

REGULAR MEETING – FEBRUARY 21, 2019

READ PUBLIC MEETINGS LAW ARTICLE

ROLL CALL

MOMENT OF SILENCE/PRAAYER

PLEDGE OF ALLEGIANCE

COMMUNICATIONS

1. A request from Girl Scout Service Unit #44 for the use of Michael Mauri Gazebo Park on Saturday, March 23, 2019 and Saturday, March 30, 2019 from 8:30 a.m. until 5:00 p.m. to sell Girl Scout Cookies (Subject to JIF Insurance and Indemnification Requirements).
2. A request from Girl Scout Troop #40998 for the use of Michael Mauri Gazebo Park and adjoining parking lots on Saturday, May 11, 2019 from 12:00 p.m. (noon) until 2:00 p.m. for an EcoFest Event (Subject to JIF Insurance and Indemnification Requirements).

PROCLAMATIONS & PRESENTATIONS

1. Business of the Month: Orchid Nails
2. 2019 First Born of Roselle Park: Mia Magdalena Ramirez

APPROVAL OF MEETING MINUTES, PENDING ANY CORRECTIONS

1. Regular Meeting of December 20, 2018
2. Special Meeting and Closed Session of December 27, 2018
3. Special Meeting of January 3, 2019
4. Regular Meeting of January 17, 2019
5. Regular Meeting and Closed Session of February 7, 2019

MOTION BILLS & PAYROLLS BE NOT READ AND PASSED FOR PAYMENT

PUBLIC PORTION (Time Limit 4 Minutes Limited to Agenda Items Only)

ORDINANCES FOR 2ND READING

None

ORDINANCES FOR INTRODUCTION

ORD. No. 2564 AN ORDINANCE AMENDING CHAPTER X, SECTION 10-4.1 OF THE CODE OF THE BOROUGH OF ROSELLE PARK, ENTITLED “FEES FOR RECREATION/COMMUNITY CENTER; FEES ENUMERATED”

ORD. No. 2565 AN ORDINANCE AMENDING CHAPTER II, ARTICLE IV OF THE CODE OF THE BOROUGH OF ROSELLE PARK INSERTING SECTION 2-43 TO BE ENTITLED “MAYOR’S HEALTH AND WELLNESS COMMITTEE”

CONSENT AGENDA FOR RESOLUTIONS

"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:

- * **#51-19** – Referring the West Webster Avenue Area 1 Redevelopment Plan to the Municipal Land Use Board for Review Pursuant to N.J.S.A. 40A:12A-7(e)
- * **#88-19** – Authorizing a Shared Service Agreement with the Plainfield Municipal Utilities Authority for Curbside Collection and Disposal of Bulky Waste
- * **#89-19** – Accepting the Resignation of Jessica Avecillas from the Arts Committee
- * **#90-19** – Accepting the Resignation of Phyllis DiCecco from the Community Center Committee
- * **#91-19** – Appointing Michael Califano as a Part-Time Covering Licensed Building Sub-Code Inspector within the Department of Code Enforcement
- * **#92-19** – Setting the Terms of Resignation and Time Due Calculation for Tiffany Cheeks
- * **#93-19** – Awarding a Non-Fair and Open Contract to Michael S. Simitz, Esq. for Services as 2019 Alternate Public Defender
- * **#94-19** – Awarding a Professional Services Contract to Harbor Consultants, Inc. for the Preparation of a Redevelopment Plan for Block 506, Lots 2, 3, 4 and 5 (AKA: Hunter Building Supply, etc.) in an Amount not to Exceed \$12,800.00
- * **#95-19** – Appointing Mark Pasquali as Assistant Superintendent of the Department of Public Works
- * **#96-19** – Promoting Captain Daniel J. McCaffery to the Rank of Chief of the Roselle Park Police Department
- * **#97-19** – Awarding Contract to Chiamonte Roofing and General Contractors, Inc. in an Amount Not to Exceed \$19,071.90 for the Project: Roselle Park Housing Rehabilitation Program Case #RP-35, 546 Pinewood Avenue, Block 114, Lot 5

- * **#98-19** – Terminating the Contract with Savo, Schalk, Gillespie, O’Grodnick & Fisher, P.A. for Redevelopment Counsel Services for Block 213, Lot 1 and Block 314, Lot 1 (AKA: Romerovski Corp., etc.)
- * **#99-19** – Authorizing Application for the 2019 Union County Infrastructure and Municipal Aid Grant
- * **#100-19** – Appointing Suplee, Clooney & Company CPAs as 2019 Borough Auditor
- * **#101-19** – Supporting Path to Progress Recommendations Made by New Jersey Economic and Fiscal Policy Workgroup
- * **#102-19** – Authorizing the Treasurer to Issue a Refund in the Total Amount of \$950.53 on Block 212, Lot 1 (622 West Westfield Avenue) as Authorized by the Tax Collector
- * **#103-19** – Requesting Permission from the Union County Board of Chosen Freeholders to Close Chestnut Street from Grant Avenue to Webster Avenue on Monday, May 27, 2019 from 8:00 a.m. to 3:00 p.m. for the 2019 Memorial Day Parade
- * **#104-19** – Requesting Permission from the Union County Board of Chosen Freeholders to Close Chestnut Street from Charles Street to Lincoln Avenue on Saturday, September 14, 2019 from 9:00 a.m. to 6:00 p.m. with a Rain Date of Saturday, September 21, 2019 for a Car Show
- * **#105-19** – Exempting Michael Butler from Certificate of Insurance Requirements for a Wedding Ceremony Approved for July 6, 2019 at Michael Mauri Gazebo Park
- * **#106-19** – Appointing Alejandro Bonfrisco as Violations Clerk in the Roselle Park Municipal Court

REPORTS OF DEPARTMENTS (Time Limit 3 Minutes)

Written Reports Received:

1. Police Chief’s Report for January 2019
2. Fire Chief’s Report for January 2019
3. Economic Development Director’s Report for January-February 2019

REPORTS OF BOROUGH COUNCIL / COMMITTEES (Time Limit 7 Minutes)

REPORT OF THE MAYOR AND MAYORAL APPOINTMENTS (Time Limit 7 Minutes)

1. Appointing Michael Wilkens of 423 Park Place, Roselle Park, NJ 07204, as a Member of the Diversity Committee to fill a currently vacant position with a term set to expire on December 31, 2019, pursuant to Borough Code Section 2-41.1.c.
2. Appointing Marisol Ramirez of 161 East Lincoln Avenue, Roselle Park, NJ 07204, as a Member of the Diversity Committee to fill a currently vacant position with a term set to expire on December 31, 2019, pursuant to Borough Code Section 2-41.1.c.

3. Appointing Herbert Freeland of 475 Elinor Avenue, Roselle Park, NJ 07204, as a Member of the Arts Committee to fill a currently vacant position with a term set to expire on December 31, 2019, pursuant to Borough Code Section 2-40.1.c.
4. Appointing Patricia Gois of 32C Colfax Manor, Roselle Park, NJ 07204, as a Member of the Arts Committee to fill a currently vacant position with a term set to expire on December 31, 2019, pursuant to Borough Code Section 2-40.1.c.
5. Appointing Jensyn Modero of 415 East Lincoln Avenue, Roselle Park, NJ 07204, as a Member of the Arts Committee to fill a currently vacant position with a term set to expire on December 31, 2019, pursuant to Borough Code Section 2-40.1.c.
6. Appointing Jonathan Simon of 136 East Westfield Avenue, Roselle Park, NJ 07204, as a Member of the Arts Committee to fill the unexpired term of Jessica AVECILLAS set to expire on December 31, 2019, pursuant to Borough Code Section 2-40.1.c.

PUBLIC PORTION (Time Limit 3 Minutes on Any Subject)

EXECUTIVE (CLOSED) SESSION

ADJOURNMENT

**NEXT REGULAR SCHEDULED MEETING OF THE MAYOR AND COUNCIL
WILL BE HELD ON MARCH 7, 2019**

ORDINANCES FOR SECOND READING

NONE

ORDINANCES FOR INTRODUCTION

ORDINANCE NO. 2564

AN ORDINANCE AMENDING CHAPTER X, SECTION 10-4.1 OF THE CODE
OF THE BOROUGH OF ROSELLE PARK, ENTITLED "FEES FOR
RECREATION/COMMUNITY CENTER; FEES ENUMERATED"

BE IT ORDAINED by the Mayor and Council of the Borough of Roselle Park, County of Union and State of New Jersey that Chapter X, Section 10-4.1 of the Code of the Borough of Roselle Park be and hereby is amended as follows:

SECTION 1. 10-4.1 Fees Enumerated.

The fees for the Recreation/Community Center of the Borough of Roselle Park are hereby set as follows:

10-4 Fees for Recreation/Community Center	
<i>Recreation</i>	<i>Fee</i>
Soccer	
Fall Clinic	\$ 45.00
Winter Indoor	\$ 45.00
Fall/Travel	\$ 65.00
Spring/Travel	\$ 65.00
Fall/Rec	\$ 65.00
Late Fee	\$ 10.00
Family/Fall (3 or more children in one family)	\$180.00
Family/Fall (3 or more children in one family) after June 1st (includes \$10.00 late fee)	\$190.00
Special Circumstances	\$ 80.00
Spring Soccer Classes	\$ 80.00
High School Soccer Summer Camp	\$ 35.00
Individual Guest Registration	
Guest Registration is the individual charge for players on team rosters from Guest Organizations outside of Roselle Park playing Fall Rec Soccer.	
Wrestling	
K & 1st Grade	\$ 55.00
2nd – 8th Grade	\$ 75.00
Family (3 or more)	\$155.00
Tournament Entry	\$ 20.00
T-Shirt	\$ 8.00
Hoodie	\$ 27.00
Shorts	\$ 12.00
Bag	\$ 7.00
Special Circumstances	\$ 0.00
Singlet not returned	\$100.00
Wrestling clinic	\$ 25.00
Roselle Park Training Center (per season)	

Individual (3 rd to 8 th Grade)	\$ 40.00
Family (3 or more)	\$110.00
Special Circumstances	\$ 0.00
T-Shirt	\$ 8.00
Tank Top	\$ 15.00
Shorts	\$ 12.00
Basketball	
Individual	\$ 65.00
Family (3 or more)	\$170.00
Basketball clinic	\$ 25.00
Special circumstances	\$ 0.00
Jersey Basketball Association	
Individual	\$ 95.00
Family (3 or more)	\$260.00
Special Circumstances	\$ 0.00
Women's Softball Team	\$325.00
Roselle Park Men's Over 35 League	\$625.00 per team (sponsorship)
Roselle Park Women's League	\$275.00 per team (sponsorship)
Happy Haunted School Ages 10 & under (Must be accompanied by an admission free adult)	\$5.00
Haunted School	\$5.00
<i>Community Center</i>	<i>Fee</i>
Community Center	
Membership, lifetime	\$ 1.00
Ceramics, senior (10-week session)	\$ 10.00
Aerobics (10-week session)	
Once per week	\$ 30.00
Twice per week	\$ 40.00
Saturday night dance	\$ 2.00
Snack pack (5-week session)	\$ 5.00
Parent/tot (4-week session)	\$ 4.00
Canning, per class	\$ 35.00
Community Center Rental for Private Parties	
Up to and including five (5) hours	\$275.00 for Roselle Park Residents (which includes a \$50.00 nonrefundable deposit)
	\$350.00 \$375.00 for Non-Roselle Park Residents (which includes a \$50.00 nonrefundable deposit)
Over five (5) hours	\$275.00 for Roselle Park Residents (which includes a \$50.00 nonrefundable deposit) plus \$100 per additional hour
	\$350.00 \$375.00 for Non-Roselle Park Residents (which includes a \$50.00 nonrefundable deposit)

Self defense training	nonrefundable deposit) plus \$100 per additional hour \$200.00 per month for two sessions per week
Recreation Roselle Park Men's Over 35 League	\$625.00 per team (sponsorship)
Roselle Park Women's League	\$275.00 per team (sponsorship)
Happy Haunted School Ages 10 & under (Must be accompanied by an admission free adult)	\$5.00
Haunted School	\$5.00

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.

ORDINANCE NO. 2565

AN ORDINANCE AMENDING CHAPTER II, ARTICLE IV OF THE CODE OF
THE BOROUGH OF ROSELLE PARK INSERTING SECTION 2-43 TO BE
ENTITLED "MAYOR'S HEALTH AND WELLNESS COMMITTEE"

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.

2-43 Mayor's Health and Wellness Committee.

2-43.1 Mayor's Health and Wellness Committee Created.

a. There is hereby established within the Borough of Roselle Park the Mayor's Health and Wellness Committee.

b. The purpose of the Mayor's Health and Wellness Committee shall be to encourage and promote health and wellness throughout the Borough. The Committee shall suggest reoccurring events to promote health and well-being, provide periodic recommendations as to strategic methods of incorporating healthy ways of living, and provide quarterly reports to the Mayor of all Committee activities and recommendations.

c. The Mayor's Health and Wellness Committee shall consist of five (5) members. All appointments to the Committee shall be made by the Mayor. Each appointment shall be for a term of one (1) year expiring on December 31st of that year. The Mayor shall have the authority to remove any member of the Committee at any time.

d. The Mayor shall serve as the standing liaison to the Mayor's Health and Wellness Committee for the entirety of their term as Mayor.

SECTION 2. 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 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.

RESOLUTIONS

RESOLUTION NO. 51-19

WHEREAS, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1, et seq.*, (the “Redevelopment Law”), authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment; and,

WHEREAS, pursuant to *N.J.S.A. 40A:12A-6*, the Council (the “Borough Council”) of the Borough of Roselle Park, in the County of Union, New Jersey (the “Borough”) by Resolution #184-17, adopted July 20, 2017 authorized and directed the Land Use Board of the Borough (the “Land Use Board”) to undertake a preliminary investigation to determine if a specific area located at Block 506, Lots 2, 3, 4 and 5 on the tax map of the Borough (the “Study Area”) constituted an area in need of redevelopment according to the criteria set forth in the Redevelopment Law; and,

WHEREAS, the aforesaid resolution authorized the Land Use Board to investigate the Study Area as a Condemnation Redevelopment Area (as defined in *N.J.S.A. 40A:12A-6(a)* of the Redevelopment Law), within which the Borough may use all of those powers provided under the Redevelopment Law for use in a redevelopment area, including the power of eminent domain; and,

WHEREAS, the Redevelopment Law requires the Land Use Board to conduct a public hearing prior to making its determination whether the Study Area should be designated as an area in need of redevelopment, at which hearing the Land Use Board shall hear all persons who are interested in or would be affected by a determination that the Study Area is a redevelopment area; and,

WHEREAS, the Land Use Board properly noticed a public hearing on the preliminary investigation of the Study Area which conformed to the Redevelopment Law; and,

WHEREAS, on December 11, 2017 the Land Use Board, conducted a public hearing in accordance with the Redevelopment Law and by resolution, after due consideration of the preliminary investigation and the comments and objections from the public made part of the public record and after consulting appropriate municipal departments and counsel, adopted a resolution recommending the Borough Council designate the Study Area as an area in need of redevelopment pursuant to the Redevelopment Law, including the power of eminent domain; and,

WHEREAS, on December 21, 2017, the Borough Council adopted Resolution #347-17 designating the Study Area as an area in need of redevelopment under the Redevelopment Law, such designation authorizing the Borough and Borough Council to use all those powers provided by the Redevelopment Law for use in a redevelopment area, including the power of eminent domain (the “Redevelopment Area”); and,

WHEREAS, Neglia Engineering Associates prepared a redevelopment plan for the Redevelopment Area entitled: “West Webster Avenue Area 1 Redevelopment Plan Block 506, Lots 2, 3, 4, & 5” (the “Redevelopment Plan”) providing the development standards for the Redevelopment Area; and,

WHEREAS, pursuant to the Redevelopment Law, on October 18, 2018, the Borough Council directed the Land Use Board to review the Redevelopment Plan and transmit its recommendations relating to the Redevelopment Plan to the Borough Council in accordance with the provisions of *N.J.S.A. 40A:12A-7(e)*; and,

WHEREAS, on November 5, 2018 the Land Use Board reviewed the Redevelopment Plan and adopted Resolution #2018-009 recommending the adoption of the Redevelopment Plan pursuant to *N.J.S.A. 40A:12A-7e*, subject to certain recommendations, to wit: 1) omit automatic permitted shared parking in Section 3 of the Redevelopment Plan (“LUB Recommendation 1”); 2) provide clarity as to the responsibility for maintenance of the lighting within the Redevelopment Area provided for in Section 4 of the Redevelopment Plan (“LUB Recommendation 2”); 3) if appropriate, add language to the Redevelopment Plan addressing affordable housing (“LUB Recommendation 3”); and 4) confirm accurate use of “shall”, “should” and “strongly encouraged” in the Redevelopment Plan (“LUB Recommendation 4” and together with LUB Recommendation 1, LUB Recommendation 2, and LUB Recommendation 3, the “LUB Recommendations”); and,

WHEREAS, on December 6, 2018 the Borough Council considered 1) LUB Recommendation 1 as set forth in proposed Resolution #346-18; 2) LUB Recommendation 2 as set forth in proposed Resolution # 347-18; 3) LUB Recommendation 3 as set forth in proposed Resolution #348-18; and 4) LUB Recommendation 4 as set forth in proposed Resolution #349-18; and,

WHEREAS, in accordance with *N.J.S.A. 40A:12A-7(e)*, the Borough Council adopted Resolution #346-18 accepting LUB Recommendation 1 and directed the Land Use Board to review and provide clarification of LUB Recommendations 2-4; and,

WHEREAS, on December 10, 2018, the Land Use Board provided clarification for LUB Recommendations 2-4; and,

WHEREAS, on December 20, 2018, the Borough Council reviewed the clarifications and recommendations from the Land Use Board regarding LUB Recommendations 2-4 and adopted (i) Resolution 347-18 recommending the Redevelopment Plan provide more clarity as to who maintains the lighting at the Redevelopment Area; (ii) Resolution 348-18 recommending that Section 3Ba9 be revised to reflect that three bedroom units may be permitted for affordable housing units; and (iii) Resolution 349-18 recommending that Section 3, Note 3 be revised to reflect that the required passive recreation areas may include certain outdoor amenities as set forth in the Redevelopment Plan; and,

WHEREAS, at the meetings on December 20, 2018 and January 17, 2019, the Borough Council determined that certain additional revisions to the Redevelopment Plan are necessary and, in accordance with *N.J.S.A. 40A:12A-7(e)*, directs the Land Use Board to review the revised Redevelopment Plan and transmit its recommendations relating to the Redevelopment Plan to the Borough Council.

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:

Section 1. The aforementioned recitals are incorporated herein as though fully set forth at length.

Section 2. The Borough Council hereby directs the Land Use Board to review the Redevelopment Plan and transmit its recommendations relating to the Redevelopment Plan (the “Land Use Board Report”) to the Borough Council within forty-five (45) days of the date hereof in accordance with the Redevelopment Law.

Section 3. If the Land Use Board Report is not transmitted to the Borough Council within forty-five (45) days of the date hereof, the Borough Council shall be relieved of the requirement to obtain a Land Use Board Report for the Redevelopment Plan in accordance with *N.J.S.A. 40A:12A-7(e)*.

Section 4. If any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.

Section 5. The Borough Clerk is hereby directed to transmit a copy of this Resolution to the Mayor and Land Use Board.

Section 6. This Resolution shall take effect immediately.

RESOLUTION NO. 88-19

WHEREAS, the Uniform Shared Services and Consolidation Act, *N.J.S.A. 40A:65-1 et se.*, permits, authorizes and encourages public bodies such as municipalities and school districts to enter into agreements with each other to contract for the provision of any service which the parties to such agreement are empowered to render under and within its own jurisdiction, whether administrative, educational, instructional or otherwise; and,

WHEREAS, the Borough of Roselle Park (the “Borough”) has expressed an interest in joining with the Plainfield Municipal Utilities Authority (the “PMUA”) for the PMUA’s provision of curbside collection and disposal of Type 13 (Bulky) waste within the Borough pursuant to specified terms; and,

WHEREAS, both parties acknowledge that the implementation of such agreement requires ongoing, mutual cooperation amongst the parties; and,

WHEREAS, the Borough agrees to such ongoing and mutual cooperation with the PMUA in order to effectuate a successful delivery of agreement terms.

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 Mayor and Borough Clerk are hereby authorized to execute, attest and affix the Borough seal to a Shared Services Agreement between the Borough and PMUA for the PMUA's provision of curbside collection and disposal of Type 13 (Bulky) waste within the Borough for calendar year 2019; and,

BE IT FURTHER RESOLVED that the aforementioned Shared Services Agreement shall be included herewith as Exhibit A and made and considered a part hereof.

Exhibit A
SHARED SERVICES AGREEMENT FOR THE COLLECTION
AND DISPOSAL OF BULKY WASTE

THIS AGREEMENT made this February __, 2019 by and between the Plainfield Municipal Utilities Authority, a public body corporate and politic of the State of New Jersey, having its principal offices at 127 Roosevelt Avenue, Plainfield, New Jersey ("Authority"), and the Borough of Roselle Park, a public body politic of the State of New Jersey, with principal offices located at 110 East Westfield Avenue, Roselle Park, New Jersey ("Borough") (the Borough and the Authority are collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, the Authority is a municipal utilities authority created by Ordinance MC-1995-19 of the City of Plainfield pursuant to and in accordance with the Municipal and County Utilities Authorities Law, N.J.S.A. 40:14B-1 et seq. ("MUA Law"); and,

WHEREAS, pursuant to and in accordance with the MUA Law, the Authority is authorized to provide solid waste collection and disposal services, both within and outside of its solid waste district; and,

WHEREAS, the Borough and the Authority desire to enter into an agreement, whereby the Authority will provide the Borough with Bulky Waste Services to residences within the Borough that have elected to participate in the program and receive Bulky Waste Services; and,

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes the Parties to enter into an agreement for such shared or consolidated Bulky Waste Services;

NOW THEREFORE, the Parties hereto, intending to be legally bound, in consideration of the mutual covenants and promises made herein, and for other good and valuable consideration as set forth herein, do hereby mutually covenant and agree as follows:

SECTION 1

DEFINITIONS

The following terms in this Agreement shall have the meanings stated below unless the context clearly indicates otherwise:

“Authority’s Facility” shall mean the Authority’s Transfer Station/Materials Recovery Facility located at 87-95 Rock Avenue, Plainfield, New Jersey.

“Authorized Bulky Waste Facility” shall mean a properly registered and licensed facility or facilities designated by the County Plan for the delivery of Bulky Waste generated within the County for disposal, the Authority’s Facility, or such other licensed materials recovery facility permitted to accept Bulky Waste by contract with the Union County Utilities Authority.

“Bulky Waste” shall mean large items of waste material referred to as Type 13 waste in accordance with N.J.A.C. 7:26-2.13(g)1.iii. Bulky Waste shall include, but is not limited to, furniture, tires, and appliances. Specifically excluded from this definition are Construction and Demolition Waste, automobiles, trucks, vehicles, and vehicle parts.

“Bulky Waste Services” shall mean the collection, delivery, discharge for disposal of Bulky Waste at an Authorized Bulky Waste Facility.

“Construction and Demolition Waste” shall mean the waste building material and rubble resulting from construction, remodeling, repair and demolition operations, referred to as Type 13C waste in accordance with N.J.A.C. 7:26-2.13(g)1.iv. The following materials may be found in construction and demolition waste: treated and untreated wood scrap; tree parts; tree stumps and brush; concrete; asphalt; bricks; blocks and other masonry; plaster and wallboard; roofing materials; corrugated cardboard and miscellaneous paper; ferrous and nonferrous metal; non-asbestos building insulation; plastic scrap; dirt;

carpets and padding; glass (window and door; and other miscellaneous materials; but shall not include other solid waste types.

“County Plan” shall mean the Union County District Solid Waste Management Plan promulgated and amended, from time to time, by the Union County Board of Chosen Freeholders.

“Hazardous Waste” shall mean waste listed in N.J.A.C. 7:26-8 and wastes known as household hazardous waste, including, but not limited to, used motor oil, mercury switches, dry cell and button batteries, pesticides, vehicular batteries, herbicides, oil based paints and varnishes, pool chemicals, solvents and thinners, propane tanks, fluorescent bulbs, fire extinguishers, antifreeze, caustics, corrosives and cleaners.

“Industrial Waste” shall mean waste materials resulting from manufacturing, industrial and research and development processes and operations, and which are not hazardous in accordance with the standards and procedures set forth at N.J.A.C. 7:26G. Also included are nonhazardous oil spill cleanup waste, dry nonhazardous pesticides, dry nonhazardous chemical waste, and residue from the operations of a scrap metal shredding facility referred to as Type 27 waste under N.J.A.C. 7:26-2.13(g)1.vii.

“Municipal Waste” shall mean household waste from private residences, commercial waste originating in wholesale, retail or service establishments, such as, restaurants, stores, markets, theaters, hotels and warehouses, and institutional waste originating in schools, hospitals and public buildings, referred to as Type 10 waste in accordance with N.J.A.C. 7:26-2.13(g)1.i. For purposes of this Agreement, Municipal Waste shall include the following: garbage, refuse, trash or other waste material discarded or intended to be discarded.

“Recyclable Materials” shall mean those materials used and discarded by Borough residents, which would otherwise be deemed to be solid waste, that may be collected, separated or processed and returned to the economic mainstream for recovery and for the purpose of reclamation of all or a significant portion of the materials or products and that have been specifically identified by the Authority for collection. For purposes of this Agreement, the following materials are deemed Recyclable Materials by

the Authority: corrugated cardboard, glass containers, mixed paper, newspapers, paper, plastic containers and waste paper products.

“Regulated Medical Waste” shall mean waste that is defined as infectious by the New Jersey State Department of Health under N.J.A.C. 7:26-3A.6.

“Service Fee” shall mean the fee per residence payable to the Authority for Bulky Waste Services provided in the Borough as set forth in this Agreement.

“Unacceptable Waste” shall mean Municipal Waste, Construction and Demolition Waste, source separated Recyclable Materials, Hazardous Waste, Industrial Waste, compostable materials, animal waste, Regulated Medical Waste, and Vegetative Waste.

“Uncontrollable Circumstances” shall mean any act, event or condition (excluding those which result from the willful or negligent action or inaction of a party) occurring during the Term of the Agreement, that has, or may reasonably be expected to have, a material and adverse effect on a right or an obligation of either or both Parties to this Agreement, if such act, event or condition is beyond the reasonable control of the party relying thereon as justification for not performing under this Agreement. Uncontrollable Circumstances shall include, but are not limited to, the following: an act of God, landslide, lightning, earthquake, fire, explosion, flood, ice storm, nuclear radiation, acts of a public enemy or terrorist, war, blockade, insurrection, riot or civil disturbance, labor strike or interruption or any similar occurrence, or a condemnation or other taking by or on behalf of any public, quasi-public or private entity, but not including reasonably anticipated weather conditions. Uncontrollable Circumstances shall not include: insolvency or inability to pay any amount required by this Agreement.

“Vegetative Waste” shall mean waste materials from farm, plants, nurseries and greenhouses that are produced from the raising of plants; crop residues as plant stalks, hulls, leaves and tree wastes processed through a wood chipper; non-crop residues such as leaves, grass clippings, tree parts and shrubbery and garden wastes, limb wood, wood chips, bark, sawdust, forest residue and pulp waste and other such waste referred to as Type 23 waste under N.J.A.C. 7:26-2.13(g)1.v. Wood shall also include

finished lumber, wood products and prunings or stumps six inches or greater in diameter but shall not include any pressure treated, painted or stained wood.

SECTION 2

SCOPE OF BULKY WASTE SERVICES TO BE PROVIDED BY THE AUTHORITY

2.1 Collection and Disposal of Bulky Waste

The Borough will be divided into two zones, as depicted on Exhibit 1 to the Agreement, and the Authority shall collect Bulky Waste from homes in the Borough during the months of May, July and October during the Term of this Agreement. Each zone will be designated two weeks during 2019 for Bulky Waste Services as shown below:

<i>May:</i>	<i>East Side</i>	<i>–</i>	<i>April 29th to May 13th</i>
	<i>West Side</i>	<i>–</i>	<i>May 13th to May 27th</i>
<i>July:</i>	<i>East Side</i>	<i>–</i>	<i>July 8th to July 22nd</i>
	<i>West Side</i>	<i>–</i>	<i>July 22nd to August 5th</i>
<i>October:</i>	<i>East Side</i>	<i>–</i>	<i>September 30th to October 14th</i>
	<i>West Side</i>	<i>–</i>	<i>October 14th to October 28th</i>

The Borough will provide the Authority with a list of residences who wish to participate in the Bulky Waste Services program. The maximum weight permitted to be accepted from each residence is seven hundred fifty (750) pounds per pick-up. The Bulky Waste collected by the Authority shall be delivered by the Authority to either the Authority’s Facility for processing or directly to the Authorized Bulky Waste Facility for disposal.

2.2 Unacceptable Waste. Residents in the Borough shall not place any Unacceptable Waste in any loads to be collected by the Authority for the provision of Bulky Waste Services. The Authority reserves the right to reject any solid waste designated for collection that is deemed to be Unacceptable Waste.

SECTION 3

COMPENSATION FOR BULKY WASTE SERVICES.

3.1 Service Fee for Municipal Waste. A Service Fee of \$120.00 per pick-up shall be paid by the Borough for each residence receiving Bulky Waste Services. Upon receipt of an invoice from the

Authority at the completion of the Bulky Waste Services in 2019, the Borough shall pay to the Authority within thirty (30) days of receipt of the invoice an amount representing the number of residences provided Bulky Waste Services by the Authority multiplied by the Service Fee per residence.

3.2 Adjustments to Service Fee.

a. The Parties agree that the Authority reserves the right to increase the Service Fees set forth in Section 3.1, in accordance with the provisions of this paragraph, to offset unforeseen or unanticipated fees, expenses and/or charges subsequently incurred by or imposed on the Authority in providing Bulky Waste Services required under this Agreement that were not known or contemplated by the Parties at the time of execution of this Agreement. Such unforeseen or unanticipated fees may include, but shall not be limited to, an increase in the tipping fees charged by the Union County Utilities Authority for disposal at the Authorized Bulky Waste Facility.

b. At any time during the Term of this Agreement, if the Authority determines that there is need for an increase in the Service Fee set forth in Section 3.1 to offset unforeseen or unanticipated fees, expenses, and/or charges, the Authority shall provide the Borough with written notice of said increase, prior to implementing any such increase. The notice shall set forth the amount of the increase in the Service Fee, the effective date for implementing the increased Service Fee, and an explanation of the cause or reason for the increase. The effective date of the increase in the Service Fee shall not be sooner than thirty (30) calendar days from the date of the notice to the Borough. The Borough shall have the option to terminate this Agreement in accordance with Section 6 of this Agreement. If the Agreement is not terminated by the Borough in accordance with Section 6, the increased Service Fee shall be imposed and charged by the Authority on the Borough for the remainder of the Term of the Agreement, in accordance with the provisions set forth herein.

SECTION 4

TERM OF AGREEMENT.

The Term of this Agreement shall commence on the effective date of this Agreement and terminate upon receipt by the Authority for Bulky Waste Services performed during calendar year 2019, and may be

renewed for one year thereafter, on such terms and conditions as agreed by the Parties, unless terminated earlier, as set forth in Section 6.

SECTION 5

UNCONTROLLABLE CIRCUMSTANCES.

Neither the Authority nor the Borough shall be considered to be in default of this Agreement if delays in, or failure of, performance shall be due to Uncontrollable Circumstances, the effect of which, by the exercise of reasonable diligence, the non-performing Party could not avoid. Neither Party shall, however, be excused from performance if non-performance is due to forces that are preventable, removable, or remediable and the non-performing Party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The non-performing Party shall, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Circumstance, give written notice to the other Party describing the Uncontrollable Circumstances preventing performance of its obligations pursuant to this Agreement.

SECTION 6

TERMINATION.

a. Termination for Cause. This Agreement may be terminated for cause by either Party during its Term, provided prior written notice has been given to the defaulting Party and such Party fails to remedy such default within thirty (30) days after receipt of such notice.

b. Termination Based on Increase in Service Fee. This Agreement may be terminated by the Borough during its Term, in the event the Authority seeks to impose an increase in the Service Fee, as set forth in, Section 3 of this Agreement. Written Notice of such termination shall be provided by the Borough to the Authority, no later than fifteen (15) days after receipt of the Authority's notice of increase in a Service Fee. Termination shall be effective sixty (60) days after receipt of said notice by the Authority. The Parties agree that if the Borough elects to terminate this Agreement due to an increase in a Service Fee, the Authority will continue to provide Bulky Waste Services until the effective date of termination, at the original Service Fee as set forth herein. Failure by the Borough to provide such notice of termination to

the Authority as required herein shall be construed as the Borough's acceptance of the Authority's increase in the Service Fee, and said increase shall thereafter be charged to the Borough, as set forth in Section 3 of this Agreement.

SECTION 7

INSURANCE.

a. The Authority shall maintain comprehensive general liability insurance, automobile insurance and workers compensation insurance during the Term of the Agreement in sufficient amounts as set forth in the Specifications, to protect the Borough and the Authority with respect to the Authority's obligations under the terms of this Agreement. All insurance policies shall be endorsed naming the Borough as an additional insured.

b. The Borough shall maintain comprehensive general liability insurance during the Term of the Agreement in sufficient amounts as agreed to by the Parties, to protect the Authority and the Borough with respect to the Borough's obligations under the terms of this Agreement. All insurance policies shall be endorsed naming the Authority as an additional insured.

SECTION 8

INDEMNIFICATION.

Each Party agrees that it shall defend, indemnify and save harmless the other Party, its officers, agents and employees and each and every one of them, against and from all liabilities, judgments, threatened, pending or completed actions, suits, demands for damages or costs of every kind and description actually and reasonably incurred (including reasonable attorneys' fees and court costs) including, without implied limitation, liabilities for damage to property or liabilities for injury or death of an person (including liabilities for damage property or liabilities for injury or death of the officers, agents and employees of the Party) resulting from the other Party's performance of, or failure to perform, its obligations pursuant to this Agreement or any negligent act or intentional misconduct on the part of the Party or any of its officers, agents or employees in any manner related to the Bulky Waste Services provided under this Agreement.

SECTION 9

PERMITS/LICENSES/APPROVALS.

The Authority shall obtain and maintain all permits, licenses and approvals required to perform the Bulky Waste Services set forth in this Agreement during the Term of this Agreement. The Authority shall comply with all applicable laws, rules, regulations, and ordinances and codes, with respect to the performance of its obligations under the Agreement.

SECTION 10

MEETINGS.

Designated representatives of the Borough and the Authority shall meet as may be necessary during the provision of Bulky Waste Services, and also at the conclusion of the Bulky Waste Services in 2019, to assess the performance of each Party's obligations under this Agreement and to address any issues that may arise, and to discuss an extension of the term of this Agreement for 2020.

SECTION 11

MISCELLANEOUS.

11.1 Governing Law. *This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey. The Parties agree to the jurisdiction of the courts or administrative tribunals of the State of New Jersey as sole venue for any causes of action brought under this Agreement.*

11.2 Authority to Enter Agreement. *Each Party represents that it has the power and authorization to enter into this Agreement as its legal and binding obligation and that there is no pending or threatened litigation by or against it that will or have the potential to cause a material adverse impact on the Party's performance of its obligations under this Agreement.*

11.3 Compliance with Laws. *The Parties shall comply with and abide by all applicable local, county, state and federal laws, rules and regulations pertaining to the performance of their respective obligations under this Agreement throughout the Term of the Agreement.*

11.4 Entire Agreement. *This Agreement constitutes and expresses the complete and entire Agreement and understanding of the Parties hereto with reference to the subject matter hereof. All prior promises, representations, agreements, understandings, and arrangements relative thereto have been merged herein.*

11.5 Binding Agreement. *This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective successors and assigns, if any.*

11.6 Modifications. *The provisions of the Agreement may be amended, modified and/or supplemented from time to time by a written instrument executed by each Party hereto.*

11.7 Severability. *The provisions of this Agreement are intended to be severable. If any term or provision hereof is held to be illegal, invalid or unenforceable for any reason whatsoever, such illegality, invalidity or unenforceability shall not affect the validity of the remainder of this Agreement.*

11.8 No Waiver. *The failure of either Party to this Agreement to enforce any obligation or covenant created by this Agreement, or the waiver of any breach of any obligation or covenant created by this Agreement, shall not be deemed a waiver of the obligation or covenant or the right to enforce the same thereafter as to any breach thereof, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred. Any waiver made by any Party subject to this Agreement must be duly made in writing in order to be considered a waiver of any provision of the Agreement.*

11.9 Notices. *All notices, demands, or other communications that may be or are required to be given, served or sent under this Agreement shall be in writing and shall be deemed to have been properly given or sent:*

a. *if personally served upon each of the Parties and any other Party subject to this Agreement;*

or

b. *if mailed by registered or certified mail with postage prepaid, return receipt requested, addressed to the other Party at each Party's respective address as follows, which addresses may be changed by written notice to the other Party:*

To the Authority:

*Executive Director
Plainfield Municipal Utilities Authority
127 Roosevelt Avenue
Plainfield, New Jersey 07060*

To the Borough:

*Borough Clerk
Borough of Roselle Park
110 East Westfield Avenue
Roselle Park, New Jersey 07204-2038*

11.10 Counterparts. This Agreement shall become effective only upon its execution by both Parties. It is understood, however, that this Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, as set forth below, the Parties have caused this instrument to be executed by the Borough pursuant to authorizations duly obtained from their respective governing bodies for the purposes set forth herein.

ATTEST:

*Andrew J. Casais, RMC, QPA
Borough Clerk*

Borough of Roselle Park

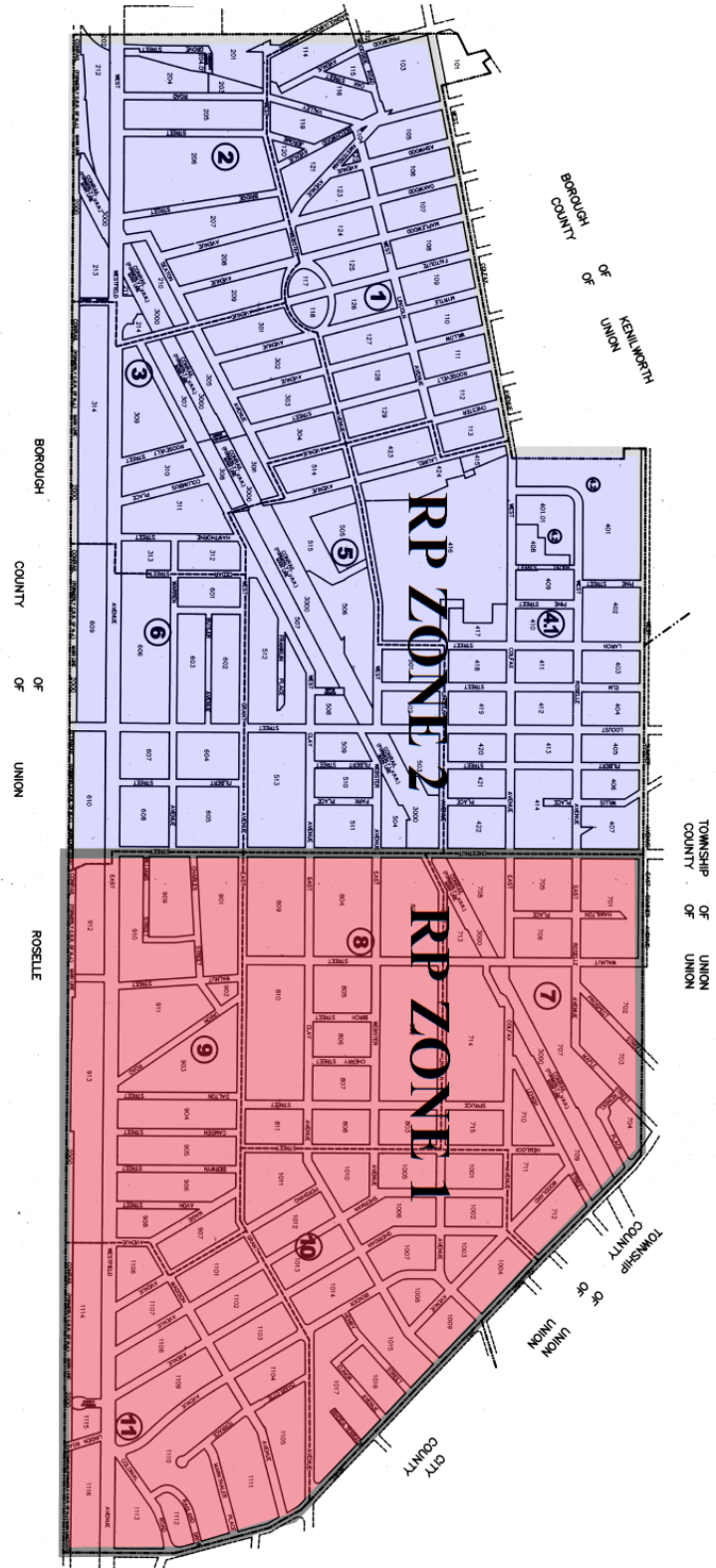
*Joseph Signorello III
Mayor*

ATTEST:

Plainfield Municipal Utilities Authority

Eric E. Jackson, Executive Director

EXHIBIT 1
(From Section 2.1)



RESOLUTION NO. 89-19

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 Jacklyn Flatley from the Community Center Committee effective January 25, 2019.

RESOLUTION NO. 90-19

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 Phyllis DiCecco from the Community Center Committee effective February 9, 2019.

RESOLUTION NO. 91-19

WHEREAS, the Borough of Roselle Park wishes to maintain quality and timely residential and commercial municipal services in light of actual and anticipated increases to demand for sub-code inspections.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey, hereby appoint the following individual as a Part-Time Covering Licensed Sub-Code Inspector to the Department of Code Enforcement effective February 25, 2019:

<u>Name</u>	<u>Address</u>	<u>Position(s)</u>	<u>Hourly Rate</u>
Michael Califano	105 Scott Drive Watchung, New Jersey 07069	Building Inspector	\$ 35.00

RESOLUTION NO. 92-19

WHEREAS, Tiffany Cheeks resigned from the Borough of Roselle Park effective February 8, 2019; and,

WHEREAS, Tiffany Cheeks is entitled to certain compensation; and,

WHEREAS, it has been agreed by the Mayor and Council of the Borough of Roselle Park and Tiffany Cheeks that the break-down of time-due compensation will be paid as follows:

<u>Description</u>	<u>Amount of Days/Hours</u>	<u>Daily/Hourly Rate</u>	<u>Amount Due</u>
Vacation Days for 2019	10 Days	\$ 112.41	\$ 1,124.10
Personal Days for 2019	1 Day	\$ 112.41	\$ 112.41
Vacation Days for 2020	1.04 Days	\$ 112.41	\$ 116.91
Total Due			<u>\$ 1,353.42</u>

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 Chief Financial Officer is hereby directed to pay Tiffany Cheeks the entitled compensation at the above schedule.

RESOLUTION NO. 93-19

WHEREAS, the Borough of Roselle Park has a need to acquire Public Defender Services for calendar year 2019 within the Roselle Park Municipal Court as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 or 20.5 as appropriate; and,

WHEREAS, the Chief Financial Officer has submitted a Determination of Value and thereby certified in writing that the value of the acquisition may exceed \$17,500; and,

WHEREAS, the anticipated term of this contract is until December 31, 2019 and may be subject to extension to effectuate the completion of terms; and,

WHEREAS, Michael S. Simitz, Esq. has submitted a proposal received February 7, 2019 indicating they will provide Public Defender Services for the year 2019 at the rate of \$200.00 per session; and,

WHEREAS, Michael S. Simitz, Esq. has completed and submitted a Business Entity Disclosure Certification which certifies that Michael S. Simitz, Esq. has not made any reportable contributions to a political or candidate committee in the Borough of Roselle Park in the previous one year, and that the contract will prohibit Michael S. Simitz, Esq. from making any reportable contributions through the term of the contract; and,

WHEREAS, the Chief Financial Officer has certified on this Resolution as the availability of funds to effectuate the execution of the agreement.

NOW THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey hereby award a contract to Michael S. Simitz, Esq. of 345 Hemlock Avenue, Garwood, New Jersey 07027 for 2019 Public Defender Services within the Roselle Park Municipal Court in an amount not to exceed two-hundred dollars (\$200.00) per session, and authorize the Mayor and Borough Clerk to enter into a contract with Michael S. Simitz, Esq. on behalf of the Borough as described herein; and,

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution; and,

BE IT FURTHER RESOLVED that notice of award of this Professional Services Contract be published in accordance with the law.

RESOLUTION NO. 94-19

WHEREAS, the Borough of Roselle Park is in need of Professional Planning Services for the preparation of a Redevelopment Plan for Block 506, Lots 2, 3, 4 and 5 on the tax map of the Borough of Roselle Park; and,

WHEREAS, the Municipal Land Use Board of the Borough of Roselle Park has appointed Harbor Consultants, Inc. as the Municipal Planner of record for 2019.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park of Union County, New Jersey hereby award a Subsidiary Professional Service Contract to Harbor Consultants, Inc. of 320 North Avenue East, Cranford, New Jersey 07016 for the preparation of a Redevelopment Plan in an amount not to exceed \$12,800.00 for Block 506, Lots 2, 3, 4 and 5 on the tax map of the Borough of Roselle Park; and,

BE IT FURTHER RESOLVED that this Resolution shall take effect upon adopted and certification on this Resolution by the Borough Treasurer that sufficient funds are available; and,

BE IT FURTHER RESOLVED that charges incrementally incurred and paid associated with this contract shall be pursuant to the contractual terms authorized in Roselle Park Municipal Land Use Board Resolution No. 2019-002.

RESOLUTION NO. 95-19

WHEREAS, there exists a need for an Assistant Superintendent within the Department of Public Works of the Borough of Roselle Park; and,

WHEREAS, the Superintendent of Public Works of the Borough of Roselle Park has recommended Mark Pasquali for the position of Assistant Superintendent of Public Works; and,

WHEREAS, the governing body wishes to fill the said position.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that Mark Pasquali of B24 Woodside Gardens, Roselle Park, New Jersey 07204 be and is hereby appointed to the position of Assistant Superintendent within the

Department of Public Works of the Borough of Roselle Park at the prorated salary of \$80,000.00 per annum effective March 4, 2019; and,

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are authorized to sign the attached employment agreement, included herewith as Exhibit A, on behalf of the Borough effectuating the terms of Mark Pasquali's employment as Assistant Superintendent of Public Works.

Exhibit A

EMPLOYMENT AGREEMENT

ASSISTANT 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 Mark Pasquali, who resides at, B24 Woodside Gardens, Roselle Park, New Jersey 07204.

WHEREAS, on, February 21, 2019 the Borough's Governing Body appointed Mark Pasquali to the position of Assistant Superintendent of Public Works effective March 4, 2019; and,

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

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

- 1. Reporting Structure. Mark Pasquali shall report directly to the Superintendent of Public Works.*
- 2. Responsibilities. Mark Pasquali will perform all of the duties and responsibilities of the Assistant Superintendent of Public Works as assigned to him by the Superintendent of Public Works. Mark Pasquali shall, in the absence of the Superintendent of Public Works, perform all of the duties of Superintendent as set forth in Roselle Park Borough Code, §2-29 et seq. which are incorporated into this Agreement by reference.*
- 3. Working Hours. Mark Pasquali 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, Mark Pasquali's regular work schedule will be 7:00 a.m. to 3:30 p.m., Monday through Friday. Mark Pasquali 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. Mark Pasquali 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 Mark Pasquali 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 Thousand Dollars (\$80,000.00) on a pro-rated basis for 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.*
- 5. No Eligibility for Overtime. Mark Pasquali is not eligible for overtime compensation or compensatory time. However, with permission from Mayor and Council, Mark Pasquali may be permitted to utilize excessive work hours as a means of time off.*
- 6. Borough Policies. Mark Pasquali 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. Mark Pasquali 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.* Mark Pasquali will provide the Superintendent of Public Works 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 Mark Pasquali will provide notice of his absence as soon as practicable.
9. *Benefits.* Mark Pasquali shall receive fifteen (15) vacation time days, fifteen (15) holidays, three (3) personal time days, and fifteen (15) sick leave days. Such time shall be prorated for 2019 on a ten month basis (10/12). Mark Pasquali shall also receive a clothing allowance of six-hundred dollars (\$600.00) per year.
10. *Accumulated Sick Time.* Mark Pasquali 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 Mark Pasquali 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 Mark Pasquali is receiving similar benefits from another employer, a former employer or another source on a non-contribution basis. Mark Pasquali will be responsible to contribute pursuant to State law.
12. *Worker’s Compensation.* The Borough will provide Mark Pasquali with worker’s compensation insurance in accordance with established State regulations.
13. *Seminars, Conferences and Training.* The Borough will permit Mark Pasquali 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. Mark Pasquali 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 Mark Pasquali.*
14. *Resignation.* Mark Pasquali will provide a minimum of thirty (30) days advance written notice of his intent to resign. If mutually acceptable, the Borough and Mark Pasquali 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, Mark Pasquali employment shall terminate the earliest to occur of the dates specified below:

- a. *The close of business on an early resignation date mutually agreed to in writing by the Borough and Mark Pasquali.*
- b. *The close of business on the thirtieth (30th) day following Mark Pasquali having provided written notification of his intent to voluntarily resign.*
- c. *The close of business on the day on which the Borough shall have delivered to Mark Pasquali a written notice of the Borough's decision to terminate his employment for "Cause", which is defined as:*
 - i. *Gross negligence by Mark Pasquali with regard to the Borough where it results in material detriment to the Borough;*
 - ii. *Substantial and continuing refusal or failure by Mark Pasquali to perform the duties required of him, other than any such failure to perform resulting from incapacity due to physical or mental illness;*
 - iii. *Mark Pasquali being convicted of a felony or pleading nolo contendere to a felony;*

With regard to paragraphs (i) and (ii) herein, Mark Pasquali 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.

- d. *The close of business on the day on which the Borough shall have delivered to Mark Pasquali 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 Mark Pasquali'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 Mark Pasquali 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 Mark Pasquali for a second opinion to a doctor of its choosing, at Borough expense. Should the Borough's doctor disagree with Mark Pasquali'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. Mark Pasquali agrees to take part in an ongoing performance evaluation process where formalized evaluations take place no less than once per year.*
 - 17. *Residency. The Borough shall not require Mark Pasquali to be a resident of the Borough at any time during his employment as Assistant Superintendent of Public Works.*
 - 18. *Defense. The Borough shall defend, hold harmless and indemnify Mark Pasquali 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 Mark Pasquali 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 may 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 Mark Pasquali.*
 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 Mark Pasquali 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, Mark Pasquali 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. Mark Pasquali 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 Mark Pasquali during his employment with the Borough and not generally known to the public. Mark Pasquali recognizes and acknowledges that Confidential Information, which Mark Pasquali will become knowledgeable of as an employee of the Borough, are valuable, special and unique aspects of the Borough. Accordingly, during Mark Pasquali'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, Mark Pasquali shall not, without the express written consent of the Borough, directly or indirectly, by Mark Pasquali 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 Mark Pasquali 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 Mark Pasquali'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 Mark Pasquali's employment, regardless of the reason for termination.*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officials:

BOROUGH OF ROSELLE PARK

ATTEST/DATE

*JOSEPH SIGNORELLO III
MAYOR*

*ANDREW J. CASAIS, RMC, QPA
BOROUGH CLERK*

DATE: _____

*ASSISTANT SUPERINTENDENT
OF PUBLIC WORKS*

ATTEST/DATE

MARK PASQUALI

DATE: _____

RESOLUTION NO. 96-19

WHEREAS, effective March 1, 2019 a vacancy shall exist in the position of Chief of Police of the Borough of Roselle Park; and,

WHEREAS, likewise, effective March 1, 2019, a vacancy shall exist in the position of Office of Emergency Management (OEM) Coordinator of the Borough of Roselle Park; and,

WHEREAS, the governing body recognizes that there exists a need to fill said positions to ensure the continuity of public safety within the community; and,

WHEREAS, Mayor Joseph Signorello III has filed his appointment of Daniel J. McCaffery to serve as Chief of Police and OEM Coordinator of the Borough of Roselle Park.

NOW, THEREFORE BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey hereby promote Captain Daniel J. McCaffery to the rank of Chief of Police in the Roselle Park Police Department, effective March 1, 2019, at the prorated base salary of \$136,235.00 per annum; and,

BE IT FURTHER RESOLVED that Daniel J. McCaffery shall also serve as OEM Coordinator of the Borough of Roselle Park at the prorated salary of \$4,663.69 per annum; and,

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are authorized to sign the attached employment agreement, included herewith as Exhibit A, on behalf of the Borough effectuating the terms of Daniel J. McCaffery's employment.

Exhibit A

EMPLOYMENT AGREEMENT

CHIEF OF POLICE

THIS AGREEMENT is made between the Borough of Roselle Park (the "Borough") with offices located at 110 East Westfield Avenue, Roselle Park, New Jersey 07204 and Daniel J. McCaffery (the "Chief" or "McCaffery" interchangeably) of 20 Ivy Street, Clark, New Jersey 07066 (collectively "the parties").

WHEREAS, the parties have conducted negotiations for the purpose of formalizing an employment agreement between the Borough and Chief, establishing explicit terms of service and expectations; and,

WHEREAS, this Agreement is understood by the parties to be subject to the Statutes of the State of New Jersey as amended hereafter and which shall further control and/or modify the obligations and duties set forth herein; and,

WHEREAS, if any terms or conditions are hereinafter declared unenforceable, against public policy, or modifiable by statute, this Agreement will continue in full force and effect, subject only to the portion which is no longer viable, which shall be deleted; and,

WHEREAS, on February 21, 2019 the Borough's Governing Body appointed McCaffery to the position of Chief of Police within the Roselle Park Police Department effective March 1, 2019.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Borough and McCaffery agree as follows:

SCOPE OF AUTHORITY AND RESPONSIBILITIES

The Chief shall be the head of the Roselle Park Police Department and shall be directly responsible to the appropriate authority for the efficient and routine day to day operations thereof and shall carry out all duties and responsibilities of the Chief of Police as required by the provisions of N.J.S.A. 40A:14-118 as may be amended from time to time.

The Chief, as part of his duties, will also be responsible for the operation of the Borough's Office of Emergency Management ("OEM") and, in doing so, will be OEM Coordinator for the Borough; and,

It is understood that no amendments to, or new Borough Ordinances or Resolutions may materially expand the duties and responsibilities of the Chief unless fully negotiated by the parties and executed by a written amendment.

COMPENSATION

The prorated base salary for the Chief shall be \$136,235.00 for the calendar 2019. Likewise, the prorated base salary of OEM Coordinator shall be \$4,663.69 for the calendar year 2019. He will also receive all benefits offered to the Superior Officers Association under their contract with the Borough and, beginning January 1, 2020 and there forward, all increments offered as well. Any recommendation for an increase in salary beyond the specified amount shall consist of two (2) separate categories, which are:

- 1. Cost of Living Adjustment (expressed in a percentage increase over base salary plus paid holidays).*
- 2. Performance Increase (an increase based on job performance which may be expressed in a percentage increase over base pay or a lump sum, in the discretion of the Governing Body).*

Any additional increases and performance bonuses shall be at the reasonable discretion of the Governing Body of the Borough. In no event shall the Chiefs salary fall below that of the next highest ranking supervisory Officer, nor shall it be reduced during his term as Chief of Police. The Chief's annual pay incremental raise shall not be below that extended to the Superior Officers Association under their contract with the Borough. It is understood that this minimum threshold for annual increments for the compensation paid to the Chief will extend to all future agreements between the parties.

VACATION LEAVE

The Chief shall be entitled to five (5) weeks of vacation in each year, either in full weeks or individual days, which shall be approved by the Borough Governing Body Liaison to the Police Department.

Upon retirement, the Chief shall be entitled to be paid for any unused vacation days for the prior year and that current year's vacation days as certified by the Chief Financial Officer.

HOLIDAYS

The Chief shall be entitled to holidays enjoyed by members of the Superior Officer Association under their contract during the term of this Agreement.

Upon retirement, the Chief shall be entitled to be paid for any unused holidays as certified by the Chief Financial Officer.

PERSONAL DAYS

The Chief shall be entitled to three (3) personal leave days per year commencing January 1, 2019 for his personal purposes. If unused during the year, the Chief shall be entitled to be paid for each unused day at the rate he would have received had he used said day as enjoyed by members of the Superior Officer Association under their contract during the term of this Agreement.

Upon retirement, the Chief shall be entitled to be paid for any unused personal days as certified by the Chief Financial Officer.

SICK LEAVE

The Chief shall be entitled to be compensated for fifteen (15) days per year, if the Chief is sick or injured when not on duty. Those days shall be permitted to accumulate during this Agreement and any extension/continuation to same. Upon his retirement, unused sick time accrued while Chief, as certified by the Chief Financial Officer, will be paid at the rate of 33.34% for each accrued day with the maximum of two hundred (200) days.

BEREAVEMENT LEAVE

Wages up to five (5) days shall be paid to the Chief during his absence from duty when such absence is caused by the death of the Chief's spouse or child, and up to three (3) days shall be paid during the absence from duty when such absences are caused by the death of the Chief's mother, father, sister, brother, grandparents, grandchildren, mother-in-law, father-in-law, sister-in-law, or brother-in-law.

DEATH BENEFITS

In the event that the Chief dies while in the employ of the Borough, his beneficiaries shall receive payment for the following benefits earned and accrued by the deceased: accrued sick, vacation, and holiday leave, as well as any benefits that may have accrued under this Agreement.

In the event of the death of the Chief while in the employ of the Borough, the surviving spouse and children of the Chief, under twenty-six (26) years of age or a full time college student, shall receive at the Borough's expense, the then current medical, hospitalization, dental and prescription plan benefits, or any other benefit covered under this Agreement until the surviving spouse's remarriage or death.

MEDICAL BENEFITS

The Chief shall be entitled to the identical medical, hospitalization, dental, and prescription plans as offered to the Superior Officers Association of the Roselle Park Police Department. Said insurance policies may be altered for the Chief from time to time as said plans are amended for the Superior Officers during his employment, but not amended after his retirement.

CLOTHING ALLOWANCE

The Chief shall be entitled to the same clothing allowance as Superior Officers Association of the Roselle Park Police Department. The Borough shall be liable to replace any clothing of the Chief if significantly damaged while performing his duties for the Borough.

RETIREMENT BENEFITS

Upon his retirement from the Borough, after completing no less than three years as Chief, the Chief and his dependents residing with him at the time of retirement (i.e. wife and unemancipated children at the time of retirement) shall continue to enjoy medical, hospitalization, dental, and prescription benefits and any additional benefits as provided to other retired chiefs of the Roselle Park Police Department, the cost of which shall be borne entirely by the Borough. Upon the death of the Chief, the surviving spouse and unemancipated children of the Chief shall receive, at the Borough's expense, the then current medical, hospitalization, dental and prescription benefits as offered to the other retired chiefs of the Police Department.

Furthermore, upon retirement from the Borough, the Chief shall be entitled to Terminal Leave equal to ninety (90) days of his wage as Chief of Police at the time of retirement, paid in cash or utilized as paid time off.

IMMUNITIES AND BENEFITS

The Chief of Police shall be entitled to all of the immunities from tort liability and shall have the pension, relief, disability, worker's compensation, and insurance as provided for in N.J.S.A. 40A14-152.2 while performing his duties as Chief, and shall be provided at the Borough's expense with the necessary means for defense of any action or legal proceeding brought against him and arising out of and directly related to the lawful exercise of police powers in furtherance of his duties provided for in N.J.S.A. 40A:14-155. If the Chief elects to select counsel of his own choosing, the Borough shall be responsible to pay for the cost of said counsel at the rate not to exceed two hundred dollars per hour.

TRAINING & MEETINGS

All rights and benefits enjoyed by the prior Chief shall be continued to be enjoyed by the present Chief, so long as he is employed by the Borough. These benefits include, but are not limited to, additional time off to attend the International Association of Chiefs of Police Meetings. He shall also be entitled to be reimbursed for reasonable and necessary expenses from attending such meetings upon proper documentation and accompanied by the required voucher presented to the Chief Financial Officer. Requests to attend such meeting shall be made, in writing, to the Borough Governing Body Liaison to the Police Department at least one full month in advance of the event. The Chief shall also be allotted time off to attend the regular meetings of the County and State Police Chief Association's meetings.

During the term of this Agreement and any extension thereto, or at the resignation, or retirement by the Chief, all the rights and benefits enjoyed by the Chief shall continue.

MISCELLANEOUS PROVISIONS

It shall be understood and agreed between both parties that the position of Chief of Police does not receive overtime monetary compensation.

Attendance at the first monthly meeting of the Mayor and Council is a requirement of the position of Police Chief, as a department head, to present his department's monthly report. Attendance at other meetings will be upon specific request of the Mayor, or four (4) members of Council in-writing.

Use of a Borough vehicle is explicitly authorized on a take home basis for both public / Borough and private / personal use.

DURATION

This document shall be construed as an employment agreement with a commencement date of March 1, 2019 and a termination date of February 28, 2022.

RENEWAL

There is a stipulation and understanding by and between the parties that the terms, conditions and benefits enumerated herein shall automatically renew upon the termination of this agreement until a new agreement is reached between the Borough and the Chief.

IN WITNESS WHEREOF, the Borough has hereby caused these presents to be signed by their duly authorized officers and their seals to be hereto affixed the day and year above written.

BOROUGH OF ROSELLE PARK

ATTEST/DATE

JOSEPH SIGNORELLO III
MAYOR

ANDREW J. CASAIS, RMC, QPA
BOROUGH CLERK

Date: _____

CHIEF OF POLICE

ATTEST/DATE

DANIEL J. McCAFFERY

Print Name: _____

Date: _____

RESOLUTION NO. 97-19

WHEREAS, Community Grants, Planning & Housing (CGP&H) provides Administrative Agent Services to the Borough of Roselle Park and serves as the Administrator of the Borough's Housing Rehabilitation Program; and,

WHEREAS, CGP&H has conducted the procurement process on behalf of the Borough of Roselle Park, pursuant to the duties and responsibilities outlined in their Professional Services Contract, for certain improvements in connection with Roselle Park Housing Rehabilitation Program Case No. RP-35 located at 546 Pinewood Avenue, Roselle Park, New Jersey 07204, Block 114, Lot 5 of the tax map of the Borough of Roselle Park; and,

WHEREAS, the Qualified Purchasing Agent has consented to the recommendation of award issued by CGP&H, and further recommends award by the governing body for tracking and accounts payable purposes.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey hereby award a contract to Chiamonte Roofing and General Contractors, Inc., of 253 Main Street, Suite 274, Matawan, New Jersey 07747 in the amount not to exceed \$19,071.90 for the project Roselle Park Housing Rehabilitation Program Case No. RP-35 located at 546 Pinewood Avenue, Roselle Park, New Jersey 07204, Block 114, Lot 5 of the tax map of the Borough of Roselle Park.

RESOLUTION NO. 98-19

WHEREAS, in Resolution 229-18, the governing body of the Borough of Roselle Park appointed Savo, Schalk, Gillespie, O’Grodnick & Fisher, P.A. of 77 North Bridge Street, Somerville, New Jersey 08876 (hereinafter, “Savo”) for the rendering of Redevelopment Legal Counsel Services (hereinafter, “Redevelopment Counsel”) in connection with Block 213, Lot 1 and Block 314, Lot 1 of the tax map of the Borough of Roselle Park; and,

WHEREAS the governing body wishes to terminate the prevailing contract with Savo as such Redevelopment Counsel in consideration of the operational needs of the Borough of Roselle Park.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey hereby terminate the Professional Service Contract between the Borough of Roselle Park and Savo for Redevelopment Counsel services in connection with Block 213, Lot 1 and Block 314, Lot 1 of the tax map of the Borough of Roselle Park effective March 7, 2019; and,

BE IT FURTHER RESOLVED that such termination shall be considered made in accordance with the terms of the prevailing Professional Service Contract with Savo for the aforementioned Redevelopment Counsel; and,

BE IT FURTHER RESOLVED that all draft documents, work product, and final billing information associated with the mentioned services should be forwarded to the Borough of Roselle Park no later than the termination date captioned herein.

RESOLUTION NO. 99-19

BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey hereby authorize the application of the following 2019 Union County Infrastructure and Municipal Aid Grant Applications; and,

BE IT FURTHER RESOLVED that it is formally acknowledged that all funds awarded through this grant must be matched dollar for dollar by the Borough of Roselle Park:

Priority #1: Road Work – Improvements to Filbert Street

Construction improvements and engineering associated with the rehabilitation of Filbert Street between West Grant Avenue and West Westfield Avenue, including but is not limited to milling, paving, new curbs, spot full depth pavement replacement, sidewalk/concrete replacement, drainage structures retrofit, ADA ramp compliance, and further restoration work.

Priority #1 Grant Request:	\$ 65,429.25
Priority #1 Local Match:	\$ 65,429.25
Total Anticipated Project Cost:	\$ 130,858.50

Priority #2: Road Work – Improvements to Municipal Lot No. 2

Construction improvements and engineering associated with the rehabilitation of Michael J. Mauri Park Parking Lot (Municipal Lot No. 2) between East Grant Avenue and Chestnut Street, including but is not limited to milling, paving, new curbs, spot full depth pavement replacement, spot sidewalk/concrete replacement, drainage structures retrofit, ADA ramp compliance, and further restoration work.

Priority #2 Grant Request:	\$ 63,853.75
Priority #2 Local Match:	\$ 63,853.75
Total Anticipated Project Cost:	\$ 127,707.50

Grand Totals: Summary of Priorities #1 and #2

Total 2019 Grant Request Amount:	\$ 129,283.00
Total 2019 Local Match Amount:	\$ 129,283.00
Total Anticipated Cost of Projects:	\$ 258,566.00

RESOLUTION NO. 100-19

WHEREAS, N.J.S.A. 40A:5-4 requires the Borough of Roselle Park to cause to have an annual audit of its books, accounts and financial transactions be made for the fiscal year ending December 31, 2019; and,

WHEREAS, the above captioned statute requires the Borough of Roselle Park to employ a registered municipal accountant of New Jersey to perform said annual audit; and,

WHEREAS, the funds for the purpose of performing said audit are available; and,

WHEREAS, the firm Suplee Clooney & Company CPAs was responsive to the Request for Proposals (RFP) due February 21, 2019 at 10:00 a.m. for the position of 2019 Auditor; and,

WHEREAS, Council President Joseph E. Petrosky has filed his appointment, on behalf of the Borough Council, of Suplee Clooney & Company CPAs as Auditor of the Borough of Roselle Park for the year 2019; and,

WHEREAS, Suplee Clooney & Company CPAs shall perform all services as Auditor of the Borough of Roselle Park consistent with the 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 Suplee Clooney & Company CPAs, 308 East Broad Street, Westfield, New Jersey 07090 be and is hereby appointed to the position of Auditor of the Borough of Roselle Park effective immediately 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 compensation to the captioned firm for their services as Auditor as follows:

Item	Suplee, Clooney & Company CPAs
Statutory Audit Including Sewer Utility:	\$ 35,500.00
Annual Financial Statement:	\$ 7,500.00
Annual Debt Statement:	\$ 700.00
Review of Deferred Compensation Plan:	\$ 1,075.00
Review of LOSAP Report:	\$ 700.00
Budget Document Review and Preparation:	Included with Annual Financial Statement
TOTAL FOR AUDIT ITEMS:	\$ 45,475.00
Supplemental Debt Statement (Per Statement):	\$ 425.00
Preparation of Official Statement for Bond/Note Sales	\$ 17,500.00
Each Update of Official Statement:	\$ 7,500.00
Consult Services of Technical Nature	\$ 1,000.00
Hourly Rate for Partners:	\$ 150.00 - 175.00
Hourly Rate for Managers	\$ 115.00
Hourly Rate for Senior Staff Accountant	\$ 90.00 - 105.00
Hourly Rate for Staff Assistants	\$ 75.00 - 85.00

BE IT FURTHER RESOLVED that a 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.

RESOLUTION NO. 101-19

WHEREAS, New Jersey faces a daunting fiscal crisis; and,

WHEREAS, for two decades, while county and municipal governments made the proper pension payments, New Jersey governors from both parties severely underfunded the pension system for teachers and State government workers; and,

WHEREAS, while local government pension systems are funded at the national average, the State's unfunded liability for pensions and retiree health benefits now tops \$150 billion – four times the size of the State budget; and,

WHEREAS, actuaries project the State will have to increase its pension contribution from \$3.2 billion in this year's budget to \$6.7 billion to reach the Actuarially Required Contribution (ARC) by FY 2023; and,

WHEREAS, health care costs continue to rise, and New Jersey and its local governments cannot sustain the unparalleled platinum-level benefits that they provide to their employees; and,

WHEREAS, municipalities cannot address other major cost drivers, such as career-end sick leave payouts in excess of \$100,000, without relief from State government; and,

WHEREAS, the State must bring pension and health care costs under control before they crowd out all other important spending needs, such as reinvestment in NJ Transit, making higher education more affordable and properly funding state aid to school districts to hold down property taxes.

NOW, THEREFORE BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey expresses its support for the recommendations of the Path to Progress report issued by the New Jersey Economic and Fiscal Policy Workgroup; and,

BE IT FURTHER RESOLVED, that a copy of this Resolution shall be forwarded to Assemblyman Jon M. Bramnick, Assemblywoman, Nancy F. Munoz, Senator Thomas H. Kean, Jr., Senate President Sweeney, Assembly Speaker Coughlin, Senator Paul Sarlo, Senator Steve Oroho, Assembly Majority Leader Greenwald, Assemblywoman Eliana Pintor-Marin, Senator Tony Bucco, Senator Troy Singleton, Senator Dawn Addiego, the Governor of State of New Jersey, the New Jersey Association of Counties, and the New Jersey State League of Municipalities.

RESOLUTION NO. 102-19

BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey hereby authorizes the Tax Collector to authorize the Treasurer to issue a check in the amount of \$950.53 to be refunded to Isaac Moradi (Lien Holder) for payment of 2nd quarter 2019 taxes on Block 212, Lot 1 of the tax map of the Borough of Roselle Park, otherwise known as 622 West Westfield Avenue, Roselle Park, New Jersey, 02704, and assessed in the name of Horan Lumber & Coal Co.; and,

BE IT FURTHER RESOLVED and noted that the payment made and accepted in error on February 13, 2019 was intended for 1st quarter 2019 tax payments (already made) and applied to the 2nd quarter.

RESOLUTION NO. 103-19

WHEREAS, the Borough of Roselle Park will host the 2019 Memorial Day Parade on Monday, May 27, 2019; and,

WHEREAS, a portion of the aforementioned Parade will be held on Chestnut Street from Grant Avenue to Webster Avenue.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey hereby requests approval from the Union County Board of Chosen Freeholders to close Chestnut Street, from Grant Avenue to Webster Avenue, on Monday, May 27, 2019, from 8:00 a.m. to 3:00 p.m. in order to hold the 2019 Memorial Day Parade.

RESOLUTION NO. 104-19

WHEREAS, the Borough of Roselle Park will host a car show on Saturday, September 14, 2019 from 9:00 a.m. to 6:00 p.m. with a rain date of Saturday, September 21, 2019; and,

WHEREAS, a portion of the aforementioned car show will be held on Chestnut Street from Charles Street Avenue to Lincoln Avenue.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey hereby requests approval from the Union County Board of Chosen Freeholders to close Chestnut Street, from Charles Street to Lincoln Avenue, on Saturday, September 14, 2019 from 9:00 a.m. to 6:00 p.m. with a rain date of Saturday, September 21, 2019 in order to hold a car show.

RESOLUTION NO. 105-19

WHEREAS, Michael Butler of 569 South Springfield Avenue, Springfield, New Jersey 07081 filed a request for the use of Michael Mauri Gazebo Park on Saturday, July 6, 2019 from 12:00 p.m. (noon) until 1:00 p.m. for a wedding ceremony; and,

WHEREAS, the governing body considered and conditionally approved said request at their Regular Meeting of February 7, 2019; and,

WHEREAS, the Loss Control Program Guide of the Garden State Municipal Joint Insurance Fund (GSMJIF), to which the Borough of Roselle Park is a member, allows governing bodies to exempt or reduce the insurance requirements of non-profit unaffiliated individuals upon a finding that the entity is small enough that it would not normally carry requisite insurance; and,

WHEREAS, it has been found that the conditionally approved request will be an event inclusive of only seven (7) people, without the use of any equipment, without any general invitation made to the public at large, and lasting no more than one (1) hour; and,

WHEREAS, upon consultation with the Borough's Risk Managers it has been agreed that the provision requiring \$300,000.00 in liability coverage could be reasonably waived in this circumstance without undue or excessive exposure to the Borough.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that Michael Butler of 569 South Springfield Avenue, Springfield, New Jersey 07081 shall be exempted from the provision of a Certificate of Liability Insurance in connection with his use of Michael Mauri Gazebo Park on Saturday, July 6, 2019 from 12:00 p.m. (noon) until 1:00 p.m. for a wedding ceremony; and,

BE IT FURTHER RESOLVED that Michael Butler shall indemnify, by way of the execution of a formalized Hold Harmless Agreement, the Borough of Roselle Park in connection with his use of the aforementioned Borough facilities.

RESOLUTION NO. 106-19

WHEREAS, a vacancy will exist in the position of Violations Clerk within the Municipal Court of the Borough of Roselle Park effective February 8, 2019; and,

WHEREAS, the Honorable Gary Bundy, Municipal Court Judge of the Borough of Roselle Park, has recommended Alejandro Bonfrisco for the position of Violations Clerk within the Municipal Court; and,

WHEREAS, the governing body wishes to fill the said position.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that Alejandro Bonfrisco of 638 Maple Avenue, Elizabeth, New Jersey 07202 be and is hereby appointed to the position of Violations Clerk of the Borough of Roselle Park at a salary of \$28,000.00 per annum effective February 25, 2019.