencement of retail sales of cannabis or cannabis products, the Irvington Municipal Council may suspend or revoke any license if the licensed premises have been inactive or unoccupied by the licensee for at least six months Any subsequent application for use or occupancy of the premises as a cannabis operator, including reoccupation by the previous operator, shall be referred to the original land use board of jurisdiction as a new application.

M. Signage. The following signage regulations shall be enforced:

(1) One sign shall be permitted per cannabis operator.

(2) Signage shall not be illuminated at any time.

(3) Signage shall comply with the requirements of § 650-31 of the Township's Zoning Ordinance.

(4) The following words shall be prohibited: "cannabis," "marijuana," and "weed."

N. **No Transfer of License is Permitted:** It cannot be transferred in whole or in part, without the prior written approval of the Township of Irvington. No successor in interest of a licensee shall acquire any rights or powers without the prior written consent of the Township. For purposes of this chapter, any change in control of the licensee resulting from a merger, consolidation, stock transfer, or asset sale shall be deemed an assignment or transfer that requires the prior written consent of the Township.

O. LOCAL CANNABIS TRANSFER TAX

The Township of Irvington hereby establishes that following transfer taxes on the sale of cannabis or cannabis items by a cannabis establishment located within Irvington:

- o Receipts from the sale of cannabis by a cannabis cultivator to another cannabis cultivator;
- o Receipts from the sale of cannabis items from one establishment to another cannabis establishment;
- o Receipts from retail sales of cannabis items by a cannabis retailer to retail consumers; or
- o Any combination thereof.

The rates are established as set forth below:

- o Two percent of the receipts from each sale by a cannabis cultivator;
- o Two percent of the receipts from each sale by a cannabis manufacturer;

- o One percent of the receipts from each sale by a cannabis wholesaler; and
- o Two percent of the receipts from each sale by a cannabis retailer.

If a municipality adopts an ordinance providing for a transfer tax as noted above, the ordinance must also provide for a user tax. This user tax must be equivalent to the transfer tax rates, on any concurrent license holder, operating more than one cannabis establishment. The user tax allows for tax parity, by preventing vertically integrated cannabis establishments from avoiding the transfer tax.

P. USER TAX

The Township hereby establishes a User Tax, at the equivalent Transfer Tax rates provided above, on any concurrent license holder, as permitted by section 33 of P.L. 2021, c. 16 (C.24:6I-46), operating more than one cannabis establishment, or on any concurrent holder of plenary wholesale licenses or plenary retail distribution licenses. The User Tax shall be imposed on the value of each transfer or use of cannabis or cannabis items not otherwise subject to the Transfer Tax as imposed above, from the license holder's establishment that is located in the Township to any of the other license holder's establishments, whether located in the municipality or another municipality.

Q. COLLECTION OF TRANSFER AND USER TAX

All revenues collected from the transfer tax or user tax above shall be remitted to the Chief Financial Officer of the Township in certified funds no later than January 31st of the following year and be accompanied by an audit prepared by a licensed Certified Public Accountant and include any records/receipts in support of the taxes paid to the Township.

R. Penalties

LIABILITY TO PROPERTY OWNERS

- i. Property owners who rent or otherwise permit the custody and control of the property where a violation of this ordinance occurs shall be subject to the following penalties upon notice from the Township of Irvington that a violation has occurred and failing to cure said violation within 60 calendar days:
 - a. Revocation of the property CO or CCO, which will render the property unoccupiable and require the property owner to repeat the application and inspection process to return the property to good standing.
 - b. Minimum Fine of \$10,000.00.
 - c. The attachment of unpaid fines and violations as “special charges” against the property which will be sold at the Township’s annual tax sale upon approval by Resolution.

The Public Hearing on this ordinance is now open.

Robert Shaw Sr, 57 Coit Street

Vick – Vauss, Jr. Motion to close Public Hearing.

Adopted
Abstain: Antilus
Absent: Beasley

Vick – Vauss, Jr. Motion to adopt this ordinance on second reading after Public Hearing.

Adopted

Abstain: Antilus

Absent: Beasley

3. **Acting Council President Dr. Hudley:** An ordinance authorizing the execution of a financial agreement with 61-79 Twenty Second Urban Renewal and granting a tax exemption with respect to certain property identified on the township’s tax map as block 148, Lots 28, 29, 30, 31, 32, 33, 34 & 35 and located at 61 through 79 22nd Street will be heard that this time. The Clerk will read the notice of hearing.

The Clerk will read the ordinance by title.

MC 2024-_____

AN ORDINANCE AUTHORIZING THE EXECUTION OF A FINANCIAL AGREEMENT WITH 61-79 TWENTY SECOND URBAN RENEWAL, AND GRANTING A TAX EXEMPTION WITH RESPECT TO CERTAIN PROPERTY IDENTIFIED ON THE TOWNSHIP’S TAX MAP AS BLOCK 148, LOTS 28, 29, 30, 31, 32, 33, 34 & 35 AND LOCATED AT 61 THROUGH 79 22ND STREET

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

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

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

WHEREAS, pursuant to N.J.S.A. 40A:12A-4, the Township has determined to act as the “redevelopment entity”, as such term is defined at N.J.S.A. 40A:12A-3, responsible for carrying out redevelopment projects in the Redevelopment Area in accordance with the Redevelopment Plan, pursuant to N.J.S.A. 40A:12A-4(c); and

WHEREAS, the Township is the owner of certain properties within the Redevelopment Area designated as Block 148, Lots 30, 31, 33, 34 & 35 and identified in the Township tax records, respectively, as 71 22nd Street, 69 22nd Street, 65 22nd Street, 63 22nd Street and 61 22nd Street (the “**Township Parcels**”); and

WHEREAS, the Entity is the owner of or intends to acquire certain properties within the Redevelopment Area designated as Block 148, Lots 28, 29 & 32 as identified in the Township tax records, respectively, as 77-79 22nd Street, 73-75 22nd Street and 67 22nd Street (the “**Redeveloper Parcels**” and together with the Township Parcels, referred to herein as the “**Property**”); and

WHEREAS, the Entity proposes to undertake a project on the acquisition of the Township Parcels, the assemblage of the Property, and development, financing, construction, implementation, and cohesive redevelopment of the Property with a five (5) story multi-family, residential building with sixty-two (62) market-rate residential units (comprised of four (4) three-bedroom units, twenty-one (21) two-bedroom units and thirty-seven (37) one- bedroom units) and 51 off-street parking spaces, as well as 5 electric vehicle parking spaces, and 10 on-street parking spaces, the repair and/or replacement of the sidewalk frontage on the Property, and certain other on-site and offsite improvements (collectively, the “**Project**”); and

WHEREAS, the Project includes the construction of various infrastructure improvements to the Property and the streets abutting the Property that are required as a result of the construction of the Project, including but not limited to curb replacements, street resurfacing, and construction of sidewalks, landscaping and similar improvements, all consistent with the Entity’s approved site plan, to be determined in consultation with the Township Planner (collectively, the “**Infrastructure Improvements**”); and

WHEREAS, the Township and the Entity have entered into that certain Redevelopment Agreement dated [_____] (the “**Redevelopment Agreement**”), approved on [_____] 2024 by Resolution No. [_____] of the Township Council, to effectuate the redevelopment of the Redevelopment Area and specify the respective rights and responsibilities of the parties with respect to the Project; and

WHEREAS, pursuant to and in accordance with the provisions of the Long Term Tax Exemption Law, as amended and supplemented, (N.J.S.A. 40A:20-1 *et seq.*) (the “**Exemption Law**”) and the New Jersey Redevelopment Area Bond Financing Law, constituting Chapter 310 of the Pamphlet Laws of 2001 of the State of New Jersey, and the acts amendatory thereof and supplemental thereto (the “**RAB Law**”, as codified in N.J.S.A. 40A:12A-64 *et seq.*), the Township is authorized to provide for and accept, in lieu of real property taxes, an Annual Service Charge (as hereinafter defined) paid by the Entity to the Township; and

WHEREAS, the Entity has applied for a long-term tax exemption for the improvements to be constructed in connection with the Project as described more fully within the application for long term tax exemption submitted by the Entity (a copy of which is attached hereto as Exhibit A, the “**Application**”),

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

I. GENERAL

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

II. APPLICATION FOR EXEMPTION APPROVED

The Application, which is on file with the Township Clerk and which has been recommended for approval to the Township Council by the Mayor, is hereby accepted and approved.

III. EXECUTION OF FINANCIAL AGREEMENT AUTHORIZED

(d) The Mayor is hereby authorized to execute the Financial Agreement, substantially in the form attached hereto as **Exhibit A**, subject to modification or revision deemed necessary or appropriate by the Township in consultation with counsel, and to take all other necessary or appropriate action to effectuate such Financial Agreement.

(e) The Township Clerk is hereby authorized and directed, upon the execution of the Financial Agreement in accordance with the terms of Section III(a) hereof, to attest to the signature of the Mayor upon such document and is hereby further authorized and directed to affix the corporate seal of the Township upon such document.

(f) In accordance with P.L. 2015, c. 247, within ten (10) calendar days following the later of the effective date of this Ordinance or the execution of the Financial Agreement by the Entity, the Township Clerk shall transmit a certified copy of this Ordinance and the Financial Agreement to the chief financial officer of

Essex County and to the Essex County Counsel for informational purposes, as well as to the Tax Assessor of the Township.

IV. SEVERABILITY

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

V. AVAILABILITY OF THE ORDINANCE

A copy of this Ordinance shall be available for public inspection at the offices of the Township.

VI. EFFECTIVE DATE

This Ordinance shall take effect according to law.

EXHIBIT A

Form of Financial Agreement

The Public Hearing on this ordinance is now open.

Robert Shaw Sr, 57 Coit Street

Vick – Brown Motion to close Public Hearing.

Adopted
Abstain: Antilus
Absent: Beasley

Vick – Brown Motion to adopt this ordinance on second reading after Public Hearing.

Adopted
Abstain: Antilus
Absent: Beasley

12. MISCELLANEOUS

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

Elouise McDaniel, 214 Nesbit Terrace
Robert Shaw, Sr., 57 Coit Street
Jessie Witcher, 219 Park Place

Acting Council President Dr. Hudley advised the citizens that their concerns will be forwarded to the appropriate administrative office so they can be properly addressed.

13. ADJOURNMENT (*Roll Call)

There being no further business, the meeting adjourned at 8:20 P.M.

Dr. October Hudley, Acting Council President

Shawna M. Supel, Municipal Clerk