

REGULAR COUNCIL MEETING
APRIL 10, 2023

Virtual Zoom Meeting
Irvington, N.J. – Monday Evening
April 10, 2023 - 7:30 P.M.

1. Pledge of Allegiance
2. Moment of Silence
3. Roll Call

Present: Darlene Brown, Sean C. Evans, Charnette Frederic, October Hudley,
Orlander G. Vick, Jamillah Z. Beasley, President

Absent: Vernal Cox

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

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

There were no requests to be heard.

5. Hearing of Council Members

There were no requests to be heard.

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

A. Reports

1. Municipal Court - Weekly Summary Report For The Week Of March 20, 2023 to March 24, 2023
2. Municipal Court - Weekly Summary Report For The Week Of March 27, 2023 to March 31, 2023
3. Aranwood Animal Control – Monthly Intake Report for January 2023, February 2023 and March 2023
4. Joint Meeting - Minutes - August 18, 2022, August 29, 2022, August 31, 2022, September 15, 2022, October 20, 2022, November 10, 2022 and December 15, 2022
5. Joint Meeting - Resolutions - October 20, 2022, November 10, 2022 and December 15, 2022
6. Joint Meeting - Annual Report of Sewer Contributions for The Purpose of Assessment - 2023

7. Reports of Committees

- A. Bid Results – Marketing of Recyclables – March 29, 2023

8. Ordinances, Bills & Claims

A. Ordinances on First Reading

None

C. Bills & Claims

Evans - Vick

1. Bill Lists

RESOLVED THAT THE BILLS AND CLAIMS AGAINST THE TOWNSHIP OF IRVINGTON FOR A PERIOD April 10, 2023 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

	\$4,658,908.35
TOTAL	\$4,658,908.35

Adopted
Absent: Cox

Evans - Brown

2. Payrolls

March 24, 2023

REGULAR	OVERTIME	OTHER	TOTAL
\$1,725,697.49	\$186,315.99	\$275,055.53	\$2,187,069.01

Adopted
Absent: Cox

9. Resolutions and Motions

A. Resolutions

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Beasley - Brown

1. Resolution of Sorrow - Ralph C. Steele

**RESOLUTION OF SORROW
RALPH CLAYTON STEELE**

WHEREAS, the Municipal Council of the Township of Irvington wishes to express their deepest sorrow on the passing of Ralph Clayton Steele; and

WHEREAS, Ralph Clayton Steele was born in Montclair New Jersey on May 17, 1951, to Jean (Williams) and Cecil Steele. He would spend his early years in Montclair where he was first introduced to swimming, ice skating, baseball, and Pop Warner Football. Having attended Nishuane Elementary School in Montclair, NJ, his brothers Roland & Roger in tow, his mother would move the family to Newark, NJ and the brothers would transfer to Hawthorne Avenue School where his love of sports would extend to basketball. He education would continue at Weequahic High School and then Rutgers Newark; and

WHEREAS, Weequahic High School is where Ralph would become a member of Omicron Pi Phi a high school fraternity, an advocate for African American studies, discover his knack for wrestling and meet the love of his life. He graduated from Weequahic High School in 1969 and married Ruth Catherine Harris in 1973. The couple would have two sons and three grandchildren. In 2021 Ralph would be inducted into The Weequahic High School Hall of Fame for his commitment to community and to youth sports; and

WHEREAS, Ralph Steele was an active resident of the Township of Irvington since moving his family to the community in 1985. Anticipating his sons swimming for Irvington's Swim Team it had unfortunately ended the year before he took residence. It was 1989 that the Director John Richardson introduced the newly formed Irvington Golden Knights Football program at the Police Athletic League (PAL) then located on Union Avenue. Ralph became a coach for the program the very same day. He would quickly be asked to be the Head Coach and would recruit his wife Cathy to head the cheerleaders in 1990. When the PAL closed its doors for good "Fa", as he is referred to would take over the entire program since he believed it too valuable to let die. Ralph's vision was to develop young men and women in football and cheerleading that would strengthen the athletic programs at Irvington High School; and

WHEREAS, not leaving anything to chance Coach Steele became a fixture at the high school. He would serve as a champion and mentor for the young men who would coach the Irvington Blue Knights up to the present. He was always available to review the games with the coaching staff and offer constructive criticism to the players. Due to his vast knowledge in sports Athletic Directors relied on him to recommend talent that would uplift the program for years to come; and

WHEREAS, in addition to his sports wisdom, he had an incredible sense of humor that would lead to his becoming the voice of Irvington. He was ever present at all the football games, basketball games (girls & boys) and wrestling matches so it was only natural he would use his talent and wit in announcing for the programs at their home events. In the early 90's Coach Steele would interview many of the players and coaches for the Irvington Cable Community TV station Channel 36. Through these interviews the players became mindful and more analytical about the game in anticipation of being interviewed and seen by their teammates, classmates, and families; and

WHEREAS, through the thirty plus year's participation in the Irvington Golden Knights has been instrumental in influencing the lives of a vast number of young men and women many of whom have gone on to be tremendous members of the communities they live in just as "Fa" predicted. While he supported his

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players no matter where they would land, he truly lived to pour into his kid's traits like honor, loyalty, commitment, and sportsmanship; and

WHEREAS, in the end, the Irvington Blue Knights has reaped the benefits of the Irvington Golden Knights and IGK continues to be a vital source of recreation for the community as well as a constant part of the Newark Pop Warner League where he served as the Deputy Football Commissioner. Revered in the sports community Coach Steele has successfully changed the mindset of many inside and outside of the community. He has set the groundwork for what we now refer to as "The Town of Champions" in all sports; and

WHEREAS, through his leadership and mentorship Coach Steele has developed a vast number of young men. His influence will continue to inspire and effect generations for years to come; and

WHEREAS, though his focus has been largely on recreation, Ralph served as an original member of IPAC, the Irvington Political Action Committee now known as Irvington Strong, that would change the face of politics for the Township of Irvington forever. He served as district leader for West 3 until his untimely passing; and

WHEREAS, Ralph was a dedicated employee of the Irvington Board of Education for 22 ½ years. He is survived by his wife Cathy Steele, Sons Ken "Doc Steele, Kyle Steele, his daughter-in-love Tiffany (Taylor) Steele, Grandchildren Dr. Khari Jarrett, Skyler Steele, Kyle "2K" Steele, Sisters-in-Law Michelle Hollinger and Sharon Sears, Brothers-in-Law Dwayne Hollinger and Nealon Sears, along with a host of nieces, nephews, cousins, and friends. His parents and brothers preceded him in joining the ancestors. He will be truly missed but his vision and legacy will continue:

NOW THEREFORE BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that the Township of Irvington hereby mourns the passing of Ralph Clayton Steele and extends our most sincerest condolences to his family and friends during this period of bereavement; and

BE IT FURTHER RESOLVED that a copy of this resolution be spread upon the minutes of this Governing Body in lasting tribute to Ralph Clayton Steele.

Adopted
Absent: Cox

Vick – Beasley

2. Ratify Professional Services Contract For
Litigation/Defense Counsel Services - Post Polak,
in the Matter of Kaheem James v. Tempest A. Bess, et
als. - Not To Exceed \$5,000.00

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

WHEREAS, resolution number TA 22-1024-32 qualified six firms to provide litigation/defense counsel services for the Township of Irvington from November 01, 2022 until October 31, 2023; and

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

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WHEREAS, the Township Attorney has determined that Post Polak has the most experience to defend the Township of Irvington in the matter of Kaheem James v. Tempest A. Bess, et als. Docket no: L-007303-22; and

WHEREAS, the Township Attorney has recommended that a contract be awarded to Post Polak, 425 Eagle Rock, Suite 200, Roseland, NJ, 07068; 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 Post Polak, 425 Eagle Rock, Suite 200, Roseland, NJ, 07068 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 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
Absent: Cox

Beasley - Frederic 3. Award An Extraordinary Unspecifiable Service Contract for the
Opioids Awareness Event - Taj Lounge 973, LLC - \$168,000.00

AWARDING AN EUS CONTRACT FOR OPIOIDS AWARENESS EVENT

WHEREAS, the Township of Irvington, Department of Administration, is in need of extraordinary unspecifiable service (EUS), for artists for the Opioids Awareness Event, as forth in the attached proposal; and

WHEREAS, the Taj Lounge 973, LLC., specialized in this service and is available to provide this service to the Township; and

WHEREAS, the aforesaid services are "Extraordinary Unspecified Services, as defined by NJSA 40A:11-2 (7) and are not required to be publicly bid as provided for in NJSA 40A:11-5(1) (a) (ii):

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

1. This action is the award of a non-fair and open contract in accordance with NJSA 19:44A-20.5; and
2. The Business Entity Disclosure Certification has been received from Taj Lounge 973, LLC and is on file in the Municipal Clerk and Purchasing Departments; and
3. The determination of value has been received from Taj Lounge 973, LLC, to be in excess of \$17,500.00:

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4. The Scope of services and mutual obligations upon both parties are set forth in the service agreement that the Township Attorney shall prepared and the Mayor and the Township Clerk are hereby authorized and directed to execute said contract.
5. The Township of Irvington agrees to pay Taj Lounge 973, LLC of 28 Emerald Lane, Old Bridge, NJ 08859, the total sum of \$168,500.00.
6. The required certification of availability of funds C23-0054 in the amount of \$168,500.00 from account number G-02-xx-910-22A-299 has been obtained from the Chief Financial Officer.
7. The Municipal Clerk will advertised this resolution in the newspapers as required by law.

Adopted
Absent: Cox

4. Authorize Third Party Tow/Impound Administrative Services
Contract - Recovery Solutions and Title LLC - MTS Towing

[NEVER SUBMITTED BY ADMINISTRATION]

Hudley – Frederic

5. Authorize Use of \$5,000.00 in Homeowner Housing
Rehabilitation Program Funds – 32 Olympic Terrace

RESOLUTION FOR HOME REHABILITATION PROGRAM

WHEREAS, the Township of Irvington has been awarded HOME Partnership Funds by the Department of Housing and Urban Development (HUD) and it has obligated funds for the purpose of financing its HOMEOWNER Housing Rehabilitation Program administered by the Department of Economic Development and Grants Oversight; and

WHEREAS, the Township of Irvington, Department of Economic Development and Grants Oversight has identified that the applicant, Gloria Gilliard and whose address is 32 Olympic Terrace, Irvington, New Jersey, 07111 is eligible to receive assistance through the HOMEOWNER Housing Rehabilitation Program per the Township's adopted policies and procedures; and

WHEREAS, the reimbursement for Home Rehabilitation work performed at 32 Olympic Terrace paid for by Ms. Gilliard to be disbursed to Ms. Gilliard for the benefit for repairing her home, and, the Department of Economic Development and Grants Oversight certifies that Ms. Gilliard paid for Rehabilitation repairs performed on her property meets the requirement to be an eligible recipient for the Home Partnership Funds program by the Department of Housing urban Development;

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that the Township of Irvington does ratify and approve the provision of HOMEOWNER Housing Rehabilitation funds to the applicant(s) in the amount not to exceed \$ 5,000.00 , for a period of affordability of ten (10) years; and

BE IT FURTHER RESOLVED that the aforesaid funds of \$5,000.00 will be disbursed in one (1) installment the amount of \$5,000.00 each installment after review of work performed and proof of funds expended to facilitate the Rehabilitation; and

BE IT FURTHER RESOLVED that the aforesaid funds are to use for the rehabilitation of the subject property and related soft cost associated with the rehabilitation of the subject property as set forth in Exhibit A (the BID Spec), attached hereto for the premises known as, 32 Olympic Terrace, Irvington, New Jersey 07111, 1 family unit(s) and owned by Gloria Gilliard; and

BE IT FURTHER RESOLVED that any such funds not expended in the rehabilitation and related soft cost associated with the rehabilitation of the subject property in accordance with adopted policy and procedures shall be recaptured by the TOWNSHIP OF IRVINGTON for use in assisting other HUD/HOME Program applicant(s); and

BE IT FURTHER RESOLVED that pursuant to N.J.A.C. 5:34-5.2, the required Certificate of Fund Req. No. C23-0050 in the amount of \$5,000.00 for the above has been obtained from the Chief Financial Officer of the Township of Irvington. The appropriation to be charged for this expenditure is Account No. T-21-41-850-20B-802 in the amount of \$5,000.00.

Adopted
Absent: Cox

10. Communication and Petitions

A. Communications

None

11. Pending Business

None

NON-CONSENT AGENDA ITEMS

A. Ordinances on Second Reading

1. President Beasley: An Ordinance Establishing A First Source Employment Linkage Program To Facilitate And Encourage Private Sector Employment Opportunities For Irvington Residents will be heard at this time. The Clerk will read the notice of hearing.

The Clerk read the notice of hearing.

The Clerk will read the ordinance by title.

**AN ORDINANCE ESTABLISHING A FIRST SOURCE
EMPLOYMENT LINKAGE PROGRAM TO FACILITATE
AND ENCOURAGE PRIVATE SECTOR EMPLOYMENT
OPPORTUNITIES FOR IRVINGTON RESIDENTS.**

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WHEREAS, according to the New Jersey Department of Labor, the Township of Irvington had a 2021 annual average unemployment rate of 8.5%, more than double the 2021 national unemployment rate of 3.9%; and

WHEREAS, the Township of Irvington has a compelling governmental interest in reducing this high rate of unemployment; and

WHEREAS, the Township of Irvington desires to foster partnerships with new and existing businesses to generate job opportunities for Irvington residents; and

WHEREAS, the Township of Irvington grants economic incentives for businesses to remain in or relocate to Irvington and the Township of Irvington also awards many contracts to private firms to provide services to the public and to the Township Government; and

WHEREAS, the Municipal Council of the Township of Irvington finds that requiring the recipients of such incentives and contracts to make a good faith effort to hire qualified Irvington residents will help to alleviate the Township's high rate of unemployment:

NOW, THEREFORE, BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON, NEW JERSEY THAT:

SECTION 1. PURPOSE AND POLICY.

A. The Municipal Council does hereby establish a First Source Employment Linkage Program to facilitate and encourage private sector employment opportunities to qualified Irvington residents by requiring the Recipient of any Economic Incentive to execute a First Source agreement and make a good faith effort to hire qualified Irvington residents for all long-term jobs or purchases goods and or services from a Township owned business.

SECTION 2.

A. The Department of Economics Development Grants Oversight ("DEDGO") and the office of Community Development and Planning ("CDP") shall serve as the intermediary between the business community and a network of service providers, job training agencies and educational institutions to best maximize the socio-economic potential of this agreement.

B. DEDGO and CDP shall attempt to evenly distribute job referrals amongst the network of service providers, job training agencies and educational institutions. This effort is to ensure that the Township as a whole is able to benefit from this First Source program. The network of service providers, job training agencies and educational institutions shall refer to DEDGO and CDP only qualified individuals that reside in the Township of Irvington.

C. DEDGO and CDP shall send semi-annual reports to the Administration and Municipal Council outlining: how many individuals were referred by DEDGO or CDP to be interviewed during that particular semi-annual period; how many individuals referred by DEDGO or CDP were hired during that particular semi-annual period; the dates of termination of employment: if applicable, from which service provider, job training agency or educational institution the hired individuals were referred to DEDGO or CDP; which ward the hired individuals reside in; and the wages and benefits received by the hired individuals. If a lack of Good Faith has been demonstrated on the part of any Recipient, this shall also be included in the report.

DEDGO and CDP shall also include recommendations and suggestions about how this employment linkage program could be improved.

SECTION 3. DEFINITIONS:

“First Source Agreement” is defined as a binding agreement between the Township and any Recipient of an Economic Incentive, wherein the Recipient agrees to make a Good Faith Effort to hire qualified individuals who reside in the Township of Irvington. The form of the Agreement shall be substantially the same as the agreement to this ordinance as Schedule “A”.

“Long Term Job” is defined as those positions 90-180 days or more is duration based on job requirement/description. Positions created as a result of internal promotions, terminations, or expansions within the Recipient’s work force which are to be filled by new employees are included. However, positions filled through promotion from within the Recipient’s existing work force are not covered positions under this agreement.

“Township of Irvington” includes its employees, agents and assignees.

“Recipients” is defined as any individual, partnership, association, organization, for-profit corporation or other entity, whether public or private, which receives an Economic Incentive. This includes any contractor, sub-contractor or agent of the Recipient.

“Economic Incentive” is defined as any of the following economic benefits approved by the Municipal Council for a Recipient:

- (i) A tax abatement or exemption for a property which reduces the cumulative amount of taxes otherwise due by \$25,000.00 or more;
- (ii) And federal, state, county or municipal grant or loan of \$25,000.00 or more;
- (iii) Township property which is conveyed at a private sale for no or nominal consideration, which has an actual fair market value of \$25,000.00 or more; and/or
- (iv) A Township contract for services over \$100,000.00

“Exclusivity Period” is defined as the period of time commencing with the Pre-Hiring Notification of DEDGO or CDP by the Recipient during which time the Recipient may not take any actions to fill a position, including but not limited to advertising, announcing, recruiting, or interviewing. The length of the exclusivity period shall be determined by DEDGO or CDP after consultation with the Recipient, but in no event shall be less than fifteen (15) days.

“Good Faith Effort” includes but is not limited to all of the following activities:

- (i) Pre-Hiring Notifications and Exclusivity Period: At least fifteen (15) days prior to advertising for any employees, the Recipient shall submit to DEDGO or CDP a written notice of the number and qualifications of prospective employees needed for any long-term job, as well as a description of the job to be filled. This description shall include the work hours, wage scale, benefits, and hiring schedule of the positions. This will enable DEDGO or CDP to refer qualified applicants to the Recipient. During this period, the Recipient shall adhere to the above requirements of the Exclusivity Period. If any of the information submitted to DEDGO or CDP relating to the number or qualifications of prospective employees or the description of the job to be filled is modified, the Recipient shall re-file a Pre-Hiring Notification and the Exclusivity Period shall re-commence. For positions not covered by this Agreement, the Recipient may notify DEDGO or CDP when such positions become available so DEDGO or CDP can notify the community that such opportunities exist.

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- (ii) **Mandatory Contract Provisions:** All contracts entered into by the Recipient or the Recipient's contractor shall be required to comply with this Ordinance and the Agreement executed thereunder. The Recipient will require the contractor or subcontractor, regardless of tier, to complete and provide DEDGO or CDP with a statement that it will comply with this Ordinance and the Agreement executed thereunder.
- (iii) **Collective Bargaining Agreement:** The Recipient will cause the contractor to submit to DEDGO or CDP copies of any collective bargaining agreements covering workers to be employed including any collective bargaining agreements of any subcontractor.
- (iv) **Pre-Hiring Interviews:** The Recipient shall interview any applicants referred to it by DEDGO or CDP.
- (v) **Semi-Annual Reports:** The Recipient will submit written semi-annual employment reports to DEDGO or CDP in the form to be provided by DEDGO or CDP. If the Recipient failed to fill any position with any qualified applicant referred by DEDGO or CDP, the report will include the reasons why.
- (vi) **Other Reports:** The Recipients shall furnish such other reports as are reasonably required by DEDGO or CDP to implement the purposes of the Agreement.
- (vii) **Record Access:** The Recipient will insure that DEDGO or CDP will have reasonable access to all files and records reasonably necessary to confirm the accuracy of the information set forth in the reports, including but not limited to records of employment and employment advertisement, application forms.
- (viii) **Work Place Access:** The Recipient shall insure that DEDGO or CDP has reasonable access to the project site to physically monitor the work site to verify the accuracy of the information set forth in the reports.

SECTION 4.

Prior to implementation of this First Source Employment Linkage Program, DEDGO or CDP must prepare and present to the Municipal Council a strategy as to how it will serve as intermediary between the business community and the service providers, job training agencies and educational institutions. This strategy should include:

- (i) Creating an efficient network to identify qualified job recipients between DEDGO or CDP and the network of service providers, job training agencies, and educational institutions.
- (ii) Creating all necessary documents to ensure compliance on the part of any Recipients. At a minimum, these documents will detail the names, addresses, social security numbers dates of hire/termination, wages, benefits and positions hired, for all new hires and terminations during each semi-annual period.
- (iii) Designing a plan to educate employers about the First Source Job Linkage Program and the system described above.

SECTION 5. DAMAGES:

Because damages will not be capable of determination with any reasonable degree of certainty, the Township will be entitled to liquidated damages from the Recipient in the amount of \$25,000.00 for every worker hired where the Recipient failed to make a Good Faith Effort to hire qualified individuals who reside in the Township as outlined above. The Township reserves any other remedies it may have at law or equity, including but not limited to the termination of any Economic Incentives (such as the recalling of loans, repealing of tax abatements or canceling of contracts), if appropriate, for a material breach of the Recipient's obligation to make a Good Faith Effort to hire qualified individuals who reside in the Township of Irvington as outlined above. This Section relating to Damages is subject to the written default notice provisions and expiration of a period to correct any violations, as set forth in the First Source Agreement to be entered into by the Recipient.

SECTION 6.

All prior ordinances or parts thereof inconsistent herewith are hereby repealed.

SECTION 7.

This ordinance shall take effect 30 days after final passage and publication in accordance with the Laws of the State of New Jersey.

SECTION 8.

If this Ordinance conflicts with any federal or state laws or regulations, the laws or regulation shall prevail. This Ordinance shall not confer upon the Township any power not otherwise provided by law to determine the legality of any collective bargaining agreement or to regulate any collective bargaining process.

SECTION 9.

Should any clause, sentence, paragraph or part of this Ordinance, or the application thereof to any person circumstance, be found by a court of competent jurisdiction to be invalid, the remainder of this Ordinance shall remain in full force and effect.

STATEMENT

This ordinance establishes a First Source Employment Linkage Program to facilities and encourage private sector employment opportunities for Irvington residents.

The public hearing on this Ordinance is now open

There were no requests to be heard.

Vick – Brown

Motion to close public hearing

Adopted
Absent: Cox

Vick – Brown

Motion to adopt this ordinance on second reading after public hearing

Adopted
Absent: Cox

9. Resolutions and Motions (Continued)

A. Resolutions

Frederic – Hudley

6. Authorize Use of \$12,000.00 in Office of Lead Hazard Control and Healthy Homes Funds for Mandatory Training for Township Staff Deborah

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Simpkins, Joseph Ouseley and Zoya Haye on April 16- 21, 2023 in Seattle, Washington

RESOLUTION FOR LEAD APPROVING REIMBURSTMENT TO PARTICIPATE IN MANDATORY TRAINING FOR HUD

WHEREAS, the Township of Irvington has been awarded Office of Lead Hazard Control and Healthy Homes (OLHCHH) funds by the New Jersey Department of Community Affairs Municipal Lead Abatement Program and it has obligated funds for the purpose of financing its LEAD SAFE Irvington Program administered by the Department of Economic Development and Grants Oversight; and

WHEREAS, the HUD Office of Lead Hazard Control and Healthy Homes administered by the DCA has required mandatory training for Township staff Deborah Simpkins, Joseph Ouseley and Zoya Haye on April 16- 21, 2023, in Seattle, Washington

WHEREAS, the OLHCHH has provided for administrative funds to cover all travel expenses (airfare, hotel, food, and other incidentals) via reimbursement associated with this training

WHEREAS, this training is required in order to be qualified to administer the grant as per HUD guidelines,

WHEREAS without approval from the Council to pay out-of-pocket for these expenses and receive reimbursement, the staff would be unable to travel and participate in the training;

NOW, THEREFORE, BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that the Township Council hereby approve all staff who are required to participate in this training to be reimbursed for all expenses reasonably related to this training, including, but not limited to, registration, airfare, ground transportation, meals, hotel and related incidentals.

BE IT FURTHER RESOLVED, that the aforesaid funds not exceeding \$12,000.00 will be disbursed in three installments in the amount of \$12,000.00

BE IT FURTHER RESOLVED, that staff members will be responsible for maintaining accurate records of all travel-related expenses, submitting travel-related reports, and ensuring that all travel-related expenses comply with council policies and procedures;

BE IT FURTHER RESOLVED, that pursuant to N.J.A.C. 5:34-5.2, the required Certificate of Fund Req. No. C23-0066 in the amount of \$12,000.00 for the above has been obtained from the Chief Financial Officer of the Township of Irvington. The appropriation to be charged for this expenditure is Account No. G 02XX-716- 19A-125 in the amount of \$12,000.00.

Adopted
Absent: Cox

11. Pending Business

None

12. Miscellaneous

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

Vincent Randolph, 394 Coit Street

At this point, various members of Council announced various programs which would take place in the community over the course of the next 4 weeks.

There being no further business, the meeting adjourned at 7:49 P.M.

Jamillah Z. Beasley, Council President

Harold E. Wiener, Municipal Clerk