

REGULAR MEETING – DECEMBER 20, 2018

READ PUBLIC MEETINGS LAW ARTICLE

ROLL CALL

MOMENT OF SILENCE/PRAAYER

PLEDGE OF ALLEGIANCE

COMMUNICATIONS

None

PROCLAMATIONS & PRESENTATIONS

- Business of the Month: Killa Seasoning

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

Regular Meeting of October 4, 2018

Regular Meeting of October 18, 2018

Special Meeting of November 1, 2018

Regular Meeting of November 1, 2018

Special Meeting of November 29, 2018

Regular Meeting & Regular Meeting Closed Session of December 6, 2018

Special Meeting of December 10, 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. 2556 AN ORDINANCE AMENDING CHAPTER II, ARTICLE VI, SECTION 2-55 OF THE CODE OF THE BOROUGH OF ROSELLE PARK ENTITLED, "ADMINISTRATION, ADMINISTRATIVE POLICIES AND PROCEDURES, PROCEDURES FOR APPROVAL OF CLAIMS"

ORD. No. 2557 AN ORDINANCE AMENDING CHAPTER II, ARTICLE VI, "ADMINISTRATION, ADMINISTRATIVE POLICIES AND PROCEDURES" OF THE CODE OF THE BOROUGH OF ROSELLE PARK, INSERTING SECTION 2-63 TO BE ENTITLED, "HIRING OF BOROUGH EMPLOYEES"

ORD. No. 2558 AN ORDINANCE AMENDING CHAPTER II, ARTICLE IV, "ADMINISTRATION, BOARDS, COMMITTEES AND COMMISSIONS" OF THE CODE OF THE BOROUGH OF ROSELLE PARK, INSERTING SECTION 2-42 TO BE ENTITLED, "ROSELLE PARK GREEN TEAM"

ORD. No 2559 AN ORDINANCE PROVIDING FUNDING FOR ACQUISITION OF RECREATIONAL EQUIPMENT, BIKE PATH IMPROVEMENTS, BANDSTAND AND TREES FOR THE BOROUGH OF ROSELLE PARK, IN THE COUNTY OF UNION, NEW JERSEY, APPROPRIATING \$160,000.00 FOR SUCH PURPOSE

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:

- * **#350-18** – Accepting the Resignation of Saul Qersdyn from the Diversity Committee
- * **#351-18** – Accepting the Resignation of Jerry Vitale as Alternate No. 2 of the Municipal Land Use Board
- * **#352-18** – Accepting the Resignation of Charles B. Gosling as Fire Subcode Official and UCC Fire Inspector
- * **#353-18** – Accepting the Resignation of Ronald Vallone from the Position of Alternate Crossing Guard
- * **#354-18** – Promoting Patrolman Robert Harms to the Rank of Sergeant within the Roselle Park Police Department
- * **#355-18** – Appointing Brian Matthews to the Position of Probationary Patrolman within the Roselle Park Police Department
- * **#356-18** – Appointing Joshua E. Valente to the Position of Probationary Patrolman within the Roselle Park Police Department
- * **#357-18** – Supporting the New Jersey Department of Transportation’s Route 28, Grove Street to Highland Avenue Improvement Project
- * **#358-18** – Authorizing the Submission of a Strategic Plan for the Borough of Roselle Park Municipal Alliance Grant for Fiscal Year July 1, 2019 to June 30, 2020

- * **#359-18** – Appointing Frank J. Genova as Fire Subcode Official and UCC Fire Inspector
- * **#360-18** – Authorizing a Rights-of-Way Use Agreement with Cross River Fiber LLC
- * **#361-18** – Promoting Assistant Superintendent of Public Works Robert Krahnert to the Position of Superintendent of Public Works
- * **#362-18** – Authorizing the Holdover of Appointed Positions Until Reorganization Day 2019
- * **#363-18** – Accepting the Resignation of Michael Peterson from the Environmental Commission
- * **#364-18** – Accepting the Resignation of Michael Peterson from the Community Center Committee
- * **#365-18** – Authorizing Appropriation Transfers
- * **#366-18** – Canceling Grant Receivable Balances
- * **#367-18** – Accepting a Material Donation in the Form of Three (3) Roselle Park Hometown Posters from Carl A. Hokanson
- * **#368-18** – Authorizing the Tax Collector to Issue a Refund in the Total Amount of \$1,738.83 on Block 114, Lot 10 (512 Pinewood Avenue) as Authorized by the State Tax Court of the State of New Jersey
- * **#369-18** – Authorizing the Tax Collector to Issue a Refund in the Total Amount of \$1,758.72 on Block 114, Lot 10 (512 Pinewood Avenue) as Authorized by the State Tax Court of the State of New Jersey
- * **#370-18** – Authorizing Change Order #1 to Manor II Electric, Inc. for the Project: Casano Community Center Generator, in the Amount of a \$19,121.00 Increase (36.08%) to Reflect a Total Contract Amount of \$72,121.00 in Accordance with N.J.A.C. 5:30-11.9
- * **#371-18** – Supporting and Co-Sponsoring a 2019 Jazz Festival with Julius Tolentino and Any Successor Non-Profit Organizations
- * **#372-18** – Awarding a Contract to SHI International, Corp. for the Spatial Data Logic Automation Program Inclusive of Eight (8) Licensing Seats, Data Installation, Software Installation, and Training Pursuant to New Jersey State Contract #89851 in an Amount Not to Exceed \$69,900.00
- * **#373-18** – Authorizing Change Order #1 to Cifelli & Son General Contracting, Inc. for the Project: Improvements to Madison Avenue, in the Amount of a \$6,797.28 Decrease

(2.19%) to Reflect a Total Contract Amount of \$303,200.22

* #374-18 – Authorizing Close Out of the Contract with Cifelli & Son General Contracting, Inc. for the Project: Improvements to Madison Avenue

* #375-18 – Appointing Topology NJ, LLC as a Special Planner to Perform Transit Village Community Visioning Special Planning Services

RESOLUTIONS OFF CONSENT:

#347-18 – Incorporating Recommendation 2 of 4 from Resolution 2018-009 of the Municipal Land Use Board into the West Webster Avenue Area 1 Redevelopment Plan Dated October 2018

#348-18 – Incorporating Recommendation 3 of 4 from Resolution 2018-009 of the Municipal Land Use Board into the West Webster Avenue Area 1 Redevelopment Plan Dated October 2018

#349-18 – Incorporating Recommendation 4 of 4 from Resolution 2018-009 of the Municipal Land Use Board into the West Webster Avenue Area 1 Redevelopment Plan Dated October 2018

MAYOR AND COUNCIL COMMITTEE REPORTS / REPORTS OF DEPARTMENTS

- Police Chief’s Report for November 2018
- Fire Chief’s Report for November 2018
- Animal Control Officer’s Report for November 2018
- Treasurer’s Report for November 2018
- Mayoral Appointment(s) (No Confirmation from Council Required):
 - Appointing Jaclyn Flatley of 211 East Clay Avenue, Roselle Park, NJ 07204, as a Member of the Community Center Committee to fill the unexpired term of Michael Peterson set to expire on December 31, 2020, pursuant to Borough Code Section 2-37.4.
 - Appointing Mariann Brenner of 141 Charlotte Terrace, Roselle Park, NJ 07204, as a Member of the Community Center Committee to fill the unexpired term of Connie Baña set to expire on December 31, 2019, pursuant to Borough Code Section 2-37.4.

WORKSHOP DISCUSSION

Items Carried from Prior Meeting(s):

- None

New Items:

- Fuel Pump Administration and Maintenance Program (Councilman DeIorio)

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

EXECUTIVE (CLOSED) SESSION

ADJOURNMENT

NEXT SCHEDULED MEETING OF THE MAYOR AND COUNCIL

WILL BE HELD ON DECEMBER 27, 2018
ORDINANCES FOR SECOND READING

ORDINANCE NO. 2556

AN ORDINANCE AMENDING CHAPTER II, ARTICLE VI, SECTION 2-55
OF THE CODE OF THE BOROUGH OF ROSELLE PARK ENTITLED,
“ADMINISTRATION, ADMINISTRATIVE POLICIES AND PROCEDURES,
PROCEDURES FOR APPROVAL OF CLAIMS”

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 VI, Section 2-55 of the Code of the Borough of Roselle Park be and hereby is amended as follows:

SECTION 1. ~~2-55 PROCEDURES FOR APPROVAL OF CLAIMS.~~
**2-55 PROCEDURES FOR PROCUREMENT AND APPROVAL OF
CLAIMS.**

~~2-55.1— Procedure for Submission of Claim.~~

~~Any person claiming payment from the Borough of Roselle Park shall first submit a detailed statement of the items or demands necessitating such claim to the responsible executive agency, specifying particularly how the bill or demand is made up, and a certification of the party claiming payment that it is correct. No bill, claim or demand shall be considered for payment unless the voucher has attached to it (or includes) a certification from a designated Borough employee having personal knowledge of the facts that the goods have been received by or the services rendered to the Borough of Roselle Park and that those services or goods are consistent with an existing contract or purchase order. The Chief Financial Officer shall have the duty to audit, warrant and make recommendations on all claims and bills.~~

~~2-55.2— Presentation of Bill to Clerk; Examination.~~

~~The bill or claim duly certified shall be presented to the Municipal Clerk for inclusion in the proceedings of the first formal meeting of the month of the Governing Body, and it shall be the duty of the Clerk to examine all bills or claims submitted for payment in order to ascertain if proper administrative procedures have been followed.~~

~~2-55.3— Approval or Rejection of Claim by Council.~~

~~Claims shall be considered by the Council, which shall approve the same, except that the Governing Body may reject any claim presented to it, stating the reason for such rejection. Any tie votes may be broken by vote of the Mayor. Any disapproved claim shall be referred back to the Municipal Clerk with such instructions as the Governing Body may give at the time of disapproval.~~

~~2-55.4— Record of Claims.~~

~~It shall be the duty of the Municipal Clerk to record all claims in the official minutes or through an appropriate claims register, indicating that the Governing Body has by formal action approved the same, with appropriate records as to any claims disapproved or rejected. All records pertaining to approved or disapproved bills or claims shall be available for public inspection.~~

~~2-55.5— Order for Disbursement.~~

~~The Chief Financial Officer shall make disbursements upon receipt of an order by Borough Council, attested by the Municipal Clerk. In the event that the Mayor vetoes the payment of any claims or bills, the Chief Financial Officer may be authorized to make payment by a vote of the Borough Council whereby at least two thirds (2/3) of all the Councilmembers vote to override such veto of any claim or bill.~~

~~2-55.6—Preparation and Signing of Checks.~~

~~After the Municipal Clerk has certified that the claims have been approved, the Clerk shall turn the same over to the Chief Financial Officer, who shall forthwith prepare the necessary checks for the payment thereof, which checks shall be signed by the Mayor and Clerk and thereafter by the Chief Financial Officer. After preparing checks for the payment of claims, the Chief Financial Officer shall record them in proper books of account and thereafter mail the checks to the claimants.~~

SECTION 2. 2-55.1 Purpose.

The purpose of the forgoing section of the Code shall be to establish and revise the general procedures used by the Borough of Roselle Park to purchase goods and services. Likewise, it is intended to establish a standard of operation for all Departments, Boards, Committees, Commissions, and entities, individually and collectively, which are subordinate to the governing body as a whole.

SECTION 3. 2-55.2 Update of Day-to-Day Policies and Best Practices.

The Qualified Purchasing Agent shall work in concert with the Chief Financial Officer and the Registered Municipal Accountant (Auditor) of the Borough of Roselle Park to establish, update, and review policies of internal control that are in the best interests of the Borough of Roselle Park consistent with all prevailing laws and the procedures set forth in this Section.

SECTION 4. 2-55.3 General Procurement Procedure.

a. For purchases less than the Quotation Threshold:

- 1. Departments and other end-user entities of the Borough of Roselle Park must submit a completed requisition with substantiating materials attached to the Qualified Purchasing Agent who shall review the same for completeness. Upon approval of the requisition, a Purchase Order shall be generated and signed by the Chief Financial Officer, Assistant Treasurer, and Qualified Purchasing Agent, and delivered to the vendor associated with the provision of goods or services outlined within the initial requisition. Upon receipt of a signed Purchase Order and original invoice from the vendor, authorized representatives of end-user entities must certify the delivery of goods and services to the Department of Finance, who shall then present the claim for payment to the governing body.**

b. For purchases equal to or greater than the Quotation Threshold, but less than the Bidding Threshold:

- 1. Departments and other end-user entities of the Borough of Roselle Park must submit a completed requisition with at least two (2) competitive quotes, in**

accordance with N.J.S.A. 40A:11-6.1.a, to the Qualified Purchasing Agent who shall review the same for completeness. Upon approval of the requisition, a Purchase Order shall be generated and signed by the Chief Financial Officer, Assistant Treasurer, and Qualified Purchasing Agent, and delivered to the vendor associated with the provision of goods or services outlined within the initial requisition. Upon receipt of a signed Purchase Order from the vendor and original invoice, authorized representatives of end-user entities must certify the delivery of goods and services to the Department of Finance, who shall then present the claim for payment to the governing body.

- c. For purchases greater than the Bidding Threshold:
1. Departments and other end-user entities shall determine the need for goods or services above the Bidding Threshold and submit technical specifications to the Qualified Purchasing Agent along with pricing estimates. This may include consultation with members of the governing body during budgeting stages, or as otherwise necessary.
 2. The Qualified Purchasing Agent shall compile and create a bidding package for consideration of prospective vendors, and shall advertise the receipt of sealed bids in accordance with N.J.S.A. 40A:11-23. Upon the receipt and opening of sealed bids, the Qualified Purchasing Agent shall make a recommendation to the governing body, in consultation with the end-user entity, for the award or rejection of bids in accordance with the provisions of the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.

Procurements considered of a “Public Works” nature, as defined by the New Jersey Local Public Contracts Law, shall be overseen and managed by the Borough Engineer, unless otherwise designated by the governing body, in consultation with the Qualified Purchasing Agent.

3. The governing body shall award all contracts in excess of the Bidding Threshold by Resolution. Upon receipt of a Resolution ordering contract award, a Purchase Order shall be generated and signed by the Chief Financial Officer, Assistant Treasurer, and Qualified Purchasing Agent, and delivered to the vendor associated with the provision of goods or services outlined within the Resolution. Upon receipt of a signed Purchase Order from the vendor and original invoice, authorized representatives of end-user entities must certify the delivery of goods and services to the Department of Finance, who shall then present the claim for payment to the governing body.

SECTION 5. 2-55.4 Payment of Claims.

- a. The Chief Financial Officer shall compile and submit a complete and certified listing of claims for payment to the governing body for their approval at Regular and Special Open Public Meetings, as necessary.
- b. Upon approval of claims by the governing body, the Chief Financial Officer shall ensure the prompt preparation of all checks for payment thereof. Checks

shall be signed by the Chief Financial Officer, Borough Clerk, and Mayor, and thereafter mailed to claimants.

SECTION 6. **2-55.5 Contract Signatories.**

- a. **Contracts with a value less than the Bidding Threshold shall be signed and formally entered into by the Qualified Purchasing Agent on behalf of the Borough of Roselle Park.**
- b. **Contracts with a value equal to or greater than the bidding threshold, and any contracts requiring formal approval by the governing body, shall be signed and formally entered into by the Mayor on behalf of the Borough of Roselle Park.**

SECTION 7. **2-55.6 Environmentally Preferable Purchasing Policy.**

- a. **It is the policy of the Borough of Roselle Park to institute practices that reduce waste by increasing procured product efficiencies and effectiveness. Products that are purchased are intended, to the extent practical, to minimize environmental impacts toxins, pollution, and hazards to worker and community health and safety. Products which include recycled content, exhibit durable and long-lasting qualities, 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, are considered to be preferable as a matter of policy.**
- b. **It is the intent of the Borough of Roselle Park to encourage increased use of environmentally preferable products and services. Policy objectives, as intended by this subsection, are as follows:**
 - 1. **Conserve Materials.**
 - 2. **Minimize environmental impacts such as pollution and use of water and energy;**
 - 3. **Eliminate or reduce toxics that create hazards to workers and the community;**
 - 4. **Support strong recycling markets;**
 - 5. **Reduce materials that are routinely land filled or disposed of;**
 - 6. **Increase the use and availability of environmentally preferable products that protect the environment;**
 - 7. **Reward manufacturers and vendors with contracts that reduce environmental impacts in their production and distribution systems or services;**
 - 8. **Collect and maintain up-to-date information regarding manufacturers, vendors and other sources for locating/ordering environmentally preferable products;**
 - 9. **Create a model for successfully purchasing environmentally preferable products that encourages other purchasers in the market to adopt similar goals.**

- c. **The Borough of Roselle Park Green Team shall assist end-user Borough of Roselle Park agencies with research, evaluation, and implementation of environmentally conscious purchasing objectives. The Green Team shall specifically focus on objectives which include the evaluation and consideration of: recycled content products, non-toxic products, energy and water efficient products, natural resource management, pollution reduction, product packaging, and environmentally considerate construction.**
 - 1. **It is recognized that new technologies are constantly emerging, many of which reveal innovative methods for attaining the objectives outlined herein. Therefore, as deemed most practical, the specifications for review and implementation of the same shall be more specifically set forth by Resolution of the governing body.**
 - 2. **As applicable, successful bidders shall certify, in writing, that the environmental attributes claimed in competitive bids are accurate.**
- d. **The priority of the Borough of Roselle Park shall be the health and safety of workers and citizens of the municipality and shall take precedence over all other policies and practices.**

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. Furthermore, 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.

SECTION 8. 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 9. Inconsistent Ordinances Repealed.

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

SECTION 10. 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 11. Effective Date.

This amendment to the Code of the Borough of Roselle Park shall become effective on January 1, 2019.

ORDINANCE NO. 2557

AN ORDINANCE AMENDING CHAPTER II, ARTICLE VI, “ADMINISTRATION, ADMINISTRATIVE POLICIES AND PROCEDURES” OF THE CODE OF THE BOROUGH OF ROSELLE PARK, INSERTING SECTION 2-63 TO BE ENTITLED, “HIRING OF BOROUGH EMPLOYEES”

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 VI of the Code of the Borough of Roselle Park be and hereby is amended as follows:

SECTION 1. ~~RESERVED.~~
2-63 HIRING OF BOROUGH EMPLOYEES.

SECTION 2. **2-63.1 Purpose.**

The purpose of the forgoing section of the Code shall be to establish the general processes and procedures followed by the governing body and Department Heads when hiring employees of the Borough of Roselle Park.

SECTION 3. **2-63.2 Hiring Authority.**

All employees of the Borough of Roselle Park shall be formally hired by Resolution of the governing body of the Borough of Roselle Park in accordance with the provisions of N.J.S.A. 40A:60-1 et seq.

SECTION 4. **2-63.3 Interview and Vetting of Employees.**

- a. Prospective employees of the Borough of Roselle Park who are subject to appointment as a Department Head shall be solicited, interviewed and otherwise vetted by the governing body, or any committee thereof, in a manner considered to be the most advantageous to the Borough of Roselle Park.
- b. Prospective employees of the Borough of Roselle Park who are subject to appointment as staff-level personnel, or otherwise not a Department Head, shall be solicited, interviewed and otherwise vetted by the head of the department within which the individual may be appointed. Each Department Head shall be required to provide a written recommendation of all prospective hires, along with supporting documentation,

to the governing body for their review prior to the final consideration of any appointment.

1. Members of the governing body shall have no direct involvement in the vetting of staff-level employees, including the interview of prospective employees. Nothing in this Section shall be construed so as to preclude the governing body from consulting with Department Heads to discuss recommendations, including matters of budget, organization, efficiency and operation.

SECTION 5. 2-63.4 Limitations on Professional References.

The Borough of Roselle Park shall not accept sitting members of the governing body, Department Heads, or other Borough employees as professional references for employment. Applications which contain any of the aforementioned individuals as references will not be considered.

SECTION 6. Invalidity.

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 7. Inconsistent Ordinances Repealed.

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

SECTION 8. 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 9. Effective Date.

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

ORDINANCE NO. 2558

AN ORDINANCE AMENDING CHAPTER II, ARTICLE IV, “ADMINISTRATION, BOARDS, COMMITTEES AND COMMISSIONS” OF THE CODE OF THE BOROUGH OF ROSELLE PARK, INSERTING SECTION 2-42 TO BE ENTITLED, “ROSELLE PARK GREEN TEAM”

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 IV of the Code of the Borough of Roselle Park be and hereby is amended as follows:

SECTION 1. ~~RESERVED.~~
2-42 ROSELLE PARK GREEN TEAM.

SECTION 2. 2-42.1 Roselle Park Green Team Created.

There is hereby established within the Borough of Roselle Park the Roselle Park Green Team in accordance with the policies and requirements of the Sustainable Jersey certification program. The forgoing shall be intended to act in accordance with and otherwise supersede that which is set forth in Borough of Roselle Park Resolution 108-18.

SECTION 3. 2-42.2 Purpose: Mission, Goals and Objectives.

- a. **The mission of the Roselle Park Green Team shall be to advise and recommend methods for improving municipal operations with environmentally friendly initiatives which are economically and environmentally sounds through research and evaluation.**
- b. **The goals of the Roselle Park Green Team shall be to submit reports and recommendations to the governing body which include:**
 1. **Initiatives involving the Borough of Roselle Park that keep with the Sustainable Jersey program.**
 2. **Plans, programs, and educational opportunities that support the creation of a sustainable community.**
 3. **Suggested best practices for more environmentally conscious municipal operations.**

- c. **The objectives of the Roselle Park Green team shall include:**
1. **Collaborating with Borough employees, service providers, and other governmental agencies to share resource information and ideas consistent with its mission.**
 2. **Encouraging participation of all community stakeholders to solicit ideas on green initiatives.**
 3. **Researching and analyzing green initiatives which are environmentally and financially practical.**

SECTION 4. 2-42.3 Composition.

- d. **The Roselle Park Green Team shall consist of not more than forty (40) members, who shall be residents or employees of the Borough of Roselle Park, appointed by the Mayor and confirmed by the Borough Council for the following terms:**
1. **All forty (40) members shall be appointed for an initial term expiring on December 31, 2019.**
 2. **Upon the completion of the initial term, all members shall be appointed for a term of two (2) years, expiring on December 31st of each second year after December 31, 2019.**
- e. **Any vacancy on the Roselle Park Green Team which occurs during the unexpired term shall be filled by appointment as outlined herein for the unexpired term only.**
- f. **The Chairperson of the Roselle Park Green Team shall be the Clean Communities Coordinator who shall also serve as a member of the Green Team for the same term as all other members. Such individual shall also serve as the Borough of Roselle Park's agent for Sustainable Jersey Municipal Certification.**
- g. **The governing body may remove any members of the Roselle Park Green Team for cause, on written charges served upon the member and after a hearing therein at which the member shall be entitled to be heard in person or by counsel. Reasoning for a removal for cause may include, but shall not be limited to, a continued absence of a member for five (5) consecutive meetings (regular or special meetings) of the Roselle Park Green team without good cause shown.**
- h. **The Roselle Park Borough Council shall appoint one of its members to be a liaison to the Roselle Park Green Team for a term of one (1) year, which expires on December 31st of that year.**

SECTION 5. Invalidity.

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 6. Inconsistent Ordinances Repealed.

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

SECTION 7. 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 8. Effective Date.

This amendment to the Code of the Borough of Roselle Park shall become effective upon publication in accordance with the law. All appointments made to the Roselle Park Green Team in accordance with Roselle Park Resolution 108-18, prior to the effective date of this Ordinance, shall be considered valid and in full effect until December 31, 2019.

ORDINANCE NO. 2559

AN ORDINANCE PROVIDING FUNDING FOR ACQUISITION OF
RECREATIONAL EQUIPMENT, BIKE PATH IMPROVEMENTS,
BANDSTAND AND TREES FOR THE BOROUGH OF ROSELLE PARK,
IN THE COUNTY OF UNION, NEW JERSEY, APPROPRIATING \$160,000.00
FOR SUCH PURPOSE

BE IT ORDAINED by the Mayor and Council of the Borough of Roselle Park, in the County of Union, and State of New Jersey, as follows:

SECTION 1. The Borough of Roselle Park, in the County of Union, New Jersey, authorizes the acquisition of recreational equipment, bike path improvements, bandstand and trees for the Borough of Roselle Park to be funded from the sources specified in Section 2 of the Ordinance.

SECTION 2. The amount of \$160,000.00 is hereby appropriated for the purposes stated in Section 1 of this Ordinance and which amount was funded from a grant from the Union County Kids Recreation Trust Fund Grant in the amount of \$35,000.00, another grant from Union County Greening Union County in the amount of \$5,000.00 and from Capital Surplus in the amount of \$120,000.00.

SECTION 3. In connection with the purpose and the amount authorized in Sections 1 and 2 hereof, the Borough determines the purpose described in Section 1 hereof is not a Current Expense and is an improvement which the Borough of Roselle Park may lawfully make as a general improvement.

SECTION 4. All Ordinances or parts of Ordinances, to the extent that they are inconsistent herewith, are hereby repealed.

SECTION 5. This Ordinance shall become effective upon passage and publication in accordance with the law.

ORDINANCES FOR INTRODUCTION

(NONE)

RESOLUTIONS

RESOLUTION NO. 347-18

WHEREAS, the Municipal Land Use Board (hereinafter, “Land Use Board”) of the Borough of Roselle Park (hereinafter, “Borough”) held a Regular Meeting on Monday, November 5, 2018 where the West Webster Avenue Area 1 Redevelopment Plan (the “Plan”), encompassing Block 506, Lots 2, 3, 4 and 5 of the tax map of the Borough, dated October 2018 was reviewed as referred by the Mayor and Council (hereinafter, “Governing Body”) in Resolution 308-18; and,

WHEREAS, the Land Use Board of the Borough adopted Resolution 2018-009, formalizing its recommendations in accordance with N.J.S.A. 40A:12A-7(e) to the Governing Body regarding the Plan; and,

WHEREAS, the Governing Body wishes to incorporate certain recommendations of the Land Use Board into the Plan as referenced in Resolution 2018-009.

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 Plan dated October 2018, referred in Resolution 308-18, be amended to effectuate and incorporate the following recommendation of the Land Use Board of the Borough:

Land Use Board Resolution: 2018-009

Recommendation No.: 2 of 4

Recommendation: “The Plan should provide more clarity as to who maintains the lighting at the premises forth [sic] in the plan.”

RESOLUTION NO. 348-18

WHEREAS, the Municipal Land Use Board (hereinafter, “Land Use Board”) of the Borough of Roselle Park (hereinafter, “Borough”) held a Regular Meeting on Monday, November 5, 2018 where the West Webster Avenue Area 1 Redevelopment Plan (the “Plan”), encompassing Block 506, Lots 2, 3, 4 and 5 of the tax map of the Borough, dated October 2018 was reviewed as referred by the Mayor and Council (hereinafter, “Governing Body”) in Resolution 308-18; and,

WHEREAS, the Land Use Board of the Borough adopted Resolution 2018-009, formalizing its recommendations in accordance with N.J.S.A. 40A:12A-7(e) to the Governing Body regarding the Plan; and,

WHEREAS, the Governing Body wishes to incorporate certain recommendations of the Land Use Board into the Plan as referenced in Resolution 2018-009.

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 Plan dated October 2018, referred in Resolution 308-18, be amended to effectuate and incorporate the following recommendation of the Land Use Board of the Borough:

Land Use Board Resolution: 2018-009

Recommendation No.: 3 of 4

Recommendation: “The Plan should (if appropriate) add language addressing affordable housing.”

RESOLUTION NO. 349-18

WHEREAS, the Municipal Land Use Board (hereinafter, “Land Use Board”) of the Borough of Roselle Park (hereinafter, “Borough”) held a Regular Meeting on Monday, November 5, 2018 where the West Webster Avenue Area 1 Redevelopment Plan (the “Plan”), encompassing Block 506, Lots 2, 3, 4 and 5 of the tax map of the Borough, dated October 2018 was reviewed as referred by the Mayor and Council (hereinafter, “Governing Body”) in Resolution 308-18; and,

WHEREAS, the Land Use Board of the Borough adopted Resolution 2018-009, formalizing its recommendations in accordance with N.J.S.A. 40A:12A-7(e) to the Governing Body regarding the Plan; and,

WHEREAS, the Governing Body wishes to incorporate certain recommendations of the Land Use Board into the Plan as referenced in Resolution 2018-009.

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 Plan dated October 2018, referred in Resolution 308-18, be amended to effectuate and incorporate the following recommendation of the Land Use Board of the Borough:

Land Use Board Resolution: 2018-009

Recommendation No.: 4 of 4

Recommendation: “The Plan seems to use Shall, should and strongly encourages interchangeably or otherwise haphazardly. This Board would like the Borough to review same and ensure that the usage is deliberate.”

RESOLUTION NO. 350-18

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 Saul Qersdyn from the Diversity Committee effective December 20, 2018.

RESOLUTION NO. 351-18

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 Jerry Vitale as Alternate No. 2 of the Municipal Land Use Board effective December 11, 2018.

RESOLUTION NO. 352-18

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 Charles B. Gosling as Fire Subcode Official and UCC Fire Inspector of the Borough of Roselle Park effective December 31, 2018.

RESOLUTION NO. 353-18

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 Ronald Vallone from the position of Alternate Crossing Guard effective immediately.

RESOLUTION NO. 354-18

BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey hereby promote Patrolman Robert Harms to the rank of Sergeant in the Roselle Park Police Department, effective February 1, 2019, at the annual salary of \$113,020.39.

RESOLUTION NO. 355-18

BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that Brian Matthews of 403 Bender Avenue, Roselle Park, New Jersey 07204 be and is hereby appointed to the position of Probationary Patrolman (0-6 months academy) in the Roselle Park Police Department, at an annual salary of \$46,826.18 effective January 2, 2019 for a twelve (12) month period ending January 2, 2020.

RESOLUTION NO. 356-18

BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that Joshua E. Valente of 7 West Colfax Avenue, Roselle Park, New Jersey 07204 be and is hereby appointed to the position of Probationary Patrolman (0-6 months academy) in the Roselle Park Police Department, at an annual salary of \$46,826.18 effective January 2, 2019 for a twelve (12) month period ending January 2, 2020.

RESOLUTION NO. 357-18

WHEREAS the New Jersey Department of Transportation (NJDOT) has requested that the Mayor and Council of the Borough of Roselle Park adopt a resolution of support for the proposed NJDOT Route 28, Grove Street to Highland Avenue improvement project; and,

WHEREAS the NJDOT Route 28, Grove Street to Highland Avenue improvement project primarily consists of roadway resurfacing, installation of new signal equipment, upgrades to existing signal equipment, installation of new utility poles, installation of ADA compliant curb ramps at side roads, designation of an exclusive westbound left-turn only lane approaching

Walnut Street, replacement of sidewalk and curbing in select areas, and the incorporation of the full replacement of the Gordon Street intersection as conducted by Union County.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey hereby expresses its support of the New Jersey Department of Transportation's Route 28, Grove Street to Highland Avenue improvement project; and,

BE IT FURTHER RESOLVED that a copy of this Resolution shall be forwarded to the New Jersey Department of Transportation.

RESOLUTION NO. 358-18

WHEREAS, the Governor's Council on Alcoholism and Drug Abuse established the Municipal Alliances for the Prevention of Alcoholism and Drug Abuse in 1989 to educate and engage residents, local government and law enforcement officials, schools, non-profit organizations, the faith community, parents, youth and other allies in efforts to prevent alcoholism and drug abuse in communities throughout New Jersey; and,

WHEREAS, the Borough Council of the Borough of Roselle Park, County of Union, State of New Jersey recognizes that the abuse of alcohol and drugs is a serious problem in our society amongst persons of all ages; and therefore has an established Municipal Alliance Committee; and,

WHEREAS, the Borough of Roselle Park Council further recognizes that it is incumbent upon not only public officials but upon the entire community to take action to prevent such abuses in our community; and,

WHEREAS, the Borough of Roselle Park Council has applied for funding to the Governor's Council on Alcoholism and Drug Abuse through the County of Union.

NOW, THEREFORE, BE IT RESOLVED by the Borough of Roselle Park, County of Union, State of New Jersey hereby recognizes the following:

1. The Borough of Roselle Park Council does hereby authorize submission of a strategic plan for the Borough of Roselle Park Municipal Alliance Grant for fiscal year July 1, 2019 to June 30, 2020 in the amount of:

DEDR	\$18,582.00
Cash Match	\$4,645.00
In-Kind	\$13,937.00
2. The Borough of Roselle Park Council acknowledges the terms and conditions for administering the Municipal Alliance Grant, including the administrative compliance and audit requirements.

RESOLUTION NO. 359-18

BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that Frank J. Genova of 17 Bluff Street, Cranford, New Jersey 07016 be and is hereby appointed to the positions of Fire Subcode Official and UCC Fire Inspector for a four (4) year term pursuant to N.J.S.A. 52:27D-126.8.b. effective January 1, 2019 at a salary of \$12,000.00 per annum.

RESOLUTION NO. 360-18

WHEREAS, Cross River Fiber LLC ("Cross River Fiber"), seeks to place its telecommunication facilities aerially on existing utility poles or in an underground conduit in the Public Rights-of-Way within the Borough of Roselle Park for the purpose of owning, constructing, installing, operating, repairing and maintaining a telecommunications system; and,

WHEREAS, Cross River Fiber was approved by the New Jersey Board of Public Utilities to provide local exchange and interexchange telecommunications services throughout the State; and,

WHEREAS, N.J.S.A. 48:3-19 requires Cross River Fiber to obtain the consent of the Borough of Roselle Park for the joint use of any existing utility poles; and,

WHEREAS, N.J.S.A. 54:30A-124(a) provides that a municipality may not impose any fees, taxes, levies or assessments in the nature of a local franchise, right of way, or gross receipts fee, tax, levy or assessment against telecommunications companies but that a municipality may impose reasonable fees for actual services made by any municipal, regional or county governmental agency; and,

WHEREAS, it is in the best interests of the Borough of Roselle Park and its citizens to grant consent to Cross River Fiber; and,

WHEREAS, the consent granted is for the non-exclusive use of the Public Rights-of-Ways for the purpose of owning, constructing, installing, operating, repairing and maintaining a telecommunications system subject to the terms and conditions of a Rights-of-Way Use Agreement with Cross River Fiber, which shall be attached to the forgoing Resolution as "Exhibit A."

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey, hereby authorize and grant Cross River Fiber non-exclusive use of the Public Rights-of-Ways for the purpose of owning, constructing, installing, operating, repairing and maintaining a telecommunications system; and,

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are hereby authorized to execute any and all documents to effectuate this Resolution.

EXHIBIT A

RIGHTS-OF-WAY USE AGREEMENT

THIS RIGHTS-OF-WAY USE AGREEMENT ("Use Agreement") is dated December 20, 2018 (the "Effective Date"), and entered into by and between the Borough of Roselle Park ("Borough"), a New Jersey Borough corporation, having its address at 110 East Westfield Avenue, Roselle Park, New Jersey 07204, and Cross River Fiber LLC ("Cross River Fiber") with offices located at 461 Headquarters Plaza, Morristown, New Jersey 07960.

RECITALS

WHEREAS, Cross River Fiber was approved by the New Jersey Board of Public Utilities

to provide local exchange and interexchange telecommunications services throughout the State of New Jersey by Order of Approval in Docket No. TE11050320 on July 14, 2011, Docket No. TE12040297 on June 18, 2012 and Docket No. TM14080906 and intends to provide telecommunication services in accordance with that Order and the rules and regulations of the Federal Communications Commission and the New Jersey Board of Public Utilities; and,

WHEREAS, Pursuant to such authority granted by the New Jersey Board of Public Utilities, Cross River Fiber may locate, place, attach, install, operate and maintain facilities within Public Rights-of-Way for purposes of providing telecommunications services; and,

WHEREAS, Cross River Fiber proposes to place its telecommunication facilities aerially on existing utility poles or in underground conduit in the Public Rights-of-Way within the Borough for the purpose of owning, constructing, installing, operating, repairing and maintaining a telecommunications system; and,

WHEREAS, it is in the best interests of the Borough and its citizenry for the Borough to grant consent to Cross River Fiber to occupy said Public Rights-of-Way within the Borough for this purpose; and,

WHEREAS, the consent granted herein is for the non-exclusive use of the Public Rights-of-Way within the Borough for the purpose of owning, constructing, installing, operating, and maintaining a telecommunications system.

NOW THEREFORE, in consideration of the mutual covenants and obligations hereinafter set forth, the Borough and Cross River Fiber hereby agree to and with each other as follows:

Section 1. Definitions

- a. "BPU" is the New Jersey Board of Public Utilities.*

- b. *“Cross River Fiber” is the grantee of rights under this Use Agreement and is known as Cross River Fiber, their successors and assigns.*
- c. *"Borough" is the grantor of rights under this Use Agreement and is known as the Borough of Roselle Park, State of New Jersey.*
- d. *"Public Utility" means any public utility defined in N.J.S.A. 48:2-13.*
- e. *“Public Rights-of-Way” means the space in, upon, above, along, across,, over, and through any public land, road, street or highway of the Borough, including lands with public utility facilities as the same now or hereafter may exist, that are under the jurisdiction of the Borough. This term shall not include Borough, state, or federal rights-of-way or any property owned by any person or agency other than the Borough, except as provided by applicable Laws or pursuant to an agreement between the Borough and any such person or agency.*
- f. *"Utility Pole" means, in addition to its commonly accepted meaning, any wires or cable connected thereto and any replacement thereof which are similar in construction and use.*

Section 2. Grant of Consent.

The Borough hereby grants Cross River Fiber its Borough consent for the non-exclusive use of the Public Rights-of-Way within the Borough for the purpose of owning, constructing, installing, operating, and maintaining a telecommunications system.

Section 3. Public Purpose.

It is deemed to be in the best interests of the Borough and its citizenry, particularly including commercial and industrial citizens, for the Borough to grant consent to Cross River Fiber to occupy said Public Rights-of-Way within the Borough for this purpose.

Section 4. Scope of Use Agreement.

Any and all rights expressly granted to Cross River Fiber under this Use Agreement, which shall be exercised at Cross River Fiber’s sole cost and expense, shall be subject to the prior and continuing right of the Borough under applicable laws to use any and all parts of the

Public Rights-of-Way exclusively or concurrently with any other person or persons, and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect such Public Rights-of-Way. Nothing in this Use Agreement shall be deemed to grant, convey, create or vest in Cross River Fiber a real property interest in land, including any fee, leasehold interest, easement, or any other form of interest or ownership.

The Borough hereby authorizes and permits Cross River Fiber to enter upon the Public Rights-of-Way and to attach, install, operate, maintain, remove, reattach, reinstall, relocate and replace its telecommunications facilities, in or on Utility Poles or other structures owned by public utility companies, or others, or to be constructed by Cross River Fiber located within the Public Rights-of-Way as may be permitted by the property owner, as the case may be.

Section 5. Compliance with Ordinance

Cross River Fiber shall comply with all applicable existing Ordinances of the Borough as may be amended from time to time and with all future ordinances as may be enacted to the extent such Ordinances are consistent with state and federal law.

Section 6. Duration of Consent

The non-exclusive Borough consent granted herein shall expire fifty (50) years from the Effective Date of this Use Agreement.

Section 7. Indemnification

Cross River Fiber, its successors, assigns, sub-contractors, agents, servants, officers, employees, designees, guests and invitees, hereby indemnify, defend and hold harmless the Borough, its successors and assigns, elected officials, officers, employees, servants, contractors, designees and invitees from and against any and all personal injury and property damage

claims, demands, suits, actions at law or equity or otherwise, judgments, arbitration determinations, damages, liabilities, decrees of any person(s) or entities claiming to be or being harmed as a result of Cross River Fiber actions under this Use Agreement and costs in connection therewith. This indemnification shall specifically include, but not be limited to, any and all costs, reasonable attorneys fees, court costs and any other expenses that may be incurred by the Borough in connection with any and all claims, demands, suits, actions at law or equity or otherwise and/or arbitration proceedings which may arise in connection with Cross River Fiber activities pursuant to the rights granted in this Use Agreement.

Section 8. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES.

ALL DAMAGES ARISING FROM ANY CLAIM OR CAUSE OF ACTION SHALL BE LIMITED TO PROVEN DIRECT DAMAGES.

Section 9: Notices

All notices or other correspondence required or permitted to be given in connection with this Use Agreement shall be in writing and delivered personally, by telecopy, by overnight carrier service or by registered or certified mail to the parties at the following addresses:

*To Cross River Fiber at: Cross River Fiber LLC
 461 Headquarters Plaza
 Morristown, New Jersey 07960
 Attn: Robert Sokota, Chief Administrative Officer and
 General Counsel*

*To the Borough at: The Borough of Roselle Park
 110 East Westfield Avenue
 Roselle Park, New Jersey 07204
 Attn: Andrew J. Casais, RMC, Borough Clerk*

Section 10. Liability Insurance

Cross River Fiber shall at all times maintain a comprehensive liability insurance policy

with a single amount of at least One Million Dollars (\$1,000,000.00) covering liability for any death, personal injury, property damage or other liability arising out of the construction and operation contemplated herein, and an excess liability policy (or "umbrella") policy amount in the amount of Five Million Dollars (\$5,000,000.00).

Prior to the commencement of any work pursuant to this Use Agreement, Cross River Fiber shall file with the Borough Certificates of Insurance with endorsements evidencing the coverage provided by said liability and excess liability policies.

The Borough shall notify Cross River Fiber within fifteen (15) days after the presentation of any claim or demand to the Borough, either by suit or otherwise, made against the Borough on account of any of Cross River Fiber or its sub-contractors, agents, employees, officers, servants, designees, guests and invitees, activities pursuant to the rights granted in this Use Agreement.

Section 11. Assignment.

Cross River Fiber may not assign this Use Agreement without the written consent of the Borough, which consent shall not be unreasonably withheld or delayed, except that Cross River Fiber shall have the right, upon notice to the Borough, to assign this Use Agreement without the Borough's consent if such assignment is approved by the BPU.

Section 12. Successors and Assigns.

The terms and conditions herein contained shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

Section 13. Governing Law.

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New Jersey.

Section 14. Incorporation of Prior Agreements.

This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof, and no prior other written or oral agreement or undertaking pertaining to any such matter shall be effective for any purpose.

Section 15. Modification of Agreement.

This Agreement may not be amended or modified, nor may any obligation hereunder be waived orally, and no such amendment, modification or waiver shall be effective for any purpose unless it is in writing and signed by the party against whom enforcement thereof is sought.

Section 16. Invalidity.

If any provision hereof shall be declared invalid by any court or in any administrative proceedings, then the provisions of this Agreement shall be construed in such manner so as to preserve the validity hereof and the substance of the transaction herein contemplated to the extent possible. The headings are provided for purposes of convenience of reference only and are not intended to limit, define the scope of or aid in interpretation of any of the provisions hereof.

Section 17. Counterparts.

This Agreement may be executed and delivered in several counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes.

RESOLUTION NO. 361-18

BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that Assistant Superintendent of Public Works Robert Krahnert be and is hereby promoted to the position of Superintendent of Public Works of the Borough of Roselle Park at a prorated salary of \$85,000.00 per annum, effective December 24, 2018 and continuing for the balance of year 2018 and the whole of year 2019, for a three (3) year term expiring December 23, 2021; and,

BE IT FURTHER RESOLVED that the forgoing term of appointment is conditioned upon Robert Krahnert's attaining certification as a Certified Public Works Manager (CPWM) no later than one (1) year from the effective date of the forgoing appointment, December 24, 2019; and,

BE IT FURTHER RESOLVED that upon attaining CPWM certification, Robert Krahnert's annual salary shall be increased \$5,000.00; and,

BE IT FURTHER RESOLVED that Robert Krahnert shall serve as Interim Principal Public Works Manager of the Borough of Roselle Park pursuant to N.J.S.A. 40A:9-154.6g.7c. for all time under the scope of the forgoing appointment when he is does not hold CPWM certification; and,

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are authorized to sign the attached employment agreement on behalf of the Borough effectuating the terms of Robert Krahnert's employment as Superintendent of Public Works.

*EMPLOYMENT AGREEMENT
SUPERINTENDENT OF PUBLIC WORKS*

This is an Agreement between the Borough of Roselle Park (the "Borough") with offices located at 110 East Westfield Avenue, Roselle Park, New Jersey 07204 and Robert Krahnert, who resides at, 337 Minute Arms Road, Union, New Jersey 07083.

WHEREAS, on, December 20, 2018 the Borough's Governing Body appointed Robert Krahnert to the position of Superintendent of Public Works effective December 24, 2018 for a three (3) year term expiring December 23, 2021 conditioned upon Robert Krahnert's attaining certification as a Certified Public Works Manager (CPWM) no later than December 24, 2019; and,

WHEREAS, the Borough of Roselle Park and Robert Krahnert, desire to set forth all of the terms and conditions of Robert Krahnert's employment as the Borough's Superintendent of Public Works.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Borough of Roselle Park and Robert Krahnert agree as follows:

- 1. Reporting Structure. Robert Krahnert shall report directly to the Mayor and Council of the Borough of Roselle Park.*
- 2. Responsibilities. Robert Krahnert will perform all of the duties and responsibilities of the Superintendent of Public Works as set forth in Roselle Park Borough Code, §2-29 et seq. which are incorporated into this Agreement by reference. Upon attaining certification as a Certified Public Works Manager (CPWM), Robert Krahnert shall also be designated the Principal Public Works Manager as more specifically defined in N.J.S.A. 40A:9-154.6a.*
- 3. Working Hours. Robert Krahnert will work the hours needed to fulfill all of the duties and responsibilities of the position in a timely and efficient manner. Under normal circumstances, Robert Krahnert's regular work schedule will be 7:00 a.m. to 3:30 p.m., Monday through Friday. Robert Krahnert will be available at other times as needed and understands that the fulfillment of his responsibilities will require working outside of the regular work schedule. Robert Krahnert further understands that meetings, such as budget discussions and council meetings, will generally occur in the evening. It is understood and agreed that the Borough will not provide Robert Krahnert with additional compensation for attendance at these meetings or for work performed outside of the regular work schedule.*
- 4. Annual Salary. The Borough agrees to pay an annual base salary of Eighty-Five Thousand Dollars (\$85,000.00) on a pro-rated basis for years 2018 and 2019, and to provide adjustments in future years in accordance with those provided in the prevailing contract between the Borough of Roselle Park and the Clerical Bargaining Unit of the Borough of Roselle Park. Upon attaining certification as a Certified Public Works Manager, Robert Krahnert's annual salary will be increased five-thousand dollars (\$5,000.00).*
- 5. No Eligibility for Overtime Robert Krahnert is not eligible for overtime compensation or compensatory time. However, with permission from Mayor and Council, Robert Krahnert may be permitted to utilize excessive work hours as a means of time off.*

6. *Borough Policies.* Robert Krahnert understands and agrees that he will follow all Borough policies, procedures, rules and regulations concerning employee conduct in the workplace. These policies, procedures, rules and regulations are incorporated by reference into this Agreement.
7. *Insurance/Pension.* The Borough shall provide health insurance, hospitalization, dental, prescription and life insurance coverage consistent with all other management/non-union employees hired after January 1, 1999 and commencing consistent with the terms of said coverage. Robert Krahnert will be responsible for contributing the same percentage as the Clerical Bargaining Unit toward the cost of health insurance coverage. Employee will have pension coverage under the New Jersey Public Employee Retirement System ("PERS").
8. *Notification of Absence.* Robert Krahnert will provide the Mayor and Council with as much advance notice as possible of all absences, but in no event less than three (3) working days; except in cases of emergency or where advance notice is not practicable, at which time Robert Krahnert will provide notice of his absence as soon as practicable.
9. *Benefits.* Effective January 1, 2019 Robert Krahnert shall receive twenty (20) days per year of vacation time. He will also receive fifteen (15) holidays, three (3) personal time days and fifteen (15) sick leave days. Robert Krahnert shall also receive a clothing allowance of six-hundred dollars (\$600.00) per year. Upon mutual agreement of the parties, Robert Krahnert may receive additional benefits deemed appropriate for someone at his level, with his years of experience, and his proven dedication to the Borough.
10. *Accumulated Sick Time.* Robert Krahnert shall be entitled to sell back his accumulated sick leave at the rate of one (1) day for every three (3) accumulated sick days up to a maximum of \$15,000.00 in retirement.
11. *Retirement.* Upon Robert Krahnert attaining fifteen (15) years of service with the Borough and having reached the age of sixty-five (65), he will be entitled to receive Borough paid major medical insurance and prescription program insurance, unless Robert Krahnert is receiving similar benefits from another employer, a former employer or another source on a non-contribution basis. Robert Krahnert will be responsible to contribute pursuant to State law.
12. *Worker's Compensation.* The Borough will provide Robert Krahnert with worker's compensation insurance in accordance with established State regulations.
13. *Seminars, Conferences and Training.* The Borough will permit Robert Krahnert to use a reasonable amount of time to attend seminars, conferences and training programs; including those required to maintain his Certified Public Works Manager (CPWM) license as applicable. Robert Krahnert may also participate in professional

associations. The Borough will underwrite or reimburse the costs for dues, housing, and registration expenses for such seminars, conferences, training programs, and associations except in the following instances:

- a. In the case of out-of-state seminars or conferences, the Borough will underwrite or reimburse the costs for registration expenses for such seminars, conferences, and training programs, but will not pay for travel or housing; such costs shall be borne and paid for by Robert Krahnert.*
- 14. Resignation. Robert Krahnert will provide a minimum of thirty (30) days advance written notice of his intent to resign. If mutually acceptable, the Borough and Robert Krahnert may agree to reduce the length of notice at the time it is given. Failure to provide a minimum of thirty (30) days advance notice will constitute a resignation not in good standing.*
- 15. Termination. Except as otherwise provided in this Agreement, Robert Krahnert employment shall terminate the earliest to occur of the dates specified below:*
- a. At the close of Borough business on December 24, 2019 in the event Robert Krahnert's fails to attain certification as a Certified Public Works Manager (CPWM) by that date.*
 - b. The close of business on an early resignation date mutually agreed to in writing by the Borough and Robert Krahnert.*
 - c. The close of business on the thirtieth (30th) day following Robert Krahnert having provided written notification of his intent to voluntarily resign.*
 - d. The close of business on the day on which the Borough shall have delivered to Robert Krahnert a written notice of the Borough's decision to terminate his employment for "Cause", which is defined as:*
 - i. Gross negligence by Robert Krahnert with regard to the Borough where it results in material detriment to the Borough;*
 - ii. Substantial and continuing refusal or failure by Robert Krahnert to perform the duties required of him, other than any such failure to perform resulting from incapacity due to physical or mental illness;*
 - iii. Robert Krahnert being convicted of a felony or pleading nolo contendere to a felony;*

With regard to paragraphs (i) and (ii) herein, Robert Krahnert shall be given no less than thirty (30) days written notice to cure any defect, wrongdoing, or item which the Borough has considered "cause" to terminate his employment prior to the Borough's final determination on his termination. If such final determination

is made, the Borough shall provide thirty (30) days written notice of the final date of employment; except that less than thirty (30) days written notice may be provided in a case where it is determined, at the Borough's sole discretion, that such further employment may adversely affect the operations of the Borough.

- e. The close of business on the day on which the Borough shall have delivered to Robert Krahnert a written notice of the Borough's election to terminate his employment because of disability, where no reasonable accommodation was possible. Disability shall be defined as Robert Krahnert's inability to substantially perform his material duties for an aggregate of one hundred and twenty (120) days in any six (6) month period. Should Robert Krahnert wish to challenge the termination based on disability, he must present a doctor's note indicating his ability to perform the essential functions of the job with or without a reasonable accommodation from the Borough. The Borough will then have the right to send Robert Krahnert for a second opinion to a doctor of its choosing, at Borough expense. Should the Borough's doctor disagree with Robert Krahnert's doctor, then the Borough may select a third doctor, with no affiliation to the Borough, at the Borough's expense. The opinion of this third doctor will be controlling.*
- 16. Performance Evaluation. Robert Krahnert agrees to take part in an ongoing performance evaluation process where formalized evaluations take place no less than once per year. Such evaluations shall be conducted by the Mayor and Council as whole, and shall be performed in a manner pursuant to formal and generalized policies promulgated by them in consult with labor counsel.*
- 17. Residency. The Borough shall not require Robert Krahnert to become a resident of the Borough at any time during his employment as Superintendent of Public Works.*
- 18. Defense. The Borough shall defend, hold harmless and indemnify Robert Krahnert against any tort, professional liability claim, demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his duties, including any action which might commence or continue after his retirement, resignation or termination. The Borough shall not defend, hold harmless or indemnify Robert Krahnert where he was acting outside the scope of his responsibilities or engaged in willful or gross misconduct.*
- 19. Entire Agreement. This Agreement sets forth the entire agreement between the parties, fully supersedes any and all prior agreements or understandings between the parties, and many not be modified orally. Either party may seek to terminate or amend this Agreement. All amendments to this Agreement must be in writing signed by the Borough, through its Governing Body, and Robert Krahnert.*
- 20. Severability. Should any provision of this Agreement be declared or determined by the court to be illegal or invalid, the validity of the remaining parts, terms or*

provisions shall not be affected and the illegal or invalid part, term or provision shall be revised by the court in order that it should be considered legal.

21. *Arbitration Disputes. The Borough and Robert Krahnert agree that any dispute that may develop under this Agreement shall be resolved through binding arbitration in accordance with the rules of the New Jersey Public Employment Relations Commission. Each party shall be responsible for its own attorney's fees and the costs of the arbitration will be evenly split between the parties. Judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction.*
22. *Outside Employment. Outside employment must be secondary to Borough work. However, Robert Krahnert is allowed to have outside employment as long as the schedule of such employment does not conflict with Borough business or create a conflict or appearance of impropriety for the Borough. Robert Krahnert must obtain the written approval of the Mayor before accepting any outside employment.*
23. *Confidential Information. "Confidential Information" is technical or business information of the Borough discovered, invented, authored or acquired by Robert Krahnert during his employment with the Borough and not generally known to the public. Robert Krahnert recognizes and acknowledges that Confidential Information, which Robert Krahnert will become knowledgeable of as an employee of the Borough, are valuable, special and unique aspects of the Borough. Accordingly, during Robert Krahnert's employment and for an unlimited period following the termination of his employment with the Borough, whether termination is voluntary or involuntary, and regardless of the reason, Robert Krahnert shall not, without the express written consent of the Borough, directly or indirectly, by Robert Krahnert or through any other person, firm, partnership, corporation, entity or enterprise, disclose or use in any manner, or allow to be disclosed or used in any manner the Borough's Confidential Information.*
24. *Borough Property. All originals and photocopies or any other form of reports, memoranda, manuals, agreements, books, computer records and printouts, customer lists, sales records, and any other material and/or equipment furnished to and/or maintained by Robert Krahnert in connection with his employment with the Borough shall remain the property of the Borough and shall be returned to the Borough: (1) upon demand; or, (2) immediately upon termination of employment. In the case of the latter, the Borough reserves the right to withhold Robert Krahnert's final paycheck until such a time as all Borough property is returned.*
25. *Governing Law. This Agreement shall be governed by and construed under the laws of the State of New Jersey applicable to agreements made to be performed therein. The courts of the State of New Jersey, Union County, shall have exclusive jurisdiction.*

26. *Incorporation by Reference. This Agreement incorporates by reference relevant Borough Codes. In the event of a conflict between this Agreement and Borough Codes, this Agreement will control.*
27. *Survival of Obligations. The obligations in this Agreement shall continue after termination of Robert Krahnert's employment, regardless of the reason for termination.*

RESOLUTION NO. 362-18

BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that all individuals serving in an appointed position expiring on December 31, 2018 shall continue to serve in said capacity until the 2019 Reorganization Meeting of the governing body

RESOLUTION NO. 363-18

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 Michael Peterson from the Environmental Commission effective December 14, 2018.

RESOLUTION NO. 364-18

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 Michael Peterson from the Community Center Committee effective December 14, 2018.

RESOLUTION NO. 365-18

WHEREAS, it shall become necessary to expend for some of the purposes specified in the Budget an excess of the respective sums appropriated; and,

WHEREAS, there is an excess in one or more appropriation over and above the amount deemed necessary to fulfill the purposes of such appropriations; and,

WHEREAS, the transfers about to be authorized do not affect any appropriation to which or from which transfers are prohibited under the statutes; and,

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 following transfers attached between appropriations be authorized pursuant to N.J.S.A. 40:4-58; and,

BE IT FURTHER RESOLVED, that a copy of this resolution be filed forthwith with the Borough's Chief Financial Officer:

CURRENT FUND TRANSFERS TO:		
ACCOUNT #	ACCOUNT NAME	AMOUNT
01-0240-00-01012-205	MUNICIPAL CLERK OE - PROF. FEES	\$ 45,000.00
01-0240-00-01012-209	MUNICIPAL CLERK OE - EDUCATION	\$ 1,500.00
01-0240-00-01022-234	ECONOMIC DEVELOPMENT OE - CONFERENCE	\$ 600.00
01-0240-00-01192-205	BUILDINGS & GROUNDS OE - PROF. FEES	\$ 30,000.00
01-0240-00-01192-222	BUILDINGS & GROUNDS OE - MAINT. & ELECTR	\$ 8,000.00
01-0240-00-01192-223	BUILDINGS & GROUNDS OE - MAINT. & PLUMBII	\$ 22,000.00
01-0240-00-01442-370	MAINT. OF VEHICLES OE - FIRE	\$ 15,000.00
01-0240-00-01442-373	MAINT. OF VEHICLES OE - PUBLIC WORKS	\$ 20,000.00
01-0240-00-01452-264	STREETS & ROADS OE - CINDERS & SALT	\$ 35,000.00
01-0240-00-01482-210	SOLID WASTE COLLECTION COSTS OE - MISC.	\$ 15,000.00
01-0240-00-01672-215	CODE ENFORCEMENT OE - PURCH. OF EQUIP.	\$ 65,000.00
01-0240-00-02002-210	PERS OE - MISCELLANEOUS	\$ 200.00
TOTAL CURRENT FUND TRANSFERS TO		\$ 257,300.00
CURRENT FUND TRANSFERS FROM:		
ACCOUNT #	ACCOUNT NAME	AMOUNT
01-0240-00-01252-210	EMPLOYEE GROUP INSURANCE OE - MISC	\$ 130,000.00
01-0240-00-01258-210	HEALTH BENEFITS WAIVER OE - MISC.	\$ 15,000.00
01-0240-00-01671-103	CODE ENFORCEMENT S&W - PART TIME	\$ 60,000.00
01-0240-00-01802-210	STREET LIGHTING OE - MISCELLANEOUS	\$ 20,300.00
01-0240-00-01832-210	TELEPHONE OE - MISC	\$ 12,000.00
01-0240-00-02012-210	SOCIAL SECURITY OE - MISCELLANEOUS	\$ 20,000.00
TOTAL CURRENT FUND TRANSFERS FROM		\$ 257,300.00

RESOLUTION NO. 366-18

WHEREAS, the Borough of Roselle Park has grants that are completed or expired; and,
WHEREAS, the Borough of Roselle Park has determined that the grant receivable and reserve balances must be canceled.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey as follows:

1. That the Chief Financial Officer be and is hereby directed to take all necessary steps to cancel the following grant receivable balances.

<u>GRANT NAME</u>	<u>AMOUNT</u>
Municipal Alliance Fund Grant	\$ 105.52
Drive Sober Or Get Pulled Over	\$ 1,980.00
Total Federal and State Grant Fund	\$ 2,085.52
Grand Total	\$ 2,085.52

RESOLUTION NO. 367-18

BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey, hereby accept a material donation from Carl A. Hokanson, 318 Hemlock Street, Roselle Park, New Jersey 07204 in the form of three (3) Roselle Park Hometown Posters for unrestricted use by the Borough of Roselle Park.

RESOLUTION NO. 368-18

BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that the Tax Collector is hereby authorized per the State Tax Court of the State of New Jersey to issue a reduction and/or refund totaling \$1,738.83 for an appeal granted on Block 114, Lot 10 (otherwise known as 512 Pinewood Avenue, Roselle Park, New Jersey) and assessed in the name of 512 Pinewood Avenue, LLC; and,

BE IT FURTHER RESOLVED that the provisions of the Freeze Act shall apply for the year 2019.

Block	Lot	Year	Original Assessment	New Assessment	Reduction x Rate	Refund
114	10	2017	\$ 211,600.00	\$ 167,400.00	\$ 44,200.00 x 3.934/100	\$ 1,738.83
Total:						\$ 1,738.83

Check to be issued to: Timothy A. Shafer, Esq.

RESOLUTION NO. 369-18

BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that the Tax Collector is hereby authorized per the State Tax Court of the State of New Jersey to issue a reduction and/or refund totaling \$1,758.72 for an appeal granted on Block 114, Lot 10 (otherwise known as 512 Pinewood Avenue, Roselle Park, New Jersey) and assessed in the name of Santomenno, Rocco; and,

BE IT FURTHER RESOLVED that the provisions of the Freeze Act shall apply for the year 2019.

Block	Lot	Year	Original Assessment	New Assessment	Reduction x Rate	Refund
114	10	2018	\$ 211,600.00	\$ 167,400.00	\$ 44,200.00 x 3.979/100	\$ 1,758.72
						Total: \$ 1,758.72

Check to be issued to: Timothy A. Shafer, Esq.

RESOLUTION NO. 370-18

BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union County, State of New Jersey that upon the recommendation of the Borough Engineer, Change Order for the Contract listed below be and is hereby approved:

TITLE OF JOB: Casano Community Center Generator

CONTRACTOR: Manor II Electric, Inc.

CHANGE ORDER N^o: 1

AMOUNT OF CHANGE THIS RESOLUTION: \$19,121.00 (36.08% Increase) for an updated contract amount of \$72,121.00; and,

BE IT FURTHER RESOLVED that this Resolution to take effect immediately upon final adoption and upon certification by the Borough Treasurer that sufficient funds are available; and,

BE IT FURTHER RESOLVED that the Qualified Purchasing Agent shall cause notice of the forgoing action to be published in an official newspaper of the Borough of Roselle Park in accordance with the provisions of N.J.A.C. 5:30-11.9(c)6.

RESOLUTION NO. 371-18

BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that the Borough of Roselle Park hereby supports and co-sponsors a 2019 Jazz Festival event for Saturday, July 27, 2019, with a rain date of Sunday, July 28, 2019, with Julius Tolentino and any successor non-profit organizations; and,

BE IT FURTHER RESOLVED that Julius Tolentino and any successor non-profit organizations, as recognized by the Borough of Roselle Park, shall work and coordinate efforts in furtherance of the 2019 Jazz Festival event with all appropriate Borough departments including, but not limited to, the Roselle Park Police Department, Roselle Park Fire Department, Union County Division of Emergency Services, Roselle Park Department of Public Works, and Borough Clerk's Office.

RESOLUTION NO. 372-18

BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that a contract is hereby awarded to SHI International, Corp., 290 Davidson Avenue, Somerset, New Jersey 08873, for the Spatial Data Logic automation program for use by Borough departments inclusive of eight (8) licensing seats, data installation, software installation, and training pursuant to New Jersey State Contract #89851 in an amount not to exceed Sixty-Nine Thousand Nine-Hundred Dollars and Zero Cents (\$69,900.00); and,

BE IT FURTHER RESOLVED that the Mayor, Borough Clerk, and Construction Official are authorized to sign any and all documentation in furtherance of the aforementioned contract.

RESOLUTION NO. 373-18

BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union County, State of New Jersey that upon the recommendation of the Borough Engineer, Change Order for the Contract listed below be and is hereby approved:

TITLE OF JOB: Improvements to Madison Avenue

CONTRACTOR: Cifelli & Son General Contracting, Inc

CHANGE ORDER N^o: 1

AMOUNT OF CHANGE THIS RESOLUTION: \$6,797.28 (2.19% Decrease) for an updated contract amount of \$303,200.22; and,

BE IT FURTHER RESOLVED that this Resolution to take effect immediately upon final adoption and upon certification by the Borough Treasurer that sufficient funds are available.

RESOLUTION NO. 374-18

BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that the contract for the project: Improvements to Madison Avenue was constructed by Cifelli & Son General Contracting, Inc., 81 Franklin Avenue, Nutley, New Jersey 07110 in accordance with the plans and specifications and any approved Change Orders, as directed by the Borough Engineer; the contractor having supplied a 25% Guarantee Bond for a period of two (2) years; the said construction is hereby accepted, the contract closed, and final payment in the amount of three-hundred three thousand two-hundred dollars and twenty-two cents (\$303,200.22) is hereby approved.

RESOLUTION NO. 375-18

WHEREAS, the firm Topology NJ, LLC was responsive to the Request for Proposals (RFP) due November 30, 2018 at 10:00 a.m. for the position of Transit Village Community Visioning Special Planning Services; and,

WHEREAS, Mayor Carl A. Hokanson has filed his appointment of Topology NJ, LLC to perform Transit Village Community Visioning Special Planning Services as a Special Planner for the Borough of Roselle Park; and,

WHEREAS, the firm Topology NJ, LLC shall perform all services as Transit Village Community Visioning Planner of the Borough of Roselle Park consistent with the solicitation and response submitted by said firm.

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 firm Topology NJ, LLC of 60 Union Street 1N, Newark, New Jersey 07105 be and is hereby appointed to perform Transit Village Community Visioning Special Planning Services for the Borough of Roselle Park effective January 1, 2019 for a term set to expire December 31, 2019 pursuant to a fair and open process under N.J.S.A. 19:44A-20.4 et seq.; and,

BE IT FURTHER RESOLVED that a professional service agreement is hereby authorized so as to include a maximum contract amount not to exceed \$30,750.00; and

BE IT FURTHER RESOLVED that notice of this award be published in a newspaper authorized to receive legal advertisements on behalf of the Borough of Roselle Park within ten (10) days of this date in accordance with New Jersey law.