

TOWNSHIP OF IRVINGTON



MUNICIPAL COUNCIL MEETING MINUTES MARCH 9, 2026 7:30 PM

Join Zoom Meeting: <https://us02web.zoom.us/j/84669030129>
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Virtual - Zoom Meetings

Appointments
Administration

1. PLEDGE OF ALLEGIANCE

2. MOMENT OF SILENCE

3. ROLL CALL

ROLL CALL	PRESENT	ABSENT	LATE ARRIVAL	EARLY DEPARTURE
Antilus	X			
Brown	X			
Dr. Frederic	X			
Dr. Hudley	X			
Vauss, Jr.	X			
Vick	X			
Beasley, President	X			

Council President Jamillah Z. Beasley reads the following Statement of Proper Notice Pursuant to the Sunshine Law.

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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)

No public members requested to be heard.

5. HEARING OF COUNCIL MEMBERS

No Council Members requested to be heard.

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

A. Reports

1. Keyboarding Clerk II Jenilee Jean-Pierre – Report of the February 19, 2026 Parking Committee Meeting
2. Keyboarding Clerk II Jenilee Jean-Pierre – Report of the February 20, 2026 Sanitation/Quality of Life Committee Meeting
3. Health Deputy Director Kimberly Pierre - Report of the February 28, 2026 Ad Hoc/Health Committee Meeting
4. Community Development Executive Assistant Attiya Pennix - Report of the February 28, 2026 Redevelopment, Housing & Rent Control Committee Meeting
5. Township Attorney Ramon Rivera, Esq. - Report of the March 2, 2026 Legal Committee Meeting

7. REPORTS OF COMMITTEES

- A. February 18, 2026 - Request for Qualifications – Special Legal Counsel

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 – Vauss, Jr. | 1. An Ordinance Amending Chapter 620, Entitled “Vehicles and Traffic,” to Designate Certain Parking Violations as Payable Offenses |
| Vick – Brown | 2. An Ordinance Authorizing the Execution of a Financial Agreement Between the Township of Irvington and Springfield Gateway Partners LLC |

C. Bills & Claims

Hudley – Vick 1. Bill Lists

RESOLVED THAT THE BILLS AND CLAIMS AGAINST THE TOWNSHIP OF IRVINGTON FOR A PERIOD **MARCH 9, 2026** 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	\$6,733,047.23
TOTAL	\$6,733,047.23

Adopted

Hudley – Vick 2. Payrolls

Payroll Date: February 20, 2026

TOTAL	\$2,401,762.41
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Adopted

9. RESOLUTIONS AND MOTIONS

A. Resolutions

Frederic – Vauss, Jr. 1. Qualify Certified and Licensed Contractors to Rehabilitate Residential Properties – Blackstone Group LLC

RESOLUTION QUALIFYING CERTIFIED AND LICENSED CONTRACTORS TO REHABILITATE RESIDENTIAL PROPERTIES

WHEREAS, the Request for Qualifications for certified and licensed contractors to rehabilitate residential properties was publicly advertised in the New Jersey Star Ledger on December 18, 2025 with a deadline for qualifications to be submitted on January 13, 2026; and

WHEREAS, one qualification was received and publicly opened by the Township Clerk and the Purchasing Agent; and

WHEREAS, said qualification was referred to the Director of Economic Development; and

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WHEREAS, the Economic Development Director has recommended that a list be created for this service for one year with the following firm(s):-

Blackstone Group LLC
169 Scotland Road, Orange, NJ

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that the above vendor is qualified for the services of rehabilitation contractor service for residential properties and the Economic Development Director will prepare separate resolutions with quotes from all vendors for each project and the lowest quoters will be assigned the project

BE IT FURTHER RESOLVED, that this qualification is for one year starting on March 10, 2026 until March 11, 2027; 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

Adopted

Vick – Beasley 2. Refund Tax Overpayment on 239 Orange Avenue, Block 50, Lot 17 in the Amount of \$3,901.20

**Resolution to Refund Tax Overpayment
on Block 50 Lot 17, 239 Orange Ave.**

WHEREAS, Providence Abstract LLC, remitted a payment for the 2026 Q1 property taxes in the amount of \$3,901.20 on January 20, 2026 for Block 50 Lot 17; and

WHEREAS, Corelogic remitted a wire payment for the 2026 Q1 property taxes, in the amount of \$3,901.20 on February 6, 2026 for Block 50 Lot 17; and

WHEREAS, Providence Abstract LLC has requested to be refunded the tax overpayment in the amount of \$3,901.20 for 239 Orange Ave., Block 50 Lot 17; and

WHEREAS, the Tax Collector desires to refund the 2026 Q1 property tax payment in the amount of \$3,901.20 to Providence Abstract LLC.

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON, COUNTY OF ESSEX, STATE OF NEW JERSEY that the Township of Irvington Tax Collector is authorized to issue a refund of the 2026 Q1 property tax payment in the amount of \$3,901.20 to Providence Abstract LLC.

Adopted

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Brown – Vick 3. Authorize Purchases Under the Morris County Cooperative Purchasing Program Over the Bid Threshold of \$53,000.00

**AUTHORIZING PURCHASES UNDER THE MORRIS COUNTY
COOPERATIVE PURCHASING PROGRAM
OVER THE BID THRESHOLD OF \$53,000.00**

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 \$53,000.00 for calendar year 2026:-

Name of Vendor	Contract Number	Commodity	Amount
Continental Trading & Hardware	10	Lumber, insulation, hardware and paint	\$300,000
Jen Electric	37	Traffic signal maintenance and repairs	\$200,000
Sherwin Williams	27	Paint	\$95,000
Route 23 Auto mall LLC	15-F	Full-size Cab/Chasi	\$750,000
Office Concepts	25	Office Supplies, and Janitorial Supplies	\$400,000
Firefighter One Apparatus, LLC	13-B	Repair/Rebuild Fire Water Pumps on Fire Apparatus	\$150,000
Ciocca FMFL, Inc.	15-C	Utility Vehicles	\$150,000
Nielsen Ford of Morristown	15-C	Utility Vehicles	\$150,000
Everon, LLC	52	Fire Alarms, Sprinklers, Standpipe Systems & Fire Pumps	\$70,000
Tree King	18	Tree Removal, Trimming & Stump Grinding Services	\$100,000
National Highway Products	28	Traffic Sign Materials	\$60,000
Genserve	46	Preventive Repair/Emergency Generators	\$55,000

WHEREAS, the Township of Irvington intends to enter into contracts with Morris County Co-op contract vendors over the bid threshold of \$53,000.00 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 \$53,000.00, pursuant to all the conditions of the individual 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 \$53,000.00, 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, 2026

BE IT FURTHER RESOLVED a separate resolution will be submitted to the Municipal Council for all addition vendors exceeding the bid threshold of \$53,000.00.

Adopted

Hudley – Vauss, Jr. 4. Authorize a Fair and Open Professional Service Contract For Special Legal Counsel - Kinum Law LLC - Not to Exceed \$25,000.00

**RESOLUTION AUTHORIZING FAIR AND OPEN PROFESSIONAL SERVICE
CONTRACT FOR SPECIAL LEGAL COUNSEL**

WHEREAS, the Request for Proposals for professional Special Legal Counsel services was publicly advertised in the New Jersey Star Ledger on February 02, 2026, with a deadline for proposals to be submitted on February 18, 2026; and

WHEREAS, four qualifications were received and publicly opened; and

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

WHEREAS, the Township Attorney has recommended award should be made to the following firm:

Kinum Law LLC
219 South Street, Suite 218 New Providence, NJ 07974

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that a contract for Special Legal Counsel be awarded to Kinum Law LLC of 219 South Street, Suite 218, New Providence NJ 07974, on the basis of their response to the request for proposal selection criteria and qualifications, for an amount not to exceed \$25,000.00. The provider will be paid \$250.00 per hour for attorneys, for one year March 10, 2026 until March 11, 2027; 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 C26-0023 for the first two months of services was obtained from the Chief Financial Officer and the appropriation to be charged for this expenditure is 6-01-20-155-155-256 in the amount of \$5,000.00

and the remaining balance of \$20,000.00 will be certified on the adoption of the Calendar 2026 and 2027 budgets.

Adopted

Hudley – Vick 5. Ratify a Professional Services Contract for Litigation/Defense Counsel Services in the Matter of Tam T. Tran v. Township of Irvington, et al., - Ruderman & Roth, LLC - Not to Exceed \$5,000.00

**RESOLUTION RATIFYING PROFESSIONAL SERVICES CONTRACT
FOR LITIGATION/DEFENSE COUNSEL SERVICES**

WHEREAS, resolution number TA 25-1014-41 qualified seven firms to provide litigation/defense counsel services for the Township of Irvington from October 31, 2025 until November 1, 2026; and

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

WHEREAS, the Township Attorney has determined that Ruderman & Roth, LLC has the most experience to defend the Township of Irvington in the matter of **Tam T. Tran v. Township of Irvington, et al., Docket No. ESX-L-000589-26**; and

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

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that a contract for Litigation/Defense counsel services be awarded to Ruderman & Roth, LLC, 150 Morris Avenue, Suite 303, Springfield, NJ, 07081 for a contract amount not to exceed \$5,000.00. The billing rate for this contract is \$150.00 per hour; and

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

BE IT FURTHER RESOLVED, that funds for this service will be paid from the Insurance fund for a contract amount not to exceed \$5,000.00. The billing rate for this contract is \$150.00 per hour.

Adopted

Hudley – Vick 6. Ratify a Professional Services Contract for Litigation/Defense Counsel Services in the Matter of Shamira Green v. Irvington Police Department, et al. - Florio, Kenny and Raval - Not to Exceed \$5,000.00

**RESOLUTION RATIFYING PROFESSIONAL SERVICES CONTRACT
FOR LITIGATION/DEFENSE COUNSEL SERVICES**

WHEREAS, resolution number TA 25-1014-41 qualified seven firms to provide litigation/defense counsel services for the Township of Irvington from October 31, 2025 until November 1, 2026; and

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

WHEREAS, the Township Attorney has determined that Florio, Kenny and Raval, LLP, has the most experience to defend the Township of Irvington in the matter of **Shamira Green v. Irvington Police Department, et al. Case No. 2:25-cv-00065-ES-LDW**; and

WHEREAS, the Township Attorney has recommended that a contract be awarded to Florio, Kenny and Raval, 125 Chubb Ave, Suite 310-N, Lyndhurst, NJ, 07071; and

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that a contract for Litigation/Defense counsel services be awarded to Florio, Kenny and Raval, 125 Chubb Ave, Suite 310-N, Lyndhurst, NJ, 07071 for a contract amount not to exceed \$5,000.00. The billing rate for this contract is \$150.00 per hour; and

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

BE IT FURTHER RESOLVED, that funds for this service will be paid from the Insurance fund for a contract amount not to exceed \$5,000.00. The billing rate for this contract is \$150.00 per hour.

Adopted

Vick – Hudley 7. Ratify a Professional Services Contract for Litigation/Defense Counsel Services in the Matter of Andre Fields v. Township of Irvington, et al., - Ruderman & Roth, LLC - Not to Exceed \$5,000.00

**RESOLUTION RATIFYING PROFESSIONAL SERVICES CONTRACT
FOR LITIGATION/DEFENSE COUNSEL SERVICES**

WHEREAS, resolution number TA 25-1014-41 qualified seven firms to provide litigation/defense counsel services for the Township of Irvington from October 31, 2025 until November 1, 2026; and

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

WHEREAS, the Township Attorney has determined that Ruderman & Roth, LLC has the most experience to defend the Township of Irvington in the matter of **Andre Fields v. Township of Irvington, et al., Docket No. ESX-L-008510-25**; and

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

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that a contract for Litigation/Defense counsel services be awarded to Ruderman & Roth, LLC, 150 Morris Avenue, Suite 303, Springfield, NJ, 07081 for a contract amount not to exceed \$5,000.00. The billing rate for this contract is \$160.00 per hour; and

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

BE IT FURTHER RESOLVED, that funds for this service will be paid from the Insurance fund for a contract amount not to exceed \$5,000.00. The billing rate for this contract is \$160.00 per hour.

Adopted

Hudley – Vick 8. Ratify a Professional Services Contract For Special Conflict Attorney to Advise the Municipal Clerk Regarding Election Matters - Ruderman & Roth, LLC - Not to Exceed \$10,000.00

**RESOLUTION RATIFYING PROFESSIONAL SERVICES CONTRACT
FOR SPECIAL CONFLICT ATTORNEY**

WHEREAS, resolution number TA 25-1014-43 qualified four firms to provide Special Conflict Attorney services for the Township of Irvington from October 31, 2025 until November 1, 2026; and

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

WHEREAS, the Township Attorney has determined that Ruderman & Roth, LLC has the most experience to advise the Municipal Clerk regarding election matters; and

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

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that a contract for Special Conflict Attorney counsel services be awarded to Ruderman & Roth, LLC, 150 Morris Avenue, Suite 303, Springfield, NJ, 07081 for a contract amount not to exceed \$10,000.00. The billing rate for this contract is \$160.00 per hour; and

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

BE IT FURTHER RESOLVED, that funds for this service will be paid from the Insurance fund for a contract amount not to exceed \$10,000.00. The billing rate for this contract is \$160.00 per hour.

Adopted

Hudley – Vick 9. Approve the Final Disposition of Kevin Williams v. Township of Irvington Worker's Compensation Case - Not to Exceed \$174,913.20

RESOLUTION APPROVING THE FINAL DISPOSITION OF

**KEVIN WILLIAMS V. TOWNSHIP OF IRVINGTON
WORKER'S COMPENSATION CASE NO: 2023-20816**

WHEREAS, the matter of Kevin Williams v. Township of Irvington, was filed in the Department of Labor and Workforce Development, Workers Compensation Division under Case No: 2023-20816; and

WHEREAS, the Township of Irvington Administration and the Municipal Council deem it in the best interest to bring this matter to a resolution, thus saving the Township further expense in the defense thereof and curtailing any excessive liability that could result from this litigation; and

WHEREAS, the Office of the Township Attorney has reviewed, monitored and consulted with counsel and all relevant municipal officials and pursuant thereto recommend that this matter be concluded:

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that it hereby agrees to settlement this matter for a total amount not to exceed \$174,913.20. There is a \$500,000 SIR associated with this claim of which \$458,955.76 has already been paid. the Township of Irvington will only be responsible for \$41,044.24. The Excess Carrier, Safety National, will be responsible for the balance pursuant to the terms of the Settlement Order to be executed by the Judge of the Division of Workers' Compensation; and

BE IT FURTHER RESOLVED that this matter is hereby concluded with absolutely no admission of liability on behalf of the Township of Irvington, its Police Department or any agents, officers or personnel; and

BE IT FURTHER RESOLVED that the settlement funds will be processed through D&H Alternative Risk Solutions, the Township's third-party liability administrator.

Adopted

Frederic – Hudley 10. Authorize the Submission of a Funding Request to the State of New Jersey Department of Community Affairs Urban Enterprise Authority for the Irvington Urban Enterprise Zone Administration Budget for FY2026 - Not to Exceed \$123,756.00

RESOLUTION AUTHORIZING THE SUBMISSION OF A FUNDING REQUEST TO THE STATE OF NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS URBAN ENTERPRISE AUTHORITY FOR THE IRVINGTON URBAN ENTERPRISE ZONE ADMINISTRATION BUDGET FOR FY 2026

WHEREAS, the Irvington Urban Enterprise Zone (UEZ) was established to stimulate economic growth and support local businesses within designated areas; and

WHEREAS, the effective administration of the UEZ program requires adequate funding to manage operations, implement initiatives, and provide essential services to participating businesses; and

WHEREAS, funds requested in an amount not to exceed \$123,756 will be allocated to the annual administrative budget to ensure the efficient management and successful operation of the Zone's programs and initiatives for the period July 1, 2025 to July 1, 2026; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the Township of Irvington hereby authorizes the submission for the FY 2026 Administrative Budget as proposed by Irvington UEZ.

Adopted

Brown – Antilus 11. Amend the Award of a Professional Services Contract for a Land Survey for the Irvington Outdoor Education Center, Readington, New Jersey in the Amount of \$20,231.00 to Review and Add Dead/Hazardous Trees on the Survey

**RESOLUTION TO AMEND THE AWARD OF A PROFESSIONAL SERVICES CONTRACT
FOR A LAND SURVEY FOR THE IRVINGTON OUTDOOR EDUCATION CENTER,
READINGTON, NEW JERSEY**

WHEREAS, the Township of Irvington in conjunction with the Township of Irvington Board of Education plans has a desire to renovate and rehabilitate a parcel of land consisting of 123 acres in the Township of Readington, specifically Lots 6 and 20 in Block 63 and Lot 10 in Block 61, that has commonly been referred to as the Irvington Outdoor Education Center, which provided an outdoor educational experience to Irvington students; and

WHEREAS, the property has not been used in many years and both the Township, and the Board of Education would like to resume this practice, which will require a new land survey; and

WHEREAS the Township Engineer prepared a Request for Proposals (RFP) to acquire these services, and this RFP was publicly advertised with only one firm, Harbor Consultants, Cranford, New Jersey submitting a proposal in the amount of \$ 87, 632.00 and this contract was awarded as Resolution DA 23-0925-22; and

WHEREAS, Resolution DA 25-0324-10 amended this contract to add additional easements that might affect the project for an amount of \$9,485.00; and

WHEREAS, in moving forward with this project, Redevelopment Counsel, Arbortist and architect has discovered several dead/hazardous trees on the property that needs to be added to the survey for removal purposes; and

WHEREAS, Harbor Consultants has reviewed these documents and provided a proposal in the amount of \$ 20, 231.00 to review and add dead/hazardous trees on the survey; and

WHEREAS, the Township Engineer and Purchasing Agent has reviewed this proposal and recommends that an amended professional services contract be awarded to Harbor Consultants at their proposed price of \$20,231.00.

NOW, THEREFORE, BE IT RESOLVED BY MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that a professional services contract be awarded to Harbor Consultants, Cranford, New Jersey to provide an amended land survey for the Irvington Outdoor Education Center located in Readington, New Jersey at their proposal price of \$ 20,231.00; and

BE IT FURTHER RESOLVED that pursuant to N.J.A.C. 5:34-5.2, the required Certificate of Availability of Funds No. C26-0020 for the above work has been obtained from the Chief Financial

Officer of the Township of Irvington and the appropriation to be charged for this expenditure is in the amount of \$20,231.00 is Account G-02-xx-869-22A-299.

Adopted

Vick – Brown 12. Authorize the Execution of a First Amendment to the Redevelopment Agreement Between the Township of Irvington and Springfield Gateway Partners LLC

RESOLUTION OF THE TOWNSHIP OF IRVINGTON, NJ

AUTHORIZE THE EXECUTION OF A FIRST AMENDMENT TO THE REDEVELOPMENT AGREEMENT BETWEEN THE TOWNSHIP OF IRVINGTON AND SPRINGFIELD GATEWAY PARTNERS LLC

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 Block 162, Lots 24, 25, 16, 17 and 23 with street addresses as 417 21st Street, 421 21st Street, 761 Springfield Avenue, 759 Springfield Avenue and 413 21st Street, respectively, (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 as Block 162, Lots 15, 19, 20, 21 and 22 with street addresses as 763 Springfield Avenue, 755 Springfield Avenue, 753 Springfield Avenue, 751 Springfield Avenue and 749 Springfield Avenue, respectively (the “Redeveloper Parcels” and together with the Township Parcels, referred to herein as the “Property”); and

WHEREAS, the Redeveloper 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, by Resolution No. 11, adopted by the Municipal Council of the Township on January 27, 2025, the Redeveloper entered into a Redevelopment Agreement with the Township (“Redevelopment Agreement”), setting forth the terms and conditions by which Redeveloper would

redevelop the Property into a 5-story multifamily residential building consisting of 57 market rate units (“Original Project”); 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 Original Project; and

WHEREAS, since the approval of the Redevelopment Agreement, the Redeveloper presented the Township with a revised plan for the Project, in which the Redeveloper is now proposing to reduce the number of residential units from 57 to **forty-eight (48) affordable units, including 8 one-bedroom units, 28 two-bedroom units and 12 three-bedroom units, along with 47 off-street parking spaces, and amenity space (“Project”)**; and

WHEREAS, on May 23, 2025, the Planning Board granted amended preliminary and final site plan approval for the construction of the Project; and

WHEREAS, the Redeveloper has represented that Citizens Bank and New Jersey Housing and Mortgage Finance Agency (collectively “Lender”) will be providing financing to the Redeveloper for the Project on the Property; and

WHEREAS, the Redeveloper has advised the Township that the Lender has requested certain minor revisions to the Redevelopment Agreement as a condition for financing the Amended Project, including the insertion of language into the Redevelopment Agreement acknowledging that the Lender shall be financing the Amended Project and shall be provided with notice and a right to cure any default within ninety (90) days of receipt of such default notice, amending the reverter clause to explicitly indicate that it shall not defeat, render invalid, or limit in any way the lien on the Property arising from the Lender’s mortgage and to clarify when the reverter clause shall terminate, and amending the notice provisions of the Redevelopment Agreement to include the Lender as an entity that will receive notices thereunder; and

WHEREAS, the Township and the Redeveloper wish to enter into an amendment of the Redevelopment Agreement reflecting the revisions and changes to the Redevelopment Agreement; and

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

- (a) The Mayor is hereby authorized to execute the First Amendment to 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 First Amendment to the Redevelopment Agreement.
- (b) The Municipal Clerk is hereby authorized and directed, upon the execution of the First Amendment to the Redevelopment Agreement, 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 First Amendment to 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 First Amendment to the Redevelopment Agreement, and so long as the Redevelopment Agreement remains in full force and effect, Springfield Gateway Partners LLC is hereby designated as “redeveloper” for the Project in accordance with the Redevelopment Law.

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

1. The Mayor is hereby authorized to execute the Subordination and Recognition Agreement, substantially in the form attached hereto as Exhibit B, 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 Subordination and Recognition Agreement.
2. The Municipal Clerk is hereby authorized and directed, upon the execution of the Subordination and Recognition Agreement 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.

BE IT FURTHER RESOLVED the a copy of this resolution shall be available for public inspection at the office of the Municipal Clerk.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

EXHIBIT A

Form of First Amendment of the Redevelopment Agreement

EXHIBIT B

Form of Subordination and Recognition Agreement

Adopted

~~Calendar Year~~ 13. ~~Authorize Emergency Temporary Appropriation #1 to Extend the~~
~~2026 Temporary Municipal Budget~~ **[REMOVED BY FINANCE**
COMMITTEE]

Antilus – Hudley 14. Purchase Proprietary Software Technology for the Public Safety
Department From Enforsys Police Systems, Inc. in the Amount of \$55,000.00

**RESOLUTION TO PURCHASE PROPRIETARY SOFTWARE TECHNOLOGY FOR THE
PUBLIC SAFETY DEPARTMENT**

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

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

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

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

WHEREAS, the Township would like to take advantage of provisions of NJSA 40:11-5 (dd) and award a service contract to Enforsys Police Systems, Inc, of 27 Bleeker Street, suite 222, Millburn, NJ 07041 for the total sum of \$55,000.00

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON hereby authorizes a service contract to Enforsys Police Systems, Inc, of 27 Bleeker Street, suite 222, Millburn, NJ 07041 under provisions of NJSA 40:11-5dd to purchase proprietary software for the total sum of \$55,000.00; and

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

BE IT FURTHER RESOLVED that Certification of Funds number C26-0012 has been obtained from the Chief Financial Officers for the total sum of \$55,000.00 charged to budget account number 6-01-25-240-240-118.

Adopted

10. COMMUNICATION AND PETITIONS

A. Communications

None

11. PENDING BUSINESS

None

NON-CONSENT AGENDA

8. ORDINANCES, BILLS & CLAIMS (Cont.)

B. Ordinances on Second Reading

1. **President Beasley:** An ordinance amending and supplementing Chapter 472, entitled Rent Control will be heard at this time. The Clerk will read the notice of hearing.

The Clerk will read the ordinance by title.

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 472
OF THE REVISED CODE ENTITLED RENT CONTROL**

§ 472-1. Establishment of rents.

From and after the effective date of this chapter, no landlord in the Township of Irvington shall charge any rent in excess of that which he was charging as of the effective date hereof, except for such increases as are provided herein. Establishment of rents charged on dwelling units to which this chapter is applicable shall hereafter be determined by this chapter. At the expiration of a lease or at the termination of the lease of a periodic tenant, no landlord may request, charge or receive an increase in rent greater than that allowed by Subsection A of this section. A periodic tenant whose lease term is less than one year shall not be caused to pay any increase in any twelve-month period which exceeds that allowed by Subsection A of this section. No tenant shall be caused to pay more than one increase in any twelve-month period.

A. The increase in rents permitted under this section shall be as follows:

- (1) Where the landlord supplies heat to the dwelling unit, the increase in rent shall not exceed 4% of the prior year's rent.
- (2) Where the landlord does not supply heat to the dwelling unit, the increase in rent shall not exceed 3% of the prior year's rent.
- (3) An individual age 65 or older who is a sole tenant or living with other adults all aged 65 or older within the unit shall be limited to a 2% increase annually regardless of whether the landlord provides heat to the unit.

B. The increase permitted under Subsection A herein shall be computed upon the base rent charged the tenant and not upon the base rent plus any hardship or capital surcharge granted under § 472-4 of this chapter and collected for any specified period of time.

C. A landlord shall not be entitled to request, charge or receive any tax surcharge by reason of increase in municipal property taxes.

- D. Tenants of any residential properties may present a written petition signed by a majority of the tenants and consented to by the landlord of the property, agreeing to a specific rent surcharge for a specific purpose or project, and providing for the landlord's permission to permit the tenant's representative to review the expenditures involved for the particular purpose or project surcharge. Each dwelling unit shall be considered a single tenant for the purposes of this subsection. If the aforementioned surcharge is approved by the Rent Leveling Officer, the surcharges shall run for a maximum of two years, if so provided. If there are in existence joint agreements that have been in existence for more than two years, they shall expire within 60 days after the effective passage of this amendment.
- E. Unbundling.
 - (1) A landlord shall not be allowed to unbundle service in order to defeat the intent of this chapter.
 - (a) "Unbundling" shall include, but not be limited to, subcontracting or providing for a separate charge for parking. Unbundling shall also include changing the term(s) of any previously received security deposit by increasing the amount to be deposited with the landlord beyond the amount agreed to in the original lease or in the event of valid rent increases requiring a tenant to deposit more than the proportional increase of deposit which would make the security deposit consistent with the terms of the original lease.
 - (b) Any person or persons residing as a tenant on the effective date of said unbundling shall be entitled to remain in their then-existing status as long as they shall remain as a tenant.
 - (2) Fines may be levied on a daily basis for anyone found to be in violation of this section. Each day the violation continues to exist can be treated as a separate violation subject to a daily fine. Fines shall be issued by the Rent Leveling Officer and/or designee.
- F. Fees for late payment of rent and bounced checks. Prospectively, upon renewal of a lease or upon entering a new lease, the landlord shall include a provision in the lease agreement limiting fees for payment of rent by the tenant more than seven days late to a maximum of \$50 and limiting fees for bounced checks to a maximum of \$35.

§ 472-2. Notification of rental increase.

- A. Any landlord who shall increase rents as provided in § 472-1 hereof shall give 60 days' written notice to his/her tenants by any reasonable means of said increase; provided, however, that when said notice is not mailed to the tenant's residence, delivery is not considered to have been accomplished unless a signed receipt is obtained from the tenant or his/her representative. If a tenant is notified by mail other than certified or registered mail, the landlord or the landlord's representative shall certify in writing that the landlord mailed the notice to the tenant. Said certification shall be retained for a period of three years.
- B. Rent increases for any unit in the entire property shall be prohibited in any calendar year in which the landlord failed to timely file a rent registration for the property where the landlord seeks to increase any rent.

§ 472-3. Exceptions.

The provisions of this chapter shall not apply to:

- A. Motels, hotels and similar dwellings.
- B. Dwellings of two units or less.

- C. Dwellings of three and four units, at least one of which is occupied by one or more of the owners thereof.
- D. Dwellings subject to rent control or stabilization under any state or federal law.¹
- E. With respect to the unbundling provisions set forth in § 472-1E only, dwellings developed pursuant to a general development plan approved by the Planning Board and subject to a redevelopment agreement with the Township.

§ 472-4. Hardship or capital improvement relief.

- A. If, as the result of circumstances which the landlord could not reasonably have foreseen or anticipated or which are beyond his/her control, a landlord is unable to earn a fair rate of return on the landlord's investment, the landlord may apply to the Rent Leveling Officer (hereafter "RLO") for an increase in rent in excess of that permitted under § 472-1 hereof, via an application and pay the fee of \$50 per unit. In connection with any appeal filed hereunder, the landlord shall prove his/her expenses of operation, including but not limited to payment of the purchase money mortgage or mortgages and any subsequent mortgages, the proceeds of which were used for major capital improvements as defined in Subsection B of this section, fuel, utilities, taxes, sewer user charges, maintenance and repairs, a management fee not to exceed 5% of gross rents, and related charges. Management fees may be allowed as an expense, whether paid to the landlord or a management company. For good cause shown, the RLO may grant either an increase in the rent charged or permit the landlord to receive a surcharge to be collected for a specified period of time only in order to enable the landlord to earn said fair rate of return.
- B. Major capital improvement surcharge.
 - (1) A major capital improvement consists of a substantial change in the housing accommodations such as would materially increase the rental value in a normal market and will provide tenants with a benefit or service which they had not previously enjoyed. Replacement of facilities, materials or equipment so as to maintain the same level of services as previously provided or bargained for shall not constitute a major capital improvement.
 - (2) Major capital improvement adjustment.
 - (a) A landlord may seek a rent surcharge for a major capital improvement. Any landlord seeking a major capital improvement surcharge shall apply to the Rent Leveling Officer and pay the application fee of \$75 per unit, via the above proposed application, which the RLO shall, upon a showing of satisfactory proof, determine if said improvement is a major capital improvement and, if so, shall permit such surcharge. In no event shall any surcharge permitted under this section exceed the annual cost of the capital improvement per room multiplied by the number of rooms occupied by the tenant, or exceed 15% of the tenant's base rent, whichever is the lesser. The surcharge may be granted for the entire premises or the particular units benefited by the improvement.
 - (b) Any major capital improvement surcharge granted by the RLO shall be paid in equal monthly installments over the period set by the RLO.
- C. No application filed pursuant to Subsection A or B of this section may be heard by the RLO unless

the landlord shall have attached to his/her application proof under oath that he has given notice of same to all affected tenants by posting a copy thereof in the front lobby or entranceway to the premises and by mailing same at least two weeks prior to the first scheduled hearing of the matter by the RLO. Said notice, a copy of which shall be attached to said application, shall

clearly set forth the content and basis of the application. Notice of application for relief pursuant to Subsection B of this section shall include the total cost of the completed capital improvement, the number of years of useful life of the improvement as claimed by the landlord for purposes of depreciation for income tax purposes, the actual cost of the improvement, the total number of square feet of the dwelling or unit affected, the total square feet occupied by the tenant, if applicable, and the capital improvement surcharge he is seeking from each tenant.

- D. No hardship or capital improvement increase or surcharge may be granted unless the landlord shall have held title to the premises in question for a period of at least one year prior to the date of his/her application for said relief, unless, for good cause shown, the RLO waives this requirement.

§ 472-5. Compliance.

No application made pursuant to § 472-4A of this chapter may be heard by the Board unless attached thereto is an informational certificate or report of inspection issued by the New Jersey Department of Community Affairs or the Department of Housing Services pursuant to § 355-26 of this Code not more than 18 months prior to the date of said application. No such application may be approved by the Board unless the Board shall have first determined that there are no substantial violations of the health, safety or housing laws, codes or regulations of the Township of Irvington affecting said premises. In the event that said informational certificate or report of inspection discloses substantial violations of said laws, codes or regulations, the Board may approve such application; conditioned, however, upon the submission by the landlord within 180 days of said conditional approval of an informational certificate or report of inspection indicating that all of said violations have been corrected. Failure to submit said supplemental certificate or report within 180 days shall render any conditional approval void as of the date granted, and any hardship rent increase or surcharge collected during said period of time shall be returned forthwith to the tenant.

§ 472-6. Superintendents in dwellings. [Amended 9-11-2023 by Ord. No. MC 3841]

- A. In every dwelling containing five or more dwellings or rooming units, or combination thereof, the owner shall provide and designate a superintendent who shall be licensed by and registered by the State of New Jersey to practice a trade (e.g., electrical, plumbing, building). The licensing and registration requirement shall become effective January 1, 2023. The superintendent information shall be submitted as part of the annual rent registration. Whenever a licensed superintendent is no longer associated with and/or responsible for a dwelling, the owner of the dwelling has 45 days to replace the licensed superintendent with another licensed superintendent as prescribed by this code, including the requirement to be licensed as explained herein and detailed below.
 - (1) The superintendent shall be licensed by and registered (on a building-by-building basis) with the Division of Neighborhood Services. Each license and registration shall be renewed annually. The license fee shall be \$150 and payable to the Township of Irvington. The nonrefundable license fee shall be paid prior to the written examination required by Subsection A(2);
 - (2) The Director of the Division of Neighborhood Services, as Public Officer, shall establish reasonable rules and regulations to effectuate the purpose of this chapter. The Public Officer shall provide for a written examination reasonably related to the functions of a superintendent for each applicant for a license who has not held a superintendent license issued by the Township of Irvington within the past two calendar years. The purpose of the written examination shall be to determine the qualifications, competence and sense of responsibility of the applicant. Any

applicant failing to pass the written examination may request an additional examination, which shall be given within 15 days of the request. No fee shall be required for any subsequent examinations within one calendar year of the initial application. All applicants for a superintendent license must be able to read, write and speak English.

- B. In any premises containing 25 or more dwelling units, rooming units or combination thereof, the superintendent shall be a full-time employee and shall reside on the premises. Where more than one building on adjoining premises or premises in close proximity to each other are in common ownership or under common management or maintenance supervision, the requirements contained in this subsection shall apply separately to each building; provided, however, that if premises are commonly owned or managed and are within 200 feet of each other as measured from door to door along public streets between the two, and if the manager or owner thereof can demonstrate to the satisfaction of the Rent Control Officer or his authorized representative that operation of both premises and all essential services and facilities as required under this chapter or other ordinances can be provided for both of such premises by a single resident superintendent, janitor, caretaker or housekeeper who shall reside in one of such premises, the Rent Control Officer may, in his discretion, allow one such person to act for both of such premises, which shall not constitute more than two in number.
- C. The owner or operator of premises required to have a licensed superintendent by Subsection A shall register the name, address and telephone number of the licensed superintendent and shall indicate the premises to which he is assigned as well as the duties which the superintendent is normally required to perform. This information shall be posted at all times in a conspicuous place in a common area on the premises and shall have been made available to all tenants. The name, address and telephone number of an alternative individual who shall be responsible for the superintendent's duties in his absence is also subject to the above requirements. No fee is required for registration.
- D. The superintendent shall have sufficient knowledge, competence and responsibility and shall have authority from the owner or operator to attend to or arrange for continual operation of all essential services and facilities required under this chapter. The superintendent shall, at all times, maintain the premises in compliance with this chapter and shall be regularly available on the premises to perform his duties. The superintendent shall provide adequate and proper janitorial service at all times for the purpose of keeping the premises in a clean and sanitary condition and shall have removed daily, on a regular schedule, at a reasonable time, all garbage, litter, debris and other household refuse from the premises and place the same out for collection. As agent of the property owner, any failure of the superintendent to act in compliance with Township ordinances shall be the responsibility of the property owner.

§ 472-7. Rent Leveling Officer.

In order to administer the provisions of this chapter, the prior authority exercised under the auspices of the Rent Leveling Board within the Town of Irvington shall be exercised by the Rent Leveling Officer.

§ 472-8. Acts to cause tenant to vacate prohibited.

No landlord of dwelling units to which this chapter is applicable shall do, or cause to be done, any act or thing with the intent to cause a tenant to vacate said dwelling unit in order that said dwelling unit shall become vacant and no longer subject to this chapter as provided by § 151-3E hereof.² In any proceeding

instituted by a tenant under this section, the reduction of standards of service, maintenance, health and safety conditions, furniture, furnishings or equipment in and for said dwelling unit shall create a rebuttable presumption that the act or thing done or caused to be done by the landlord was done with the intent to cause said tenant to vacate said dwelling unit.

§ 472-8.1. Displaced persons. [Added 12-26-2023 by Ord. No. MC 3853]

- A. Any tenant who receives a notice of eviction pursuant to Section 3 of P.L. 1974, c. 49 (N.J.S.A. 2A:18-61.2), that results from zoning or code enforcement activity for an illegal occupancy, as set forth in Paragraph (3) of Subsection g of Section 2 of P.L. 1974, c. 49 (N.J.S.A. 2A:18-61.1), shall be considered a displaced person and shall be entitled to relocation assistance in an amount equal to six times the monthly rental paid by the displaced person. The owner-landlord of the structure shall be liable for the payment of relocation assistance pursuant to this section.
- B. If the Township must provide relocation assistance to any displaced person who has not received the required payment from the owner-landlord of the structure at the time of eviction pursuant to Subsection A of this section from a revolving relocation assistance fund established pursuant to Section 2 of P.L. 1987, c. 98 (N.J.S.A. 20:4-4.1a), all relocation assistance costs incurred by a municipality pursuant to this subsection shall be repaid by the owner-landlord of the structure to the municipality in the same manner as relocation costs are billed and collected under Section 1 of P.L. 1983, c. 536 (N.J.S.A. 20:4-4.1) and Section 1 of P.L. 1984, c. 30 (N.J.S.A. 20:4-4.2). These repayments shall be deposited into the municipality's revolving relocation assistance fund.
- C. In addition to requiring the relocation assistance pursuant to Subsection A of this section, the landlord shall also pay an additional fine for zoning or housing code violation for an illegal occupancy, up to an amount equal to six times the monthly rental paid by the displaced person, to be paid to the municipality by the owner-landlord of the structure.
- D. In addition to this penalty, the Township may, after affording the owner-landlord an opportunity for a hearing on the matter, impose upon the owner-landlord, for a second or subsequent violation for an illegal occupancy, a fine equal to the annual tuition cost of any resident of the illegally occupied unit attending a public school, which fine shall be recovered in a civil action by a summary proceeding in the name of the municipality pursuant to the Penalty Enforcement Law of 1999, P.L. 1999, c. 274 (N.J.S.A. 2A:58-10 et seq.). The Municipal Court and the Superior Court shall have jurisdiction of proceedings for the enforcement of the penalty provided by this section. The tuition cost shall be determined in the manner prescribed for nonresident pupils pursuant to N.J.S.A. 18A:38-19, and the payment of the fine shall be remitted to the appropriate school district.
- E. For the purposes of this section, the owner-landlord of a structure shall exclude mortgagees in possession of a structure through foreclosure. For the purposes of this section, a second or subsequent violation for an illegal occupancy shall be limited to those violations that are new and are a result of distinct and separate zoning or code enforcement activities and shall not include any continuing violations for which citations are issued by a zoning or code enforcement agent during the time period required for summary dispossession proceedings to conclude if the owner has initiated eviction proceedings in a court of proper jurisdiction.

§ 472-9. Powers of Rent Leveling Officer.

The Rent Leveling Officer shall have the following powers:

- A. To promulgate such rules and regulations as he/she deems necessary to implement the

purposes of this act, which rules and regulations shall be approved by the Township of Irvington Council and have the force of law until revised, repealed or amended from time to time by the resolution of the Township of Irvington Council, in the exercise of his/her discretion.

- B. To supply information and assistance to landlords and tenants to enable them to comply with the provisions of this chapter.
- C. To hold hearings and adjudicate applications by landlords for additional rent or surcharges.
- D. To hold hearings and consider complaints by tenants that the premises is not in substantial compliance with the health, safety and housing laws, codes and regulations of the Township of Irvington. In the event that the Board determines that substantial violations of said laws, codes and regulations exist, it may order the return to the tenant of all or any portion of the increase provided for in § 472-1A and B hereof; provided, however, that before ordering any such return of rent, the Board shall afford the landlord 90 days within which to abate such violations.
- E. To hold hearings and consider complaints that a landlord has violated § 472-8 of this chapter. For good cause shown, the Board may order that said dwelling unit shall remain or again become, as the case may be, subject to the provisions of this chapter for such period of time as the Board considers just, the provisions of § 151-3E notwithstanding.³
- F. To employ an attorney to attend meetings and advise and represent the RLO, and such other consultants, including a certified or public accountant, as the RLO may deem necessary or advisable upon approval of the Rent Leveling Board.
- G. To issue fines for any violations of Township Code, to rescind a certificate of habitability, certificate of occupancy and/or take any other action permitted under applicable code enforcement/housing/ building construction state or local laws, rules and regulations. In such instances where the RLO shall pursue fines against a landlord for violations and/or noncompliance with a ruling of the RLO, the RLO shall seek restitution damages for the Township for any cost(s) incurred outside the normal operations of the RLO and/or any additional staff of the Township of Irvington to address the violation(s) and/or noncompliance.
- H. To afford both landlords and tenants reasonable opportunity to be heard before making any determination.
- I. Landlord property/unit registration.
 - (1) Between the first Monday in January and the first Friday in March of each calendar year, all owners and/or landlords of dwellings shall file with the Township of Irvington Department of Housing and Building Construction a new landlord registration statement for each dwelling unit owned. An owner and/or landlord who purchases a dwelling on or after April 1 of any year shall file a landlord registration statement within 30 days of purchase. Owner(s) and/or landlords(s) entitled to an increase in the base rent as a result of improving vacant housing spaces shall immediately file an amended landlord registration statement.
 - (2) Every owner and/or landlord shall, within 90 days following the effective date of this subsection or the creation of the first tenancy in any dwelling containing five or more housing spaces, whether or not subject to the restriction of rent increases in this chapter, file a landlord registration statement with the Department of Housing and Building Construction containing the following information.
 - (a) The name and address of the record owner or owners of the dwelling and the record owner or owners of the rental business if not the same person.
 - (b) If the record owner is a corporation, the name and address of the registered

agent and corporate officers of the corporation.

- (c) If the address of any record owner or owners is not located in the County of Essex, the name and address of a person who resides in the County of Essex or has an office in the County of Essex and is authorized to accept notices from tenants and to issue receipts for notices from tenants to accept services of process on behalf of the record owner or owners.
- (d) The name and address of the managing agent of the dwelling, if any.
- (e) The name and address, including the dwelling unit, apartment or room number of the superintendent, janitor, custodian or any other individual employed by the record owner or managing agent to provide regular maintenance service if any.
- (f) The name, address and telephone number of any individual representative of the record owner or managing agent who may be called at any time in case of an emergency affecting the dwelling or any housing space within the dwelling, including such emergencies as the failure of any essential service or system, and who has the authority to make emergency decisions concerning the building and any repair to the building or expenditure in connection with the building.
- (g) A list of the base monthly rents of each housing space, by apartment or room number, within the dwelling as of the date of registration.
- (h) Each rent registration application MUST include a Certificate of Housing Compliance for the property and Certificate of Habitability for each rental unit that reflects the tenant(s) listed on the rent roll submitted for the current year rent registration application. A copy of the landlord/agent's government-issued ID. All documents must be submitted for the application to be complete.
- (i) If a rent registration application remains incomplete for the previous year, the current year application will not be accepted.
- (j) Owner-occupied 3 and 4-family properties must complete a rent registration waiver and provide all supportive documents within the enrollment period for rent registration yearly.
- (k) Supportive documents include the following:

Copy of the owner's government -issued photo ID (matching address and apt#)
Certification of Habitability-COH for each rental unit reflects the current tenant listed on the rent roll.
Certificate of Housing Compliance- CO for the property.
Copy of the Tax bill for the property.
Copy of the most recent utility bill. (PSE&G) matching the address and apt# listed on the ID.
- (l) Provided the owner/landlord files the required rent registration between the dates provided in Subsection I(1) there shall be no charge.
- (m) If the owner/landlord fails to file the required rent registration on or before the first Friday in March of each calendar year, he/she shall be subject to a registration fee of \$300 per property to register the rent(s) for the property. If the owner/landlord fails to file the required rent registration on or before the first Monday in July of each calendar year, a registration fee of \$500 per property shall be charged to file the rent registration.
- (n) Landlords are required to conspicuously post the rent registration license for each property in a common area(s) of each building. Landlords who fail to conspicuously post the rent registration license are subject to a fine of \$100 for failing to post the notice.

J. Nonregistration penalty.

(1) Special charge fees:

- (a) The Tax Collector shall add a special charge to the annual tax bill as a penalty to any property subject to this chapter if the owner/landlord fails to file a rent registration for their property on or before the first Friday in March. Failure to pay such special charge(s) shall result in the property being listed on the annual tax sale and a possible lien being attached to the property.

April 1- June 30	Special Penalties	July 1 – December 31	Special Penalties
4 Units – 9 Units	\$1000.00	4 Units – 9 Units	\$1500.00
10 Units – 24 Units	\$2500.00	10 Units – 24 Units	\$3000.00
25 Units +	\$5500.00	25 Units +	\$6000.00

§ 472-10. Appeals.

Decisions of the RLO may be appealed to the Rent Leveling Board, which shall consist of the seven-member Township of Irvington Municipal Council. Any appeal(s) of the RLO must be filed, in writing, with the Council Clerk within 30 days of the date of the written decision. Any appeal upon a decision by the Municipal Council shall be appealable to the New Jersey Superior Court in Essex County, within 45 days of the date of the Council's written determination, pursuant to its rules governing administrative appeals.

§ 472-11. Fees.

Upon the filing of an application for relief to the Rent Leveling Board, the applicant shall pay the following fees:

- A. For hardship or capital improvement relief, the fee shall be \$5 per dwelling unit, but not less than \$25 nor more than \$200.
- B. For all other applications or complaints, the fee shall be \$10.
- C. The fee for a copy of this chapter shall be \$2.50.
- D. The fee for a copy of the hardship application forms shall be \$2.

§ 472-12. Violations and penalties.

A willful violation of any provision of this chapter, including but not limited to the willful filing with the RLO of any material misstatement of fact, shall be punishable as provided in Chapter 1, Article III. A violation affecting more than one dwelling unit shall be considered a separate violation as to each such dwelling unit. If a landlord has been in violation of the chapter, then the tenants shall have a remedy to receive a refund for an overcharge retroactive to two years from the date of the complaint. The RLO (or any designee) shall have the authority to issue all penalties outlined in this chapter for any violation or noncompliance with this chapter.

§ 472-13. Construal.

This chapter, being necessary for the welfare of the inhabitants of the Township of Irvington, shall be liberally construed to effectuate the purposes thereof.

§ 472-14. Complaints.

Any complaint by a tenant respecting a violation of this chapter shall be in writing and filed with the Rent Leveling Board within one year from the date of the violation; provided,

however, that complaints filed pursuant to § 472-8 shall be filed within 60 days of the date of the last act or thing alleged to violate said section. Failure to file within the aforesaid periods shall bar the acceptance of the complaint by the Board.

§ 472-15. Repealer.

Ordinance No. MC 2597 is hereby repealed.

The Public Hearing on this ordinance is now open.

Hudley – Frederic Motion to close Public Hearing.

Adopted

Hudley – Frederic Motion to Adopt this ordinance on second reading.

Adopted

2. **President Beasley:** An ordinance amending a section in the Zoning Ordinance Regarding Regulating Cannabis in the Township of Irvington will be heard at this time. For the record, this notice is identical to the prior notice read.

The Clerk will read the ordinance by title.

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

§ 650-47.1. Cannabis operators and establishments. [Added 8-9-2021 by Ord. No. MC 3773; amended 9-27-2021 by Ord. No. MC 3779; 7-10-2023 by Ord. No. MC 3832; 5-6-2024 by Ord. No. MC 3862; 1-27-2025 by Ord. No. MC 3895; 5-27-2025 by Ord. No. MC 3903]

- 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.
- B. Cannabis establishments permitting; rules and regulations.
 - (1) Purpose. This section 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"),¹ 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 section

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 section is inconsistent with state statutes or any regulations thereof, the state statutes and regulations shall prevail.

- (2) General provisions. 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 section for the particular class of operation being conducted. 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:
 - (a) Applicant's name, principal address, telephone number, email address, contact name and title;
 - (b) 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;
 - (c) Certification that the applicant has reviewed the Township'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 Township should grant the applicant a variance;
 - (d) Any prior experience owning, operating or working in cannabis establishments, or in other highly regulated industries such as pharmaceuticals, banking and insurance;
 - (e) Brief description of security plan that specifically addresses proposed on-site security and surveillance, diversion prevention and emergency management;
 - (f) Brief description of nuisance mitigation plan that specifically addresses proposed plans to address noise, odor, waste disposal and vehicular congestion mitigation;
 - (g) 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 Township or a municipality bordering the Township); and which shall include an economic impact plan and a description of community outreach activities;
 - (h) Brief description of workforce development and job creation plan ensuring that 35% or more of the applicant's workforce will come from Township 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;
 - (i) A written description of the applicant's record of social responsibility, philanthropy, and ties to the proposed host community;
 - (j) Any other information, consistent with state licensing and Township permitting requirements, which the Board requests; and

- (k) Any other information, consistent with state licensing requirements, which the applicant wishes for the Township to consider in reviewing its proposal.
- (3) Denials. Applicants who are denied local support will have 30 days within which to correct any deficiency cited in the Township's denial letter and to resubmit an amended proposal. The Board will then have up to 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 Township will once again issue a written determination either approving or denying the applicant's request in the form and manner prescribed 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.
- (4) Fees. A nonrefundable administrative fee of \$200 shall be submitted with each proposal and amended proposal submitted to the Board for review.
- (5) 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 650 of the municipal code of Irvington.
- (6) There shall be a minimum setback of two hundred (200) feet from any cannabis establishment to any public or private school, child day-care center, place of worship or residential building as measured from the main entrance of each establishment.

C. 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 CULTIVATOR (GROWER) — Any licensed person or entity that grows, packages and/or sells cannabis.

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 WHOLESALER — 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.

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).²

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. Example: 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.

- D. 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.
- E. 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	\$10,000	\$5,000
Manufacturer	\$10,000	\$10,000	\$7,500
Grower	\$10,000	\$10,000	\$7,500
Distributor	\$10,000	\$10,000	\$7,500
Delivery service	\$10,000	\$10,000	\$5,000
Micro-retailer	\$5,000	\$5,000	\$2,500

- (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;
 - (a) Class 5 Retail License holders shall be permitted to deliver cannabis subject to the security and operational regulations of the Cannabis Regulatory Commission, which are herein incorporated by reference.
 - (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;
 - (8) A final certificate of zoning compliance and certificate of occupancy must be issued; and
 - (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.
 - (10) The Township hereby caps all license classes at no more than two operators per license type within the boundaries of the Township.
- F. 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.
- G. Conditionally permitted and permitted zone districts.
- (1) Cannabis operators shall be conditionally permitted, as a conditional use, only in the following districts:
 - (a) Recreational cannabis retailers and dispensaries shall be conditionally permitted in the following districts: B-3 Limited Business; B-4 General Business; and CBD Central Business District, Downtown Mixed-Use.

- (b) Medicinal cannabis retailers and dispensaries 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.
 - (c) 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.
 - (d) 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.
 - (e) In addition to the permitted zone districts below, no cannabis operator shall operate within 200 feet of a school or place of worship.
- (2) Cannabis Delivery businesses and off-site cannabis office spaces shall be permitted uses in the following districts B-1, B-2, B-3 and B-4 so long as they operate consistent with statute and code and in accordance with CRC regulations.
- H. 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 9:00 a.m. and 9:00 p.m., Monday through Saturday. On Sunday, hours of operation shall be permissible between 12:00 noon and 6:00 p.m.
- I. No cannabis operator shall be allowed as a home occupation as defined in § 650-4.
- J. No cannabis operator shall be housed in a vehicle or any movable or mobile structure.
- K. 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 not be 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 operators 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.
- L. Penalty for violation. Any violation of the provisions of this section 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, maximum fine shall be \$5,000. 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.
- M. Suspension of use. The Municipal Council may suspend or revoke any license if 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.
- N. 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."
- O. 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.
- P. Local cannabis transfer tax.
 - (1) The Township of Irvington hereby establishes the following transfer taxes on the sale of cannabis or cannabis items by a cannabis establishment located within Irvington:
 - (a) Receipts from the sale of cannabis by a cannabis cultivator to another cannabis cultivator;
 - (b) Receipts from the sale of cannabis items from one establishment to another cannabis establishment;
 - (c) Receipts from retail sales of cannabis items by a cannabis retailer to retail consumers; or
 - (d) Any combination thereof.
 - (2) The rates are established as set forth below:
 - (a) 2% of the receipts from each sale by a cannabis cultivator;
 - (b) 2% of the receipts from each sale by a cannabis manufacturer;
 - (c) 1% of the receipts from each sale by a cannabis wholesaler; and
 - (d) 2% of the receipts from each sale by a cannabis retailer.
 - (3) 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.
- Q. 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 (N.J.S.A. 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.

R. 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 31, 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.

S. Penalties.

(1) Liability to property owners.

(a) 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:

[1] 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.

[2] Minimum fine of \$10,000.

[3] 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.

Vick – Frederic Motion to close Public Hearing.

Adopted

Vick – Frederic Motion to Adopt this ordinance on second reading.

Adopted

12. MISCELLANEOUS

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

Robert Shaw, Sr., 57 Coit Street

Council Member Antilus and Council Member Vauss Jr. extended their well wishes for Women's History Month to the women participating in the meeting. Council Member Brown, Council Member Dr. Hudley and Council Member Vick thanked the residents for participating in the meeting. Council Member Dr. Frederic addressed Mr. Shaw's concern regarding the role and qualifications of the Health Officer and the complications in obtaining the state certifications. She offered her apologies for any confusion from her statement at the last Council Meeting regarding that matter. Council President Beasley followed up regarding Council Member Dr. Frederic's comments regarding the Health Officer's qualifications and indicated that the process is very difficult. She closed the meeting by extending birthday wishes to Madam Clerk Supel, offering her well wishes in recognition of Women's History Month to the women attending the meeting and by sharing upcoming events taken place in the township.

13. ADJOURNMENT (*Roll Call)

There being no further business, the meeting adjourned at 7:48 P.M.

Jamillah Z. Beasley, Council President

Shawna M. Supel, Municipal Clerk