

TOWNSHIP OF IRVINGTON



MUNICIPAL COUNCIL MEETING MINUTES OCTOBER 23, 2023 7:30 PM

Virtual - Zoom Meetings
Administration

Appointments

1. PLEDGE OF ALLEGIANCE

2. MOMENT OF SILENCE

3. ROLL CALL

ROLL CALL	PRESENT	ABSENT	LATE ARRIVAL	EARLY DEPARTURE
Brown	X			
Cox	X			
Evans	X			
Frederic	X			
Dr. Hudley	X			
Vick			X (7:33 PM)	
Beasley, President	X			

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

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)

5. HEARING OF COUNCIL MEMBERS

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

A. Reports

1. Municipal Court - Weekly Summary Report for the Week of October 2, 2023 to October 6, 2023
2. Finance Committee – Report of October 5, 2023
3. Redevelopment Committee – Report of October 11, 2023
4. Municipal Court - Weekly Summary Report for the Week of October 9, 2023 to October 13, 2023

7. REPORTS OF COMMITTEES

None

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

8. ORDINANCES, BILLS & CLAIMS

A. Ordinances on First Reading

None

B. Ordinances on Second Reading

None

C. Bills & Claims

Vick - Evans

1. Bill Lists

RESOLVED THAT THE BILLS AND CLAIMS AGAINST THE TOWNSHIP OF IRVINGTON FOR A PERIOD OCTOBER 23, 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	\$2,885,798.01
TOTAL	\$2,885,798.01

Adopted

Evans - Hudley

2. Payrolls

Payroll Date: September 22, 2023

TOTAL	\$2,329,727.43 (<i>Already Approved at 10-10-23 Meeting</i>)
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Adopted

9. RESOLUTIONS AND MOTIONS

A. Resolutions

Beasley – Vick 1. Resolution of Sorrow – Irvington Firefighter/Arson Investigator Barney Leon Roundtree Jr.

RESOLUTION OF SORROW
BARNEY LEON ROUNDTREE JR.
FIREFIGHTER AND ARSON INVESTIGATOR
TOWNSHIP OF IRVINGTON

WHEREAS, the Municipal Council of the Township of Irvington wishes to express their deepest sorrow on the passing of Irvington Firefighter and Arson Investigator Barney Leon Roundtree Jr.; and

WHEREAS, Barney Leon Roundtree Jr. (affectionately known as "Budgie") was born on June 16, 1973 to the late Barney Leon Roundtree Sr. and Velma Roundtree in Detroit, Michigan; and

WHEREAS, like most rambunctious young men, Budgie enjoyed riding his bike, playing ball and jumping off rooftops with his uncle and cousins. He attended Detroit Public Schools and graduated from Chadsey High School in June of 1991. Budgie's high school graduation day proved to be a milestone date for him, as he also embarked on his first phase of manhood. He left Detroit ("The D" as he called it) and moved to Newark, New Jersey; and

WHEREAS, upon arriving in New Jersey, Budgie immediately began his career journey at Silver Line Building Products, where he was known as an extraordinary employee. Determined move forward financially; Budgie also worked several smaller jobs while employed with Silver Line. The birth of his first child, Charnae Nicole Roundtree in March of 1994 marked another milestone in Budgie's life; and

WHEREAS, in May of 1996, Budgie met the love of his life Kency Jean-Louis. They enjoyed an eventful courtship which bloomed into a beautiful love story. On September 10, 2005, Budgie and Kency married in a private wedding ceremony and later had their dream wedding on July 2, 2006. Two sons, Eric Christopher Roundtree and Ethan James Roundtree were born from their union; and

WHEREAS, Budgie was inspired by Kency to pursue a career in public safety; an idea he took and ran with. He proudly became a Fireman for the Township of Irvington in 2006; where he not only gained a fulfilling career, but became part of a brotherhood. He received the Sturd Alston Fire Award on October 10, 2012; honoring his work in "Prevention, Rescue and Preservation". During his seventeen-year tenure as a fireman; Budgie also served as an Arson Investigator; and

WHEREAS, Budgie is survived his wife, Kency; children: Charnae, Eric and Ethan; granddaughter, Kynedi; mother, Velma; in-laws: Phito and Marie; sisters: Aricka (Anthony) of Chicago, IL and Wendy (Abdullah) of Newark, NJ; brothers: Withley and Keven of Newark, NJ; and a host of aunts, uncles, nieces, nephews, cousins and friends:

NOW THEREFORE BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that the Township of Irvington hereby mourns the passing of Irvington Firefighter Barney Leon Roundtree Jr. 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 Irvington Firefighter Barney Leon Roundtree Jr.

Adopted

Beasley – Brown 2. Resolution of Sorrow – Irvington Crossing Guard Severn Kellam

**RESOLUTION OF SORROW
SERVERN KELLAM**

WHEREAS, after a short battle with cancer, she departed this life peacefully on October 23, 2023. Severn was educated in Newark Public School system. She also attended Empire Tech. earning a Dental Certificate in being a Dental Assistant. Also earning a degree from Essex County College in Early Childhood Education. She would then attended Chrill Institute to become a Home Health Aide. She then became a Family support Worker in Elizabeth, New Jersey. And then, a Crossing Guard for Irvington Police Department, one of mom's greatest pleasures was crossing those children. She lived for that; and

WHEREAS, Severn was very outspoken and outgoing. She loved the children on her post as a crossing guard. She also loved helping young mothers on how to provide for their children and referring them to different programs that would help them in their journey as a mother. She was a very Loving wife and mother. She was funny, sensitive & loving. She always said what was on her mind. She would always try to direct traffic even when she was not working. If she did not like you, she did not hesitate to let you know exactly how she felt. Her famous words were, "Don't let everybody hug you" and "Don't let everyone pray for you." But she would pray for you at the drop of a dime. Even as she was leaving the Hospital, which would be for the last time, her and her husband prayed for the patient in the next room who had just received bad news; and

WHEREAS, Severn a.k.a. Toni also loved sports, she was a diehard Cowboy fan. She also loved to dance to club music and would listen to praise and worship music daily. She would always follow DJ Qua when club music was involved, rain or snow; and

WHEREAS, Severn loved all of her children and even in her last moments would be worried about them and her grandbabies. If any of her children called her for backup, she would say to Romeo, her husband, "Boo we gotta go;" and

WHEREAS, She leaves to Cherish her memory, her loving husband Anthony P. Kellam, Her Children; Alyetter Clayton (Bobby), Jaquada Moses (Tara), Nakeeta Moses, Myesha Williams, Hakim Williams (Iliana) James Stewart (Mo) Hakim Arnold. Her siblings: Deborah Stokes (James), Vanessa Daveis, Yvette Davis (Maurice) Renee Pittman (Tony) Michelle Webber. Her grandchildren; Rakim Moses Rogers, Zayire Rogers, Sky Moses, Raven Clay, Jadia Jackson, Jaquada Moses Jr., Monique Williams, Destiny Hadley, Lila Evans, Denver Hadley and last but not least, her name sake, Alani Severn Stewart and a host of neices & nephews. She was preceded in death by her mother, Margie M. Brown & James A. Maddox:

NOW THEREFORE BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that the Township of Irvington hereby mourns the passing of Severn Kellam and extends our most sincerest condolences to Alyetter Clayton, 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 Severn Kellam.

Adopted

Vick - Frederic 3. Cancel Taxes on Township Owned Properties for Years 2022 and 2023

RESOLUTION TO CANCEL TAXES ON TOWNSHIP OWNED PROPERTIES

WHEREAS, N.J.S.A. 54:4-54, Allows the County Board of Taxation or the governing body of the taxing district to order the correction to be made and a refund of any payments made (with no interest) when by mistake, a property has been twice entered and assessed on the tax duplicate; and

WHEREAS, the tax collector, is reporting the taxes need to be canceled on taxes were assessed to Township of Irvington owned properties for the tax years 2022 and 2023; and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Irvington; hereby authorizes the cancellation of taxes for the tax years 2022 and 2023 on Township of Irvington owned properties.

Adopted

Cox – Hudley 4. Support from Local Governing Body Authorizing the 2023 Sustainable Jersey-PSE&G Energy Efficiency Partnership Program Application

**Resolution of Support from Local Governing Body Authorizing the
2023 Sustainable Jersey-PSE&G Energy Efficiency Partnership Program Application**

WHEREAS, a sustainable community seeks to optimize quality of life for its residents by ensuring that its environmental, economic, and social objectives are balanced and mutually supportive; and

WHEREAS, Irvington strives to save tax dollars, assure clean land, air and water, improve working and living environments; and

WHEREAS, Irvington is participating in Sustainable Jersey Program; and

WHEREAS, one of the purposes of the Sustainable Jersey Program is to provide resources to municipalities to make progress on sustainability issues, and they have created the 2023 Sustainable Jersey-PSE&G Energy Efficiency Partnership Program to help increase energy efficiency for residents, businesses, and municipal facilities.

THEREFORE, the Governing Body of the Township of Irvington has determined that Irvington should apply for the aforementioned 2023 Sustainable Jersey-PSE&G Energy Efficiency Partnership Program.

THEREFORE, Irvington, applying for the 2023 Sustainable Jersey-PSE&G Energy Efficiency Partnership Program, will provide staff support for all activities related to the Sustainable Jersey-PSE&G Energy Efficiency Partnership Program, including the outreach to help local businesses to save energy, lower their utility bills, lower emissions, and take advantage of energy efficiency incentive programs.

- Charnette Frederic, Councilwoman-at-Large and Irvington Green Chair, will serve as the primary contact for the Sustainable Jersey Commercial Energy Efficiency Outreach Campaign within the municipality.
- Commitment to attend virtual events and virtual training.
- Coordinate the support from relevant finance, facility, and other staff as needed for project implementation.

THEREFORE, BE IT RESOLVED, that the Governing Body of the Township of Irvington, State of New Jersey, authorizes the submission of the aforementioned application to the 2023 Sustainable Jersey-PSE&G Energy Efficiency Partnership Program.

Adopted

Frederic – Vick 5. Determine the Form and Other Details of its Phase V and Phase VI Notes, Each Entitled "Note Relating to the Water Bank Construction Financing Program of the New Jersey Infrastructure Bank", to be Issued in the Principal Amount of Up to \$3,275,000 and \$1,210,000, Respectively, and Providing For the Issuance and Sale of Such Notes to the New Jersey Infrastructure Bank, and Authorizing the Execution and Delivery of Such Notes by the Township of Irvington in Favor of the New Jersey Infrastructure Bank, all Pursuant To The New Jersey Infrastructure Bank Water Bank Construction Financing Program

RESOLUTION OF THE TOWNSHIP OF IRVINGTON, IN THE COUNTY OF ESSEX, NEW JERSEY, DETERMINING THE FORM AND OTHER DETAILS OF ITS PHASE V AND PHASE VI NOTES, EACH ENTITLED "NOTE RELATING TO THE WATER BANK CONSTRUCTION FINANCING PROGRAM OF THE NEW JERSEY INFRASTRUCTURE BANK", TO BE ISSUED IN THE PRINCIPAL AMOUNT OF UP TO \$3,275,000 AND \$1,210,000, RESPECTIVELY, AND PROVIDING FOR THE ISSUANCE AND SALE OF SUCH NOTES TO THE NEW JERSEY INFRASTRUCTURE BANK, AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH NOTES BY THE TOWNSHIP OF IRVINGTON IN FAVOR OF THE NEW JERSEY INFRASTRUCTURE BANK, ALL PURSUANT TO THE NEW JERSEY INFRASTRUCTURE BANK WATER BANK CONSTRUCTION FINANCING PROGRAM.

WHEREAS, the Township of Irvington (the "Local Unit"), in the County of Essex, State of New Jersey (the "State"), is a participant in the Joint Meeting of Essex and Union Counties, constituting a joint meeting of various municipalities located in the Counties of Essex and Union in the State (the "Joint Meeting"), which Joint Meeting is organized pursuant to N.J.S.A. 40:63-68 *et seq.* as a public body corporate and politic, duly created and validly existing pursuant to the laws of the State;

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

WHEREAS, the Joint Meeting has determined that there exists a need to, as applicable, acquire, construct, renovate or install projects consisting of: (a) Phase V of the Flood Mitigation Facilities Project (Biosolids Site Wall), consisting of the construction of reinforced concrete flood walls on piles with steel sheeting subsurface cut-off walls around the four sides of the Biosolids Facilities Site, including installation of flood gates for vehicular access, modifications to the existing entrance roadways, construction of stormwater facilities to redirect on-site stormwater to the proposed Biosolids Stormwater Pumping Station and coordination with and/or relocation of various utilities within the project area ("Phase V"); and (b) Phase VI of the Flood Mitigation Facilities Project (Biosolids Stormwater Pumping Station), consisting of a below-ground reinforced concrete stormwater pumping station for the Biosolids Facilities Site, including modifications to the site stormwater collection system to redirect the flow of on-site stormwater into the pumping station, installation of submersible stormwater pumps and associated piping, valves, electrical and instrumentation equipment and site restoration ("Phase VI"; and together with Phase V shall be collectively referred herein to as the "Joint Meeting Projects");

WHEREAS, it is the desire of the Local Unit to obtain financing for its allocable share of Phases V and VI of the Joint Meeting Projects (such allocable shares being referred to herein, collectively, as the "Projects") through participation in the environmental infrastructure financing program (the "New Jersey Water Bank") of the New Jersey Infrastructure Bank (the "I-Bank");

WHEREAS, the Local Unit has determined to temporarily finance, as applicable, the acquisition, construction, renovation or installation of the Projects prior to long-term bond financing through the New Jersey Water Bank, and to undertake such temporary financing with the proceeds of short-terms loans to be made by the I-Bank (the "Construction Loans") to the Local Unit, pursuant to the Water Bank Construction Financing Program of the I-Bank (the "Construction Financing Program");

WHEREAS, the Local Unit adopted bond ordinance number MC 3816 on February 27, 2023 (the "2023 Bond Ordinance"), which appropriated and authorized amounts necessary to cover the costs of, among other projects, the Projects;

WHEREAS, the Local Unit will also issue the Phase V Note (as hereinafter defined) to finance the costs of Phase V of the Projects;

WHEREAS, the Local Unit will also issue the Phase VI Note (as hereinafter defined) to finance the costs of Phase VI of the Projects;

WHEREAS, the United States Federal Emergency Management Agency ("FEMA") has approved, or prior to the issuance of the respective Notes (as hereinafter defined) will approve, the scope of each phase of the Projects and, consequently, has agreed to fund up to 90% of the costs of planning and constructing the Projects;

WHEREAS, after receipt of the FEMA reimbursements, the Local Unit will finance the remaining approximately 10% percent of the costs of each phase of the Projects via (i) the issuance of long term bonds, (ii) the payment of cash or (iii) a combination thereof;

WHEREAS, in order to (i) evidence and secure the repayment obligation of the Local Unit to the I-Bank with respect to the Construction Loans and (ii) satisfy the requirements of the Construction Financing Program, it is the desire of the Local Unit to issue and sell to the I-Bank its (a) "Note Relating to the Water Bank Construction Financing Program of the New Jersey Infrastructure Bank" in an aggregate principal amount of up to \$3,275,000 (the "Phase V Note"), and (b) "Note Relating to the Water Bank Construction

Financing Program of the New Jersey Infrastructure Bank" in an aggregate principal amount of up to \$1,210,000 (the "Phase VI Note"; and together with the Phase V Note, the "Notes"), in substantially the forms attached hereto as Exhibit A and Exhibit B, respectively, to finance Phase V and Phase VI, respectively, of the Projects;

WHEREAS, it is the desire of the Local Unit to authorize, execute, attest and deliver the Notes to the I-Bank pursuant to the terms of the Local Bond Law of the State of New Jersey, constituting Chapter 2 of Title 40A of the Revised Statutes of the State of New Jersey (the "Local Bond Law"), and other applicable law;

WHEREAS, Section 28 of the Local Bond Law allows for the sale of the Notes to the I-Bank, without any public offering, and N.J.S.A. 58:11B-9 allows for the sale of the Notes to the I-Bank without any public offering, all under the terms and conditions set forth therein;

WHEREAS, in connection with its participation in the Joint Meeting and the issuance of its Notes for the purpose of financing the costs of the Projects, the Local Unit desires to enter into that certain Project Financing Agreement (the "Agreement"), by and between the Joint Meeting and the Local Unit, and acknowledged and agreed to by the I-Bank, in substantially the form attached hereto as Exhibit C; and

WHEREAS, a separate Agreement for Phase V and Phase VI, respectively, of the Projects will be executed and delivered upon the closing of each of the Notes.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Local Unit as follows:

Section 1. In accordance with Section 28 of the Local Bond Law and N.J.S.A. 58:11B-9, the Local Unit hereby authorizes the issuance, sale and award of the Phase V Note in accordance with the provisions hereof. The \$3,275,000 obligation represented by the Phase V Note has been appropriated and authorized by the 2023 Bond Ordinance, which was duly adopted by the governing body of the Local Unit at meetings and at which times a quorum was present and acted throughout, all pursuant to the terms of the Local Bond Law and other applicable law.

Section 2. In accordance with Section 28 of the Local Bond Law and N.J.S.A. 58:11B-9, the Local Unit hereby authorizes the issuance, sale and award of the Phase VI Note in accordance with the provisions hereof. The \$1,210,000 obligation represented by the Phase VI Note has been appropriated and authorized by the 2023 Bond Ordinance, which was duly adopted by the governing body of the Local Unit at meetings and at which times a quorum was present and acted throughout, all pursuant to the terms of the Local Bond Law and other applicable law.

Section 3. The Chief Financial Officer of the Local Unit (the "Chief Financial Officer") is hereby authorized to determine, in accordance with the Local Bond Law and pursuant to the terms and conditions hereof, (i) the final principal amount of the Notes (subject to the maximum limitations set forth in Section 5(a) hereof) and (ii) the dated date of the Notes.

Section 4. Any determination made by the Chief Financial Officer pursuant to the terms hereof shall be conclusively evidenced by the execution and attestation of the Notes by the parties authorized pursuant to Section 5(h) hereof.

Section 5. The Local Unit hereby determines that certain terms of the Notes shall be as follows:

- (a) the principal amount of the Phase V Note and Phase VI Note to be issued shall be an amount not to exceed \$3,275,000 and \$1,210,000, respectively;

- (b) the maturity of the respective Notes shall be as determined by the I-Bank;
- (c) the interest rate for each of the Notes shall be as determined by the I-Bank;
- (d) the purchase price for each of the Notes shall be par;
- (e) the Notes shall be subject to prepayment prior to their respective stated maturities in accordance with the terms and conditions set forth in the Notes;
- (f) the Notes shall be issued in a single denomination and shall be numbered "NJWB – CFP-2024-1-JM-FEMA" and "NJWB – CFP-2024-2-JM-FEMA", respectively;
- (g) the Notes shall be issued in fully registered form and shall be payable to the registered owner thereof as to both principal and interest in lawful money of the United States of America; and
- (h) the Notes shall be executed by the manual or facsimile signatures of the Mayor and the Chief Financial Officer (collectively, the "Authorized Officers") of the Local Unit under official seal or facsimile thereof affixed, imprinted or reproduced thereon and attested by the manual signature of the Municipal Clerk.

Section 6. The Notes, in substantially in the forms attached hereto as Exhibit A and Exhibit B, respectively, with such additions, deletions and omissions as may be recommended by the Chief Financial Officer of the Local Unit, upon the advice of bond counsel, general counsel and/or the municipal advisor to the Local Unit, be and are hereby approved.

Section 7. The law firm of McManimon, Scotland & Baumann, LLC is hereby authorized to arrange for the printing of the Notes, which law firm may authorize McCarter & English, LLP, bond counsel to the I-Bank for the Construction Financing Program, to arrange for same.

Section 8. The Agreement, in substantially the form attached hereto as Exhibit C, with such additions, deletions and omissions as may be recommended by the Chief Financial Officer of the Local Unit, upon the advice of bond counsel, general counsel and/or the municipal advisor to the Local Unit, be and is hereby approved. The Authorized Officers of the Local Unit are hereby authorized and directed on behalf of the Local Unit to enter into, execute and deliver, and consummate or perform any actions required under, the Agreement executed and delivered with each of the Notes.

Section 9. The Authorized Officers of the Local Unit are hereby further severally authorized to (i) execute and deliver, and the Municipal Clerk is hereby further authorized to attest to such execution and to affix, imprint or reproduce the corporate seal of the Local Unit to, any document, instrument or closing certificate deemed necessary, desirable or convenient by the Authorized Officers of the Local Unit, in their respective sole discretion, after consultation with counsel and any advisors to the Local Unit, and after further consultation with the I-Bank and its representatives, agents, counsel and advisors, to be executed in connection with the issuance and sale of the Notes and the participation of the Local Unit in the Construction Financing Program, which determination shall be conclusively evidenced by the execution of each such certificate, instrument or other document by the party authorized hereunder to execute such certificate, instrument or other document, and (ii) perform such other actions as the Authorized Officers deem necessary, desirable or convenient in relation to the execution and delivery of the Notes and the Agreement and any other documents, agreements or instruments related to, and the participation of the Local Unit in, the Construction Financing Program.

Section 10. This resolution shall take effect immediately.

Section 11. Upon the adoption hereof, the Municipal Clerk shall forward certified copies of this resolution to Everett M. Johnson, Esq., Wilentz, Goldman & Spitzer, P.A., bond counsel to the Joint Meeting, David Zimmer, Executive Director of the I-Bank, and Richard T. Nolan, Esq., McCarter & English, LLP, bond counsel to the I-Bank.

Adopted

Cox – Vick 6. Ratify 2021 Corrective Action Plan

**RESOLUTION OF THE TOWNSHIP OF IRVINGTON
Corrective Action Plan
Audit Report Year: December 31, 2021**

WHEREAS, in accordance with the requirements of the Single Audit Act and the regulations of the Division of Local Government Services, all municipalities are required to prepare and file a Corrective Action Plan; and

WHEREAS, this plan must be filed with the Division of Local Government Services in accordance with regulations established by the Division; and

WHEREAS, such a plan was prepared by the Chief Financial Officer and reviewed by the members of the governing body of the Township of Irvington;

NOW THEREFORE BE IT RESOLVED, that the CY 2021 Corrective Action Plan, attached hereto, be approved by the governing body of the Township of Irvington and filed with the Division of Local Government Services.

Adopted

Cox – Hudley 7. Ratify Mayor's Nomination of Re-appointing Seth G. Dombeck, Esq. as Municipal Court Judge, effective July 1, 2023 and expiring on June 30, 2026

WHEREAS, a vacancy occurred in the Office of Municipal Court Judge by virtue of the fact that the term of office of Seth G. Dombeck, Esq. expired on June 30, 2023:

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

The Mayor's nomination of Seth G. Dombeck, Esq. as Municipal Court Judge, effective July 1, 2023 and expiring on June 30, 2026 is hereby confirmed by the Municipal Council.

Adopted

~~8. Ratify Memorandum of Agreement — Firefighters Local 14 — July 1, 2023 through June 30, 2028~~ **[REMOVED BY COUNCIL – NO BACKUP DOCUMENT]**

WHEREAS, the Township of Irvington and the Irvington Firefighter (FMBA) Local 14 has engaged in labor negotiations for the purpose of establishing salaries and other conditions of employment for members of said association if the Township of Irvington; and

WHEREAS, the Township of Irvington and the Irvington Firefighter (FMBA) Local 14 have mutually agreed to the salaries and other conditions of employment for the period beginning July 1, 2023 and ending June 30, 2028:

NOW, THEREFORE BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that they hereby ratify and approve the terms and conditions of the Memorandum of Agreement attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED that the Mayor and the Township Clerk are authorized and empowered to execute the said Memorandum of Agreement.

Cox – Vick 9. Request an Extension of Time For The 2022 Transportation Trust Fund Grant

RESOLUTION TO REQUEST AN EXTENSION OF TIME FOR THE 2022 TRANSPORTATION TRUST FUND GRANT

Whereas, the New Jersey Department of Transportation (NJDOT) awarded a grant to the Township of Irvington for the 2022 Transportation Trust Fund Program, which provides grant funding for the resurfacing of Eastern Parkway, Western Parkway and Prospect Street; and

Whereas, the Firm of T & M Associates was retained to prepare the plans and specification for this project as Resolution DPW 22-0124-1 and they have been engaged in the design of the project since the award of this professional services contract and those plans are presently with the NJDOT and are under review by NJDOT staff; and

Whereas, the grant had a deadline of October 21, 2023 for the award of a contract for this work which cannot be met at this time; and

WHEREAS, the Township Engineer has requested an extension of time of 90 days for this deadline and the NJDOT requires that this request be supported by a resolution of the Municipal Council and endorsed by the Mayor.

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that an extension of time of 90 days for the 2022 Transportation Trust Fund Project is requested from the New Jersey Department of Transportation and that the Mayor is authorized to endorse the request for this extension of time.

Adopted

10. COMMUNICATION AND PETITIONS

A. Communications

1. Mayor Tony Vauss – Re-appointing Seth G. Dombeck, Esq. as Municipal Court Judge

11. PENDING BUSINESS

None

12. MISCELLANEOUS

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

Samuel Cherilus, 90 40th Street
Natasha Beauliere, 13 Lindsley Avenue
Elouise McDaniel, 214 Nesbit Terrace
Robert Shaw, 57 Coit Street

Council President Beasley, Council Member Vick and Council Member Cox responded to the issues raised by the above referenced citizens.

13. ADJOURNMENT

There being no further business, the meeting adjourned at 7:54 P.M.

Jamillah Z. Beasley, Council President

Shawna M. Supel, Municipal Clerk