

SPECIAL MEETING – NOVEMBER 29, 2018

READ PUBLIC MEETINGS LAW ARTICLE

ROLL CALL

MOMENT OF SILENCE/PRAAYER

PLEDGE OF ALLEGIANCE

PUBLIC HEARING ON YEAR 45 C.D.B.G. PROGRAM

COMMUNICATIONS

1. A request from Roselle Park Boy Scout Troop 56 to sell holidays wreathes at Michael Mauri (Gazebo) Park on Sunday, November 25, 2018 from 10:00 a.m. to 2:00 p.m. (Subject to JIF insurance and indemnification requirements).

PROCLAMATIONS & PRESENTATIONS

- Business of the Month: Roselle Park Liquors
- Knights of Columbus Awards

*** APPROVAL OF MEETING MINUTES, PENDING ANY CORRECTIONS**

Regular Meeting of September 6, 2018
 Special Meeting Closed Session of November 1, 2018
 Regular Meeting Closed Session of November 1, 2018

*** MOTION BILLS & PAYROLLS BE NOT READ**

*** MOTION BILLS & PAYROLLS BE PASSED FOR PAYMENT**

PUBLIC PORTION (Time Limit of 7 Minutes; Limited to Agenda Items Only)

ORDINANCES FOR 2ND READING: COUNCILMAN FAHOURY

ORD. No. 2555 AN ORDINANCE AMENDING CHAPTER II, ARTICLE III, SECTION 2-25 OF THE CODE OF THE BOROUGH OF ROSELLE PARK ENTITLED, "SPECIAL LAW ENFORCEMENT OFFICERS"

ORDINANCES FOR INTRODUCTION: COUNCILMAN FAHOURY

None

CONSENT AGENDA

"ALL MATTERS LISTED WITH AN ASTERISK (*) ARE CONSIDERED TO BE ROUTINE AND NON-CONTROVERSIAL BY THE COUNCIL AND WILL BE APPROVED BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS UNLESS A MEMBER OF THE GOVERNING BODY SO REQUESTS, IN WHICH CASE THE ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED IN ITS NORMAL SEQUENCE ON THE AGENDA AS PART OF THE GENERAL ORDERS."

RESOLUTIONS:

- * **#325-18** – Appointing Myrtle I. Hope as an Employee Assigned to Casano Community Center Events and Activities
- * **#326-18** – Accepting the Resignation of Robert Mathieu from the Environmental Commission
- * **#327-18** – Confirming the Governing Body has Discussed the 2018 Best Practice Inventory
- * **#328-18** – Authorizing Settlement of the 2017 and 2018 Tax Appeals Entitled 22 East Westfield Realty LLC v. Borough of Roselle Park, Docket Numbers: 000883-2017 & 000210-2018, Block 912, Lot 4, Commonly Known as 22 East Westfield Avenue
- * **#329-18** – Authorizing Settlement of the 2016, 2017 and 2018 Tax Appeals Entitled Horla Associates v. Borough of Roselle Park, Docket Numbers: 007585-2016, 000881-2017 & 000209-2018, Block 606, Lot 39, Commonly Known as 161-165 West Westfield Avenue
- * **#330-18** – Authorizing Submission of Year 45 Community Development Grant Applications
- * **#331-18** – Adopting the Green Purchasing Policy of the Borough of Roselle Park

RESOLUTIONS OFF CONSENT:

- #323-18** – Authorizing the Execution of an Amended Redeveloper’s Agreement between the Borough of Roselle Park and Roselle Park VP, LLC for Block 213, Lot 1 and Block 314, Lot 1

MAYOR AND COUNCIL COMMITTEE REPORTS / REPORTS OF DEPARTMENTS

- Construction Official’s Report for October 2018
- Borough Clerk’s Report for October 2018
- Animal Control Officer’s Report for October 2018
- EMS Report for October 2018
- Treasurer’s Report for October 2018
- Economic Development Director’s Report for October – November 2018
- Mayoral Appointment(s) (No Confirmation from Council Required):
 - Appointing Michele LoManto of 28 East Grant Avenue, Roselle Park, NJ 07204, as a Member of the Environmental Commission to fill the unexpired term of Robert Mathieu set to expire on December 31, 2018, pursuant to Borough Code Section 2-34.2.a.

WORKSHOP DISCUSSION

Items Carried from Prior Meeting(s):

None

New Items:

- Kids Recreation Trust Fund Grant (Mayor Hokanson)
- Hiring Process for Personnel Other Than Department Heads (Councilman Fahoury)

PUBLIC PORTION (Time Limit of 5 Minutes; On any Subject)

EXECUTIVE (CLOSED) SESSION

ADJOURNMENT

**NEXT REGULAR SCHEDULED MEETING OF THE MAYOR AND COUNCIL
WILL BE HELD ON DECEMBER 6, 2018**

ORDINANCES FOR SECOND READING

ORDINANCE NO. 2555

AN ORDINANCE AMENDING CHAPTER II, ARTICLE III, SECTION 2-25 OF THE CODE OF THE BOROUGH OF ROSELLE PARK ENTITLED, "SPECIAL LAW ENFORCEMENT OFFICERS"

BE IT ORDAINED by the Mayor and Council of the Borough of Roselle Park, County of Union and State of New Jersey that Chapter II, Article III, Section 2-25 of the Code of the Borough of Roselle Park be and hereby is amended as follows:

SECTION 1. 2-25 SPECIAL LAW ENFORCEMENT OFFICERS.

2-25.1 Creation of Positions.

There is hereby created the positions of Special Law Enforcement Officer, Class One, and Special Law Enforcement Officer, Class Two, of the Borough of Roselle Park.

2-25.2 Duties.

a. *Class One.* Special Law Enforcement Officers, Class One, shall be authorized to perform routine traffic detail, spectator control and similar duties. Special Law Enforcement Officers, Class One, shall also have the power to issue summonses for disorderly persons offenses, violations of municipal ordinances and violations of N.J.S.A. 39:1-1 et seq. (Motor Vehicle Code). The use of a firearm by an Officer of Class One shall be strictly prohibited, and no Special Law Enforcement Officer, Class One, shall be assigned any duties which may require the carrying or using of a firearm.

b. *Class Two.* Officers of this class shall be authorized to exercise all the powers of a Class One Officer and full powers and duties similar to those of a permanent, regularly appointed full-time Police Officer. The use of a firearm by an Officer of this class may be authorized only after the Officer has been fully certified as having successfully completing the necessary training as prescribed by the Police Training Commission.

c. All Special Law Enforcement Officers shall comply with the rules and regulations applicable to the conduct and decorum of regular Officers, as well as with any rules and regulations that are specifically applicable to Special Officers.

d. *Firearms.*

1. No Special Law Enforcement Officer may carry a firearm except while engaged in the actual performance of the Officer's official duties and when specifically authorized by the Police Chief to carry a firearm, provided that the Officer has satisfactorily completed the basic firearms course required by the Police Training Commission for regular Police Officers and the semi-annual requalification examinations as required for permanent, regularly-appointed full-time Police Officers in the Roselle Park Police Department.

2. Any firearm utilized by a Special Law Enforcement Officer shall be returned at the end of the Officer's workday to the Officer in Charge of the stationhouse, unless the firearm is owned by the Special Law Enforcement Officer and was acquired in compliance with the condition of employment established by the Roselle Park Police Department. Any Special Law Enforcement Officer first appointed after the effective date of this chapter shall only use a firearm supplied by the Roselle Park Police Department.

3. No Special Law Enforcement Officer shall carry a firearm or other similar weapon when off duty.

e. *On Duty; Supervision.*

1. A Special Law Enforcement Officer shall be deemed to be on duty only while he is performing the public safety functions on behalf of the Roselle Park Police Department pursuant to this chapter, the Borough Code or article and when he is receiving compensation, if any, from the Borough of Roselle Park at the rates or stipends as established or shall be established by ordinance. A Special Law Enforcement Officer shall not be deemed to be on duty, for purposes of this chapter, the Borough Code or ordinance while performing private security duties for private employers, which duties are assigned by the Police Chief, or while receiving compensation for those duties from a private employer. A Special Law Enforcement Officer may, however, be assigned by the Police Chief to perform public safety functions for a private entity if the Police Chief or other chief law enforcement officer supervises the performance of the public safety functions. If the Police Chief assigns the public safety duties and supervises the performance of those duties, then, notwithstanding that the Borough of Roselle Park is reimbursed for the cost of assigning a Special Law Enforcement Officer at a private entity, the Special Law Enforcement Officer shall be deemed to be on duty.

2. A Special Law Enforcement Officer shall be under the supervision and direction of the Police Chief wherein the Officer is appointed and shall perform his duties only in the Borough of Roselle Park unless in fresh pursuit of any person pursuant to N.J.S.A. 2A:156-1 et seq.

f. *Number of Hours of Work; Number of Officers.*

1. Special Law Enforcement Officers may not work more than twenty (20) hours in any one (1) week, including those duties assigned pursuant to subsection 2-25.2e. herein, except in cases of emergency, as defined in N.J.S.A. 40A:14-146.9, except for one (1) Special Law Enforcement Officer, who may be assigned by the Borough Police Chief to be employed without regard to this limitation.

2. The number of Class Two Special Law Enforcement Officers appointed by the Borough of Roselle Park can be no more than one (1) for every four (4) regularly appointed full-time Police Officers.

2-25.3 *Qualifications.*

a. No person may be appointed as a Special Law Enforcement Officer unless he/she:

1. Is a resident of the State of New Jersey during his/her term of appointment.

2. Is able to read, write and speak the English language well and intelligently and has a high school diploma or its equivalent.

3. Is of good moral character, is sound in body and in good health.

4. Has not been convicted of any offense involving dishonesty or which would make him/her unfit to perform the duties of the office.

5. Has successfully undergone the same psychological testing that is required of all regular Police Officers in the Roselle Park Police Department.

b. No public official or regular Police Officer may be appointed as a Special Law Enforcement Officer.

c. No individual may serve as a Special Law Enforcement Officer if that person is currently or at any time concurrent to the within appointment serving as a Special Law Enforcement Officer for any other municipality.

d. No person shall be appointed as a Special Law Enforcement Officer until the Chief of Police has conducted a background investigation in order to ascertain the eligibility of the applicant and has reported his/her findings in writing to the Mayor and Council. Fingerprints of all applicants must be taken and filed with the State Police and the Federal Bureau of Investigation.

e. All Special Law Enforcement Officers shall successfully complete a training course approved by the Police Training Commission before commencing their duties, except those officers appointed and in service on or before January 13, 1986, as long as they will have completed all training and certification requirements before January 13, 1988.

2-25.4 Terms of Appointment.

Special Law Enforcement Officers shall be appointed for one (1) year terms ending January 1 of each year. Special Law Enforcement Officers may only be terminated during their term for cause and after a hearing.

2-25.5 Compensation.

a. Special Law Enforcement Officers shall receive such salary as may be established within the guides of the prevailing Salary Ordinance of the Borough.

~~1. Should any such Special Law Enforcement Officer concurrently serve as a Civilian Court Officer in the Roselle Park Municipal Court, such Special Law Enforcement Officer shall receive the same rate of pay as they do for their duties in the Roselle Park Municipal Court.~~

SECTION 2. Invalidation

If any section or portion of a section of this Code shall be invalid for any reason, such invalidity shall not affect the validity of the remaining sections or portions of this Ordinance.

SECTION 3. Inconsistent Ordinances Repealed.

All ordinances or parts of ordinances, to the extent that they are inconsistent herewith, are hereby repealed.

SECTION 4. Captions.

Captions contained in this Ordinance have been included only for the purpose of facilitating reference to the various sections and are not intended and shall not be utilized to construe the intent and meaning of the text of any section.

SECTION 5. Effective Date.

This amendment to the Code of the Borough of Roselle Park shall become effective upon publication and in accordance with law.

ORDINANCES FOR INTRODUCTION

NONE

RESOLUTIONS

RESOLUTION NO. 323-18

WHEREAS, the Mayor and Council (hereinafter, “governing body”) of the Borough of Roselle Park (hereinafter, “Borough”) adopted Resolution 137-09 which designated Roselle Park VP, LLC (herein after “Redevelopment Entity”) as redeveloper of the property commonly known as Block 213, Lot 1 and Block 314, Lot 1, authorized execution of a Redeveloper’s Agreement (hereinafter, “Agreement”), and settled litigation between the parties; and,

WHEREAS, such Agreement was executed by all parties and is dated October 2, 2009; and,

WHEREAS, the Redevelopment Entity has given indication to the Borough that it wishes to replace one members of the limited liability company that constitutes a portion of the redevelopment entity, namely Avalon Bay Communities, LLC (hereinafter, “Avalon”), with Fernmoor Homes (hereinafter, “Fernmoor”); and,

WHEREAS, Avalon has consented and agreed to be replaced by Fernmoor as a member of the Redevelopment Entity in correspondence dated October 11, 2018; and,

WHEREAS, Fernmoor presented its qualifications both before the governing body of the Borough and by way of written communication, with the governing body being generally satisfied that Fernmoor can meet and fulfill all obligations required by the Agreement; and,

WHEREAS, in consideration of the aforementioned substitution of Fernmoor for Avalon, the parties seek to extend the time period for project commencement; and,

WHEREAS, this amended Agreement is required in order to effectuate and consent to changes to the redevelopment entity, and the time period for project commencement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey, upon review and recommendation of legal counsel, the following actions are so authorized:

- | | |
|------------|--|
| SECTION 1. | The foregoing recitals are incorporated herein as if set forth in full. |
| SECTION 2. | The Borough Council hereby authorizes the Mayor to execute, and the Borough Clerk to attest, an Amended Redeveloper’s Agreement, attached hereto as Exhibit A. |
| SECTION 3. | Copies of the executed Redevelopment Agreement shall be placed on file with the Office of the Borough Clerk and be available for public inspection in accordance with the law. |
| SECTION 4. | This Resolution shall take effect immediately. |

EXHIBIT A

AMENDMENT OF REDEVELOPER'S AGREEMENT BETWEEN ROSELLE PARK VP,
LLC AND THE BOROUGH OF ROSELLE PARK, NEW JERSEY

This Amendment and Assignment Agreement (hereinafter "Amended Agreement") is entered into on this ____ day of _____ 2018, by and between Roselle Park VP, LLC, a limited liability company under the laws of the State of Delaware, with a business address of 517 Route 1 South, Iselin, New Jersey ("Developer"), , and the Borough of Roselle Park, County of Union, State of New Jersey, a municipal corporation of the State of New Jersey, with an address located at 110 East Westfield Avenue, Roselle Park, New Jersey ("Borough"). The Developer, any member or proposed member thereof, and the Borough are also referred to herein individually as "Party" and collectively as the "Parties."

WITNESSETH

WHEREAS, the Developer and the Borough entered into a Developer's Agreement for the site known as Block 213, Lot 1 and Block 314, Lot 1 on the official tax map of the Borough of Roselle Park, a 4.68 acre parcel commonly referred to as the Romerovski site (hereinafter referred to as "Property") on October 2, 2009; and

WHEREAS, the Developer submitted to the Borough, by correspondence dated June 14, 2018 stating that Fernmoor Homes ("Fernmoor") intends to replace one of the member of the Developer, AvalonBay Communities, LLC, in the limited liability corporation known as Roselle Park VP, LLC; and

WHEREAS, the Fernmoor presented its qualifications before the governing body of the Borough, with the governing body being satisfied that Fernmoor can meet fulfill all obligations required by the Developer's Agreement; and

WHEREAS, AvalonBay Communities, LLC, one of the members of the Developer, by correspondence dated October 11, 2018, has agreed to be replaced as a member of the Developer by Fernmoor; and

WHEREAS, in consideration of the aforementioned substitution of Fernmoor as a member of the Developer, the Parties seek to extend the time period for certain contingencies present in the Developer's Agreement; and

WHEREAS, this Amended Agreement is required in order to effectuate the replacement of one of the Members of the Developer and to amend the terms for the development of same.

NOW, THEREFORE, in consideration of the promises and of the mutual representations, covenants and agreements set forth herein, the Parties hereto, each binding itself, its successor and assigns, do mutually promise, covenant and agree as follows:

SECTION 1. SUBSTITUTION OF MEMBER OF DEVELOPER

- A. Pursuant to Section V.B.1.c of the Developer's Agreement, Fernmoor presented its qualifications as an experienced developer of multi-family units to the governing body of the Borough and accepts any and all associated rights, obligations and duties under the Developer's Agreement as a member of the Developer.
- B. Fernmoor hereby accepts all rights, obligations and duties under the Developer's Agreement and is subject to all terms and conditions running with the land contained therein.
- B. AvalonBay Communities, LLC has submitted a letter attached hereto agreeing to be replaced by Fernmoor as a member of the Developer and hereby relinquishes all rights, obligations and duties conferred by the Developer's Agreement to Fernmoor.
- C. By this Amended Agreement, the Borough hereby finds that Fernmoor has experience sufficient to be accepted as a member of the Developer and consents to the substitution of Fernmoor for AvalonBay Communities, LLC in the Developer's Agreement.

SECTION 2. AMENDMENT OF PROJECT COMMENCEMENT DATE

- A. By amending the Developers Agreement the, Developer shall begin the building of the improvements for the Redevelopment Project no later than December 31, 2020.
- B. The Borough waives the requirement that the building of improvements for the Redevelopment Project must commence no later than December 31, 2018 and consents to the amendment of Section V.B.1.b. consistent with Paragraph A of this Section.

SECTION 3. INCORPORATION BY REFERENCE

- A. The terms, conditions, rights, obligations, duties and responsibilities set for in the Developer's Agreement between the Developer and the Borough are incorporated by reference in their entirety in this Amended Agreement.
- B. Fernmoor, as substituting member of the Developer, expressly agrees to be bound without qualification to all terms, conditions, obligations, duties and responsibilities as set forth in the Developer's Agreement as incorporated by reference herein.

SECTION 4 LEGAL TRANSFER OF INTEREST IN DEVELOPER

- A. AvalonBay Communities, LLC and Fernmoor hereby agree to effectuate a transfer of AvalonBay Communities, LLC's interest in the Developer to Fernmoor by whatever conveyance or instrument is required by law.
- B. The Developer shall transmit proof of any assignment of any interest therein to the Borough within thirty (30) of the effective date of said assignment.

C. Fernmoor shall transmit proof of closing of title for the Property to the Borough within thirty (30) days thereof.

SECTION 5. EFFECTIVE DATE

The Parties agree that this Amended Agreement shall take effect on the last date when an authorized representative of each Party has executed the Agreement.

SECTION 6. RECORDATION

This agreement may be enforced by any of the Parties, their successor and assigns. To achieve this purpose, the Borough shall record the Amended Agreement in a manner consistent with the provisions of Section V.B.1 of the Developer's Agreement.

SECTION 7. ENTIRE AGREEMENT

Subject to Section 3 hereof, this Amended Agreement contains the entire agreement between the Parties. No representative, agent or employee of any of the Parties has been authorized to make any representations or promises with reference to this Agreement or to vary, alter or modify the terms hereof except as stated herein. No additions, changes or modifications, renewals or extensions hereof, shall be binding unless memorialized in writing and signed by the Parties hereto.

SECTION 8. COUNTERPARTS

This Amended Agreement may be executed simultaneously in one (1) or more counterparts, each of which shall be deemed to be the original.

SECTION 9. PREPARATION

Each of the Parties hereto acknowledges that this Amended Agreement was not drafted by an individual Party, but was drafted, negotiated, and reviewed by one or more representatives of all Parties and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. Each of the Parties expressly represents to the other Parties that: (a) it has been represented by counsel in connection with negotiating the terms of this Amended Agreement; and (b) it has conferred due authority upon the persons executing this Amended Agreement.

SECTION 10. SUCCESSORS AND ASSIGNS

Notwithstanding any provision to the contrary, this Amended Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, including any successor or assignee of the interest of AvalonBay Communities, LLC in the Developer.

SECTION 11. WAIVER

Failure to enforce any of the provisions of this Amended Agreement by any of the Parties shall not be construed as a waiver of these provisions.

SECTION 12. CAPTIONS

Captions and titles to this Amended Agreement and the several sections and subsections are inserted for purposes of convenience of reference only, and are in no way to be construed as limiting or modifying the scope and intent of the various provisions of this Amended Agreement.

SECTION 13. SEVERABILITY

In the event any one or more of the provisions of this Amended Agreement shall be adjudged to be invalid, void or unenforceable, such adjudication shall apply only to the section, paragraph, subdivision, clause or provision and the remainder of this Amended Agreement shall be deemed valid and effective.

SECTION 14. NOTICE OF ACTION

The Parties agree to provide to each other prompt notice of any lawsuit, action or governmental declaration threatened or pending by third parties of which they are actually aware which may affect the provisions of this Amended Agreement, including without limitation any third party claim.

SECTION 15. NOTICE OF CONVEYANCE OR TRANSACTION

The Developer agrees to provide the Borough prompt notice of any conveyance of real property concerning any part of whole of the Property or other transaction related to any aspect of the Developer's Agreement.

SECTION 16. CONSTRUCTION

This Amended Agreement has been entered into and shall be construed, governed and enforced in accordance with the laws of the State of New Jersey, without giving effect to provisions relating to the conflict of laws.

SECTION 17. NOTICES

Any notice or transmittal of any document required, permitted or appropriate hereunder and/or any transmittal between the Parties relating to the property (herein "Notices") shall be written and shall be served upon the respective Parties by certified mail, return receipt requested, or recognized overnight or personal carrier with certified proof of receipt and, where feasible, and in addition thereto, facsimile delivery shall be provided. All Notices shall be deemed received upon the date of delivery set forth in such certified proof, and all times for performances based upon notices shall be from the date set forth therein. Delivery shall be affected as set forth above, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days notice as provided herein.

IN WITNESS WHEREOF, the Parties and/or their authorized representatives have signed this agreement.

ATTEST:

THE BOROUGH OF ROSELLE PARK

Andrew J. Casais, RMC QPA
Borough Clerk

By _____
Carl A. Hokanson, Mayor

Date signed: _____

ATTEST:

ROSELLE PARK VP, LLC

By _____

Date signed: _____

ATTEST:

FERNMOOR HOMES, LLC

By _____

Date signed: _____

RESOLUTION NO. 325-18

BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey hereby appoint Myrtle I. Hope of 3306 Crystal Terrace, North Plainfield, New Jersey 07060 to Casano Community Center Events and Activities for the flat rate of \$60.00 for five (5) hours, with each additional hour over five (5) hours to be paid \$10.00 per hour effective immediately.

RESOLUTION NO. 326-18

BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey hereby accept the resignation of Robert Mathieu from the Environmental Commission effective November 8, 2018.

RESOLUTION NO. 327-18

BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that the Mayor and Council have discussed the Best Practice Inventory as prepared by the Chief Financial Officer at the Special Open Public Meeting of the Governing Body held on November 29, 2018.

RESOLUTION NO. 328-18

WHEREAS, an appeal of the real property tax assessment for tax years 2017 and 2018, involving Block 912, Lot 4 has been filed by the taxpayers, 22 East Westfield Realty LLC; and,

WHEREAS, the Borough of Roselle Park desires to settle the tax appeal for the tax years 2017 and 2018, and the proposed settlement agreement has been reviewed and recommended by the Borough Special Tax Counsel, the Borough Appraiser, and Tax Assessor; and,

WHEREAS, settlement of said matter as more fully set forth below is in the best interests of the Borough of Roselle Park.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that the tax appeal settlement for the property and tax years herein are hereby authorized as follows:

1. Settlement of the 2017 and 2018 tax appeals are hereby authorized as follows:
22 East Westfield Avenue

<u>Year 2017</u>	<u>Original</u> <u>Assessment</u>	<u>County</u> <u>Board Judgment</u>	<u>Requested Tax</u> <u>Court Judgment</u>
Land	\$ 640,000		
Improvements	\$ 713,500	Direct Appeal	Withdrawn
Total	\$ 1,353,500		
<u>Year 2018</u>	<u>Original</u> <u>Assessment</u>	<u>County</u> <u>Board Judgment</u>	<u>Requested Tax</u> <u>Court Judgment</u>

Land	\$ 640,000		\$ 640,000
Improvements	\$ 713,500	Direct Appeal	\$ 663,500
Total	\$ 1,353,500		\$ 1,303,500

2. The provisions of N.J.S.A. 54:51A-8 (Freeze Act) shall be applicable to the assessment on the property for the tax year 2019. The 2019 assessment shall be reduced to the level on the Tax Court Judgment for the 2018 tax year.

3. The Mayor, Borough Clerk and Special Tax Counsel are hereby authorized and directed to execute and deliver such agreements, pleadings, stipulations or other documentation as is reasonably necessary and/or appropriate to memorialize the settlement authorized herein.

RESOLUTION NO. 329-18

WHEREAS, an appeal of the real property tax assessment for tax years 2016, 2017 and 2018, involving Block 606, Lot 39 has been filed by the taxpayers, Horla Associates; and,

WHEREAS, the Borough of Roselle Park desires to settle the tax appeal for the tax years 2016, 2017 and 2018, and the proposed settlement agreement has been reviewed and recommended by the Borough Special Tax Counsel, the Borough Appraiser, and Tax Assessor; and,

WHEREAS, settlement of said matter as more fully set forth below is in the best interests of the Borough of Roselle Park.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that the tax appeal settlement for the property and tax years herein are hereby authorized as follows:

1. Settlement of the 2016, 2017 and 2018 tax appeals are hereby authorized as follows:

161-165 West Westfield Avenue			
<u>Year 2016</u>	<u>Original Assessment</u>	<u>County Board Judgment</u>	<u>Requested Tax Court Judgment</u>
Land	\$ 870,000		
Improvements	\$ 1,435,200	Direct Appeal	Withdrawn
Total	\$ 2,305,200		
<u>Year 2017</u>	<u>Original Assessment</u>	<u>County Board Judgment</u>	<u>Requested Tax Court Judgment</u>
Land	\$ 870,000		\$ 870,000
Improvements	\$ 1,435,200	Direct Appeal	\$ 1,230,000
Total	\$ 2,305,200		\$ 2,100,000
<u>Year 2018</u>	<u>Original Assessment</u>	<u>County Board Judgment</u>	<u>Requested Tax Court Judgment</u>
Land	\$ 870,000		\$ 870,000
Improvements	\$ 1,435,200	Direct Appeal	\$ 1,230,000
Total	\$ 2,305,200		\$ 2,100,000

2. The Mayor, Borough Clerk and Special Tax Counsel are hereby authorized and directed to execute and deliver such agreements, pleadings, stipulations or other documentation as is reasonably necessary and/or appropriate to memorialize the settlement authorized herein.

RESOLUTION NO. 330-18

BE IT RESOLVED that Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey hereby authorize the submission of Year 45 Community Development Block Grant Application(s); and.

BE IT FURTHER RESOLVED that the Borough of Roselle Park’s application(s) shall include the following priority list:

BOROUGH OF ROSELLE PARK
PRIORITY LIST
CDBG YEAR 45 PROJECTS

Priority	Project Name	Amount Requested	Category
1	Improvements to Chestnut Street / East Grant Avenue Parking Lot	\$ 106,000.00	Facilities & Public Improvements
2	Improvements to Chestnut Street / Charles Street Parking Lot	\$ 372,000.00	Facilities & Public Improvements
3	Improvements to Roosevelt Street (West Side: Webster Avenue to Seaton Avenue)	\$ 99,815.00	Facilities & Public Improvements
4	Improvements to Filbert Street (Westfield Avenue to Grant Avenue)	\$ 113,790.00	Facilities & Public Improvements
5	Improvements to West Clay Avenue (Grant Avenue to Chestnut Street)	\$ 518,845.00	Facilities & Public Improvements
6	Improvements to West Webster Avenue (Roosevelt Street to Valley Road)	\$ 373,590.00	Facilities & Public Improvements
7	Senior Citizen Social Service Program	\$ 33,000.00	Social Services
8	Senior Citizen Recreation Program	\$ 7,995.00	Social Services
9	Senior Citizen Handyman Program	\$ 1,000.00	Housing

RESOLUTION NO. 331-18

BE IT RESOLVED that Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey hereby adopt and authorize the use of the following “Green Purchasing Policy:”

1.0 ENVIRONMENTALLY PREFERABLE PURCHASING
(GREEN PURCHASING POLICY)

1.1 STATEMENT OF THE POLICY

It is the policy & practice of the Borough of Roselle Park to:

- A. Institute practices that reduce waste by increasing product efficiency and effectiveness; and,

- B. Purchase products that minimize environmental impacts, toxics, pollution, and hazards to worker and community safety to the greatest extent practicable; and,
- C. Purchase products that include recycled content, are durable and long-lasting, conserve energy and water, use agricultural fibers and residues, reduce greenhouse gas emissions, use unbleached or chlorine free manufacturing processes, are lead-free and mercury-free, and use wood from sustainably harvested forests (FSC) when & where possible.

1.2 PURPOSE & OBJECTIVES OF THE POLICY

The goal of this policy is to encourage and increase the use of environmentally preferable products and services in the Borough of Roselle Park by including environmental considerations in purchasing decisions.

The policy objectives are to:

- A. Conserve natural resources;
- B. Minimize environmental impacts such as pollution and use of water and energy;
- C. Eliminate or reduce toxics that create hazards to workers and our community;
- D. Support strong recycling markets;
- E. Reduce materials that are routinely land filled or disposed of;
- F. Increase the use and availability of environmentally preferable products that protect the environment;
- G. Identify environmentally preferable products and associated distribution systems;
- H. Reward manufacturers and vendors with contracts that reduce environmental impacts in their production and distribution systems or services;
- I. Collect and maintain up-to-date information regarding manufacturers, vendors and other sources for locating/ordering environmentally preferable products;
- J. Create a model for successfully purchasing environmentally preferable products that encourages other purchasers in the market to adopt similar goals.

1.3 RESEARCH, EVALUATION & IMPLEMENTATION OF THE POLICY

The Borough of Roselle Park Green Team, which shall be composed of representatives from various Borough of Roselle Park departments, commissions, committees and volunteer organizations shall research, evaluate, and implement environmental purchasing objectives. The Green Team Committee shall focus its research, evaluation and the implementation of the Policy in the following areas:

- A. Recycled Content Products (e.g. paper products, playground/recreation equipment, toner/printer cartridges, motor oils & lubricants, furniture, carpets & flooring materials, matting, plastic/composite lumber/building materials, trash bags, parking stops, ceiling tiles, etc...);
- B. Less Harmful & Non-toxic Materials & Processes (e.g. janitorial/cleaning products, pest management chemicals, phosphates, paint, solvents, fuels & lubricants, etc...)
- C. Energy & Water Efficient Products & Processes (e.g. solar applications, energy efficient lighting, energy star appliances, water saving devices, vehicles & motorized equipment, etc...);
- D. Natural Resource & Landscaping Management (e.g. integrated pest and vegetation management, drought tolerant/indigence plants & shrubs, recycled mulches &

- natural composts, etc...);
- E. Renewable Products (e.g. FSC certified forests products, renewable energy resources, etc...)
- F. Disposal & Pollution Reduction (e.g. integrated waste management, duplex copies, retread tires, reusable holiday trees, recycling programs for used ceiling tiles & flooring materials, etc...)
- G. Packaging (e.g. bulk packaging, reusable boxes, recycled packing materials, shipping pallets, etc...)
- H. Green Building Program (e.g. using recycled products in the construction and renovation, disposal of building materials in an environmentally sensitive manner, designing and renovating for energy and resource conservation)

The Committee is aware that the evaluation and implementation phases of the project will require changes in awareness, behaviors, practices and operating procedures. To the extent possible, it is the Committee's intention to have a participative process as it researches, evaluates and implements the policy recommendations. It is also the Committee's intention to meet annually after implementation to monitor and evaluate the Borough of Roselle Park's progress in this area.

1.4 SPECIFICATIONS

1.4.1 Source Reduction

- A. To the extent practicable the Borough of Roselle Park shall institute practices that reduce waste and result in the purchase of fewer products whenever practicable and cost-effective, but without reducing safety or overall workplace quality.
- B. To the extent practicable the Borough of Roselle Park shall purchase remanufactured products such as toner/printer cartridges, retread tires, furniture, equipment and automotive parts whenever practicable, but without reducing safety, quality or effectiveness.
- C. To the extent practicable the Borough of Roselle Park shall require all equipment bought after the adoption of this policy to be compatible with source reduction goals as referred to in the policy, when and where practicable.
- D. All buyers shall consider short-term and long-term costs in comparing product alternatives, when feasible. This includes the evaluation of the total costs expected during the lifetime of the product, including, but not limited to, acquisition, extended warranties, operation, supplies, maintenance, disposal costs and expected lifetime compared to other alternatives.
- E. Products that are durable, long lasting, reusable or refillable shall be preferred whenever available & practicable.
- F. To the extent practicable the Borough of Roselle Park requests vendors to eliminate excess packaging or to utilize the minimum amount necessary for product protection, to the greatest extent practicable.
- G. Packaging that is reusable, recyclable or compostable shall be preferred, when suitable uses and programs readily exist.
- H. Vendors shall be encouraged to take back and reuse wooden pallets and other shipping and packaging materials when and where practicable.
- I. Suppliers of electronic equipment, including but not limited to computers, monitors, printers, fax machines and photocopiers, shall be required to take back the equipment for reuse or environmentally safe recycling when the Borough of Roselle Park discards or replaces such equipment, whenever and where practicable.

- J. To the extent practicable the Borough of Roselle Park shall consider provisions in contracts with suppliers of non-electronic equipment that require suppliers to take back equipment for reuse or environmentally safe recycling when the Borough of Roselle Park discards or replaces such equipment, whenever practicable.
- K. All documents shall be printed and photocopied on both sides (duplex) to reduce the use and purchase of photocopy paper, whenever and where practicable.

1.4.2 Recycled Content Products

- A. All products for which the United States Environmental Protection Agency (U.S. EPA) has established minimum recycled content standard guidelines in the Agency's Comprehensive Procurement Guidelines, such as those for printing paper, photocopy paper, janitorial paper products, construction, landscaping, parks and recreation, transportation, vehicles, miscellaneous and non-paper office products, shall contain the highest postconsumer content practicable to the application, but no less than the minimum recycled content standards established by the U.S. EPA Guidelines.
- B. To the extent practicable, the Borough of Roselle Park shall purchase re-refined lubricating and industrial oil for use in its vehicles and other motorized equipment, as long as it is certified by the American Petroleum Institute (API) as appropriate for use in such equipment.
- C. To the extent practicable the Borough of Roselle Park shall specify and purchase recycled content transportation products, including signs, traffic cones, parking stops, delineators and barricades, which shall contain the highest postconsumer content practicable, but no less than the minimum recycled content standards established by the U.S. EPA Comprehensive Procurement Guidelines.

1.4.3 Energy & Water Savings

- A. Where applicable, energy-efficient equipment shall be purchased with the most up-to-date energy efficiency functions. This includes, but is not limited to, high efficiency space heating systems and high efficiency space cooling equipment.
- B. When practicable, the Borough of Roselle Park shall replace inefficient interior lighting with energy-efficient equipment and bulbs.
- C. When practicable, the Borough of Roselle Park shall replace inefficient exterior lighting, street lighting and traffic signal lights with energy-efficient equipment and bulbs. Exterior lighting shall be minimized when and where possible to avoid unnecessary lighting of architectural and landscape features while providing adequate illumination for safety and accessibility.
- D. All products purchased by the Borough of Roselle Park and for which the U.S. EPA Energy Star certification is available shall meet Energy Star certification, when practicable and available.
- E. To the extent practicable the Borough of Roselle Park shall purchase water-saving/conservation products. This includes, but is not limited to, high-performance fixtures such as toilets, low-flow faucets and aerators, and upgraded landscape irrigation systems.

1.4.4 Green Buildings & LEED IM Ratings

All building and renovations undertaken by the Borough of Roselle Park shall follow Green Building Practices for design, construction, and operation, where appropriate and practicable.

1.4.5 Landscaping & Hardscaping

All landscape renovations, construction and maintenance performed by the Borough of Roselle Park, including workers and contractors providing landscaping services for the Borough of Roselle Park, shall employ sustainable landscape management techniques for design, construction and maintenance whenever & where possible, including, but not limited to, integrated pest management (IPM), grass recycling, drip irrigation, composting, and the procurement and use of mulch and compost that give preference to those products produced from regionally generated plant debris and/or food and sludge waste programs.

Plants should be selected to minimize waste by choosing species for purchase that are appropriate to the microclimate, species that can grow to their natural size in the space allotted to them, and perennials rather than annuals for color variations should be utilized. Native and drought-tolerant plants that require no or minimal watering once established are preferred over others when & where practicable.

Hardscapes and landscape structures constructed of recycled content materials are encouraged to be utilized. The Borough of Roselle Park shall limit the amount of impervious surfaces in the landscape, when & where practicable. Permeable substitutes, such as permeable asphalt or pavers, are encouraged for walkways, patios and driveways.

1.4.6 Toxics & Pollution

To the extent practicable, the Borough of Roselle Park shall purchase, or require janitorial contractors to supply, industrial and institutional cleaning products that meet or exceed the Green Seal Certification Standards for environmental performance.

To the extent practicable, the Borough of Roselle Park shall purchase, or require janitorial contractors to supply, vacuum cleaners that meet the requirements of the Carpet and Rug Institute “Green Label” Testing Program.

The use of chlorofluorocarbon, Halon & Freon containing refrigerants, solvents and other products shall be phased out and new purchases of heating/ventilating/air conditioning, refrigeration, insulation and fire suppression systems shall not contain them when and where practical.

All detergents shall be readily biodegradable and, where practicable, shall not contain phosphates.

When maintaining buildings and landscapes, the Borough of Roselle Park shall manage pest problems through prevention and physical, mechanical and biological controls. The Borough of Roselle Park may either adopt and implement an organic pest management policy and practices or adopt and implement an Integrated Pest Management (IPM) policy and practices using the least toxic pest control method as a last resort.

When maintaining buildings, the Borough of Roselle Park shall utilize products with the lowest amount of volatile organic compounds (VOCs), highest recycled content, and low or no formaldehyde or lead when practicable when purchasing materials such as paint, carpeting, flooring materials, adhesives, furniture, filing cabinetry, ceiling tiles, coving, moldings and casework.

To the extent practicable, the Borough of Roselle Park shall reduce or eliminate its use of products that contribute to the formation of dioxins and furans. This includes, but is not limited to:

- A. Photocopier paper, paper products, and janitorial paper products that are unbleached or that are processed without chlorine or chlorine derivatives, whenever & where possible and that possess a minimum of thirty (30%) percent recycled postconsumer waste content.
- B. Prohibiting purchase of products that use halogens, polyvinyl chloride (PVC), lead, phthalates and asbestos such as, but not limited to, office binders, chair/floor mats, casework, moldings, furniture, carpeting, flooring materials, ceiling tiles and medical supplies whenever & where practicable.

To the extent practicable, the Borough of Roselle Park shall purchase products and equipment with no lead or mercury whenever possible. For products that contain lead or mercury, the Borough of Roselle Park shall give preference to those products with lower quantities of these metals and to vendors with established lead and mercury recovery programs.

When replacing vehicles, the(Borough of Roselle Park shall consider less-polluting alternatives to diesel such as bio-based fuels, hybrids, electric batteries, and fuel cells, as may be available for the application.

1.4.7 Forest Conservation

To the extent practicable, 21 shall not procure wood products such as lumber and paper that originate from forests harvested in an environmentally unsustainable manner. When possible, Borough of Roselle Park shall give preference to wood products that are certified to be sustainably harvested by a comprehensive, performance-based certification system. The certification system shall include independent third-party audits, with standards equivalent to, or stricter than, those of the Forest Stewardship Council (FSC) certification.

To the extent practicable, the Borough of Roselle Park encourages the purchase or use of previously utilized and/or salvaged wood and wood products whenever practicable & where available.

1.4.8 Bio-Based Products

Paper and construction products made from non-wood, plant-based contents such as agricultural crops and residues are encouraged whenever practicable.

Bio-based plastic products that are biodegradable and compostable, such as bags, film, food and beverage containers, and cutlery, are encouraged whenever

practicable.

1.5 PRIORITIES

The health and safety of workers and citizens is of the utmost importance and takes precedence over all other policies and practices.

To the extent practicable, the Borough of Roselle Park has made significant investments in developing a successful recycling system and recognizes that recycled content products are essential to the continuing viability of that recycling system and for the foundation of an environmentally sound production system. Therefore, to the greatest extent practicable, recycled content shall be included in products that also meet other specifications, such as chlorine free or bio-based.

Nothing contained in this policy shall be construed as requiring a department, purchaser or contractor to procure products that do not perform adequately for their intended use, exclude adequate competition, or are not available at a reasonable price in a reasonable period of time.

Nothing contained in this policy shall be construed as requiring the Borough of Roselle Park, department, purchaser or contractor to take any action that conflicts with local, state or federal requirements.

1.6 IMPLEMENTATION OF THE POLICY

Qualified Purchasing Agent, Chief Financial Officer, or other management level personnel so designated and qualified by the Borough of Roselle Park shall implement this policy in coordination with other appropriate Borough personnel.

As applicable, successful bidders shall certify in writing that the environmental attributes claimed in competitive bids are accurate. In compliance with New Jersey State Law, vendors shall be required to specify the minimum or actual percentage of recovered and postconsumer material in their products, even when such percentages are zero.

Vendors, contractors and grantees shall be encouraged to comply with applicable sections of this policy for products and services provided to the Borough of Roselle Park where practicable.

1.7 PROGRAM EVALUATION

The “Green Team” Committee and other positions responsible for implementing this policy, shall periodically meet and evaluate the success of this policy’s implementation.

1.8 DEFINITIONS

“American Society for Testing & Materials” means ASTM International, an open forum for the development of high quality, market relevant international standards use around the globe.

“Bio-Based Products” means commercial or industrial products (other than food or feed) that utilize agricultural crops or residues but does not include products made from

forestry materials.

“Biodegradable Plastic” means the degradation of the plastic must occur as a result of the action of naturally occurring microorganisms.

“Biodegradable Products Institute” (BPI) is a multi-stakeholder association of key individuals and groups from government, industry and academia, which promotes the use, and recycling of biodegradable polymeric materials (via composting). BPI does not create standards but certifies products that demonstrate they meet the requirements in ASTM D6400 or D6868, based on testing in an approved laboratory.

“Buyer” means anyone authorized to purchase or contract for purchases on behalf of the Borough of Roselle Park or its subdivisions.

“The Carpet & Rug Institute” (CRI) is the national trade association representing the carpet and rug industry. CRI has developed and administered the “Green Label” indoor air quality testing and labeling program for carpet, adhesives, cushion materials and vacuum cleaners.

“Chlorine Free” means products processed without chlorine or chlorine derivatives.

“Compostable Plastic” means plastic that is biodegradable during composting to yield carbon dioxide, water and inorganic compounds and biomass, at a rate consistent with other known compostable materials and leaves no visually distinguishable or toxic residues.

“Contractor” means any person, group of persons, business, consultant, designing architect, association, partnership, corporation, supplier, vendor or other entity that has a contract with the Borough of Roselle Park or serves in a subcontracting capacity with the Borough or with an entity having a contract with Borough for the provision of any goods or services.

“Degradable Plastic” means plastic that undergoes significant changes in its chemical structure under specific environmental conditions.

“Dioxins & Furans” are a group of chemical compounds that are classified as persistent, bioaccumulative, and toxic by the U.S. Environmental Protection Agency (EPA).

“Energy Star” means the U.S. EPA’s energy efficiency product labeling program.

“Energy Efficient Product” means a product that is in the upper twenty-five (25%) percent of energy efficiency for all similar products, or that is at least ten (10%) percent more efficient than the minimum level that meets Federal standards and guidelines.

“Electronic Product Environmental Assessment Tool” (EPEAT) is a procurement tool to help institutional purchasers in the public and private sectors evaluate, compare and select desktop computers, notebooks and monitors based on their environmental attributes.

“Federal Energy Management Program” is a program of the Department of Energy that issues a series of *Product Energy Efficiency Recommendations* that identify recommended efficiency levels for energy-using products.

“Forest Stewardship Council” (FSC) is a global organization that certifies responsible, on-the-ground forest management according to rigorous standards developed by a broad variety of stakeholder groups.

“Green Building Practices” means a whole-systems approach to the design, construction, and operation of buildings and structures that helps mitigate the environmental, economic, and social impacts of construction, demolition, and renovation. Green Building Practices such as those described in the LEED IM Rating System, recognize the relationship between natural and built environments and seeks to minimize the use of energy, water, and other natural resources and provide a healthy productive environment.

“Green Seal” is an independent, non-profit environmental labeling organization. Green Seal standards for products and services meet the U.S. EPA’s criteria for third-party certifiers. The Green Seal is a registered certification mark that may appear only on certified products.

“Integrated Pest Management (IPM)” is an ecosystem-based strategy that focuses on long-term prevention of pests or their damage through a combination of techniques such as biological control, habitat manipulation, modification of cultural practices, and use of resistant varieties. Pesticides are used only after monitoring indicates they are needed according to established guidelines, and treatments are made with the goal of removing only the target organism. Pest control materials are selected and applied in a manner that minimizes risks to human health, beneficial and non-target organisms, and the environment.

“LEED IM Rating System” means the most recent version of the Leadership in Energy and Environmental Design (LEED™) Commercial Green Building Rating System, or other related LEED IM Rating System, approved by the U.S. Green Building Council and designed for rating new and existing commercial, institutional, and high-rise residential buildings.

“Organic Pest Management” prohibits the use and application of toxic chemical pesticides and strives to prevent pest problems through the application of natural, organic horticultural and maintenance practices. All pest control products shall be in keeping with, but not limited to, those products on the approved list of New Jersey Certified Organic Foods (NJOF).

“Postconsumer Material” means a finished material which would normally be disposed of as a solid waste, having reached its intended end-use and completed its life cycle as a consumer item, and does not include manufacturing or converting wastes.

“Practical” & “Practicable” mean whenever possible and compatible with local, state and federal law, without reducing safety, quality, or effectiveness and where the product or service is available at a reasonable cost in a reasonable period of time.

“Preconsumer Material” means material or by-products generated after manufacture of a product is completed but before the product reaches the end-use consumer. Preconsumer material does not include mill and manufacturing trim, scrap or broke which is generated at a manufacturing site and commonly reused on-site in the same or another manufacturing process.

“Recovered Material” means fragments of products or finished products of a manufacturing process, which has converted a resource into a commodity of real economic value, and includes pre-consumer and postconsumer material but does not include excess resources of the manufacturing process.

“Recycled Content” means the percentage of recovered material, including pre-consumer and postconsumer materials, in a product.

“Recycled Content Standard” means the minimum level of recovered material and/or postconsumer material necessary for products to qualify as “recycled products.”

“Recycled Product” means a product that meets the Borough of Roselle Park’s recycled content policy objectives for postconsumer and recovered material.

“Remanufactured Product” means any product diverted from the supply of discarded materials by refurbishing and marketing said product without substantial change to its original form.

“Reused Product” means any product designed to be used many times for the same or other purposes without additional processing except for specific requirements such as cleaning, painting or minor repairs.

“Source Reduction” refers to products that result in a net reduction in the generation of

waste compared to their previous or alternate version and includes durable, reusable and remanufactured products; products with no, or reduced, toxic constituents; and products marketed with no, or reduced packaging.

“U.S. EPA Guidelines” means the Comprehensive Procurement Guidelines established by the U.S. Environmental Protection Agency for federal agency purchases as of May 2002 and any subsequent versions adopted.

“Water-Saving Products” are those that are in the upper twenty-five (25%) percent of water conservation for all similar products, or at least ten (10%) percent more water-conserving than the minimum level that meets the Federal standards; and,

BE IT FURTHER RESOLVED that the Borough Clerk is hereby directed to have the forgoing policy distributed to all Borough Departments, and arrange that the same be posted on the Borough website.