

**REGULAR MEETING – MARCH 21, 2019**

**READ PUBLIC MEETINGS LAW ARTICLE**

**ROLL CALL**

**MOMENT OF SILENCE/PRAAYER**

**PLEDGE OF ALLEGIANCE**

**COMMUNICATIONS**

1. A request from Boy Scout Troop 56 to park a 6 ft. wide by 12 ft. long trailer at the EMS Parking Lot on Laurel Avenue indefinitely (Subject to JIF Insurance and Indemnification Requirements).
2. A request from Daniel Gerten of Boy Scout Troop 56 to conduct an Eagle Scout project at Boy Scout Park on West Lincoln Avenue and Ashwood Avenue comprised of landscaping, general visual improvements, and signage repair at no cost to the Borough.

**PROCLAMATIONS & PRESENTATIONS**

1. Business of the Month: Iorio Deli / La Casa di Martino
2. Recognition: Joe's Rotisserie
3. Recognition: Kean University Center for Leadership and Service
4. Recognition: Girl Scout Troop 40773
5. Proclamation: Women's History Month

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

1. Regular Meeting and Closed Session of February 21, 2019
2. Closed Session of March 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 2<sup>ND</sup> READING**

- ORD. No. 2566      AN ORDINANCE AMENDING CHAPTER VI, SECTION 6-3.4 OF THE CODE OF THE BOROUGH OF ROSELLE PARK ENTITLED "ALCOHOLIC BEVERAGE CONTROL, LICENSE FEES; MAXIMUM NUMBER"
- ORD. No. 2567      AN ORDINANCE AMENDING CHAPTER XXVII, ARTICLE VII, SECTION 17 OF THE CODE OF THE BOROUGH OF ROSELLE PARK ENTITLED "SEWER CONNECTION FEES"
- ORD. No. 2568      AN ORDINANCE AMENDING CHAPTER II ARTICLE VI, SECTION 2-63.3 OF THE CODE OF THE BOROUGH OF ROSELLE PARK ENTITLED "INTERVIEW AND VETTING OF EMPLOYEES"

**ORDINANCES FOR INTRODUCTION**

ORD. No. 2569      ORDINANCE AMENDING ORDINANCE NO. 2528 TO PROVIDE FOR FUNDING COVERAGE FOR ENVIRONMENTAL COMPLIANCE ACTIVITIES AT THE SITE OF THE ROSELLE PARK BALLFIELDS

**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."**

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**RESOLUTIONS:**

- \* **#123-19** – Accepting the Resignation of Alexander Lanza from the Position of Patrolman in the Roselle Park Police Department
- \* **#124-19** – Rejecting All Bids Pursuant to N.J.S.A. 40A:11-13.2 Received March 7, 2019 for the Project: 2019 Tree Program, and Ratifying and Confirming the Actions of the Qualified Purchasing Agent in Re-Bidding
- \* **#125-19** – Authorizing the Treasurer to Issue Two (2) Checks Totaling \$85,279.34 Payable to One (1) Lien Holder on Two (2) Properties and Two (2) Checks Totaling \$56,000.00 from the Tax Collector’s Premium Account
- \* **#126-19** – Authorizing the Transfer of Appropriation Reserves
- \* **#127-19** – Appointing Jonathan A. Ospina as a Member of the Roselle Park Fire Department
- \* **#128-19** – Authorizing the Renewal of Health Services Contract with the Town of Westfield in an Amount not to Exceed \$143,087.00
- \* **#129-19** – Appointing Amanda Watsula-Morley as a Member of the Roselle Park Green Team
- \* **#130-19** – Approving a Shared Services Agreement with the County of Union for a Shared Telecommunications Service to Dispatch Police, Fire and EMS Vehicles and Equipment
- \* **#131-19** – Appointing Schedulers, Door/Hall Persons, Referees and Score Keepers/Time Keepers for the 2019 Roselle Park Recreation Basketball League
- \* **#132-19** – Awarding a Contract to Suburban Disposal, Inc. for Bulk Waste Collection Services for the year 2019 in an Amount not to Exceed \$60,000.00

**REPORTS OF DEPARTMENTS (Time Limit 3 Minutes)**

Written Reports Received:

1. Animal Control Officer's Report for February 2019
2. Fire Chief's Report for February 2019
3. Court Administrator's Report for February 2019
4. Treasurer's Report for January 2019
5. Treasurer's Report for February 2019
6. Borough Clerk's Report for February 2019
7. Community Center Director's Report for February-March 2019
8. Economic Development Director's Report for February-March 2019

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

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

1. Appointing Marjorie Roman of 507 Larch Street, Roselle Park, NJ 07204, as a Member of the Mayor's Health and Wellness Committee to fill a currently vacant position with a term set to expire on December 31, 2019, pursuant to Borough Code Section 2-43.1.c.
2. Appointing Chris Shoemaker of 71B Woodside Gardens, Roselle Park, NJ 07204, as a Member of the Mayor's Health and Wellness Committee to fill a currently vacant position with a term set to expire on December 31, 2019, pursuant to Borough Code Section 2-43.1.c.
3. Appointing Ellen Hartman of 26 East Colfax Avenue, Roselle Park, NJ 07204, as a Member of the Mayor's Health and Wellness Committee to fill a currently vacant position with a term set to expire on December 31, 2019, pursuant to Borough Code Section 2-43.1.c.
4. Appointing Linda McCrady of 26 East Colfax Avenue, Roselle Park, NJ 07204, as a Member of the Mayor's Health and Wellness Committee to fill a currently vacant position with a term set to expire on December 31, 2019, pursuant to Borough Code Section 2-43.1.c.
5. Appointing Jennifer Haas of 200 West Webster Avenue, Apt. C8, Roselle Park, NJ 07204, as a Member of the Mayor's Health and Wellness Committee to fill a currently vacant position with a term set to expire on December 31, 2019, pursuant to Borough Code Section 2-43.1.c.
6. Appointing Patricia McNamara of 211 Valley Road, Roselle Park, NJ 07204, as a Member of the Community Center Committee to fill the unexpired term of Phyllis DiCecco set to expire on December 31, 2019, pursuant to Borough Code Section 2-37.4.

**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 APRIL 4, 2019**

**ORDINANCES FOR SECOND READING**

ORDINANCE NO. 2566

AN ORDINANCE AMENDING CHAPTER VI, SECTION 6-3.4  
OF THE CODE OF THE BOROUGH OF ROSELLE PARK  
ENTITLED "ALCOHOLIC BEVERAGE CONTROL, LICENSE FEES;  
MAXIMUM NUMBER"

BE IT ORDAINED by the Mayor and Council of the Borough of Roselle Park, County of Union and State of New Jersey that Chapter VI, Section 6-3.4 of the Code of the Borough of Roselle Park be and hereby is amended as follows:

SECTION 1.

6-3.4 License Fees; Maximum Number.

The classes of licenses and annual license fees of licenses for the sale and distribution of alcoholic beverages in the Borough shall be as follows:

a. *License Fees.*

Class of License	Annual License Fee	Maximum Number
Plenary Retail Consumption License	<del>\$1,385.00</del> <b>\$1,500.00</b>	
Plenary Retail Distribution License	<del>931.00</del> <b>\$1,000.00</b>	
Club License	<del>132.00</del> <b>\$140.00</b>	
<del>Warm Beer</del>	<del>-50.00</del>	

b. *Term.*

All licenses shall be for a term of one (1) year from the first day of July of each year, and all fees shall be paid in ~~advance upon presentation of an application.~~ **accordance with the provisions of New Jersey State law inclusive of Title 33 and the regulations promulgated by the New Jersey Division of Alcoholic Beverage Control.**

c. *Qualification.*

No license shall be issued to any person not fully qualified under the provisions of Title 33 of the New Jersey Statutes Annotated as amended and supplemented.

d. *Number of Licenses Limited.*

1. No plenary retail consumption license shall be issued in the Borough of Roselle Park unless and until the combined total number of such licenses existing in the Borough is fewer than one (1) for each three thousand (3,000) of its population as shown by the last federal census.

2. No new plenary retail distribution license shall be issued in the Borough of Roselle Park unless and until the number of such licenses existing in the Borough is fewer than one (1) for each seven thousand five hundred (7,500) of its population as shown by the last federal census.

3. Provisions of this section shall not apply to the renewal of licenses which are issued and outstanding, nor shall the provisions apply to the transfer of such licenses nor to the renewal of licenses so transferred.

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. Likewise, all strike through text should be considered a deletion, and all bolded text should be considered an addition.

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. 2567

AN ORDINANCE AMENDING CHAPTER XXVII, ARTICLE VII,  
SECTION 17 OF THE CODE OF THE BOROUGH OF ROSELLE PARK  
ENTITLED "SEWER CONNECTION FEES"

BE IT ORDAINED by the Mayor and Council of the Borough of Roselle Park, County of Union and State of New Jersey that Chapter XXVII, Article VII, Section 17 of the Code of the Borough of Roselle Park be and hereby is amended as follows:

SECTION 1.

27-17 SEWER CONNECTION FEES

a. A Sewer Connection Fee shall be payable to the Borough of Roselle Park for all buildings, structures, or premises, which hereafter connect to the Borough of Roselle Park sanitary sewer. The purpose of the Sewer Connection Fee is to pay the cost of the physical connection and a fair payment towards the capital cost of the Borough of Roselle Park sewer system pursuant to N.J.S.A. 40A:26A-11. The Sewer Connection Fee, which is a one-time initial service charge for the right to connect to the Borough of Roselle Park's Sewer system, is calculated in accordance with N.J.S.A. 40A:26A-11.

b. The Sewer Connection Fee for each unit **or equivalent dwelling unit** shall be ~~\$ 2,862.47.~~ **\$2,002.94.**

c. The Sewer Connection Fee for a single-family home, not part of a real estate development, shall be paid prior to the time of connection. The Sewer Connection Fee for any other real estate development, shall be paid at the time **the connection is made.** ~~of the final approval, by the Roselle Park Construction Department.~~

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. Likewise, all strike through text should be considered a deletion, and all bolded text should be considered an addition.

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. Pursuant to N.J.S.A. 40A:26A-11, the Sewer Connection Fee in this Ordinance shall be imposed upon all those who connect to the Borough of Roselle Park sanitary sewer system as of March 21, 2019.

ORDINANCE NO. 2568

AN ORDINANCE AMENDING CHAPTER II ARTICLE VI,  
SECTION 2-63.3 OF THE CODE OF THE BOROUGH OF ROSELLE PARK  
ENTITLED "INTERVIEW AND VETTING OF 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, Section 2-63.3 of the Code of the Borough of Roselle Park be and hereby is amended as follows:

SECTION 1.

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~~ **may** 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 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. Likewise, all strike through text should be considered a deletion, and all bolded text should be considered an addition.

SECTION 5. Effective Date.

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

## ORDINANCES FOR INTRODUCTION

### ORDINANCE NO. 2569

AN ORDINANCE AMENDING ORDINANCE NO. 2528 TO PROVIDE  
FOR FUNDING COVERAGE FOR ENVIRONMENTAL COMPLIANCE  
ACTIVITIES AT THE SITE OF THE ROSELLE PARK BALLFIELDS

BE IT ORDAINED by the Mayor and Council of the Borough of Roselle Park, County of Union and State of New Jersey that Ordinance No. 2528 of the Borough of Roselle Park be and hereby is amended as follows:

#### SECTION 1. Title Amendment

The title of Ordinance No. 2528 shall be amended to reflect the following:

BOND ORDINANCE PROVIDING AN APPROPRIATION OF \$900,000 FOR THE  
REMEDICATION OF UNDERGROUND STORAGE TANKS AT THE DEPARTMENT OF  
PUBLIC WORKS **AND ENVIRONMENTAL COMPLIANCE ACTIVITIES AT THE SITE  
OF THE ROSELLE PARK BALLFIELDS** BY AND FOR THE BOROUGH OF ROSELLE  
PARK IN THE COUNTY OF UNION, NEW JERSEY AND AUTHORIZING THE ISSUANCE  
OF \$855,000 IN BONDS OR NOTES OF THE BOROUGH FOR FINANCING PART OF THE  
APPROPRIATION.

#### SECTION 2. Defined Improvement Amendments

Section 3 of Ordinance No. 2528 shall be amended to reflect the following:

The improvement hereto authorized and the purpose for which such obligations are to be issued is for the remediation of underground storage tanks at the Department of Public Works, **and environmental compliance activities at the site of the Roselle Park ballfields**, including all work and materials necessary thereof or incidental thereto, all as shown on and in accordance with the plans and specifications thereon on file in the Office of the Clerk.

The estimated maximum amount of Bonds or Notes to be issued for the purpose of financing a portion of the cost of the Improvements is \$855,000.

The estimated cost of the Improvements is \$900,000, which amount represents the appropriation made by the Borough.

#### 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. Likewise, all strike through text should be considered a deletion, and all bolded text should be considered an addition.

#### 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. 123-19

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 Alexander Lanza from the position of Patrolman in the Roselle Park Police Department, effective March 20, 2019.

### RESOLUTION NO. 124-19

WHEREAS, the Qualified Purchasing Agent received sealed bids at 10:00 a.m. on Thursday, March 7, 2019 for the project: 2019 Tree Program; and,

WHEREAS, two (2) bids were received for the aforementioned project; and,

WHEREAS, upon review of all bids received, it is the recommendation of the Qualified Purchasing Agent, in consultation with applicable Borough Departments, to reject all bids and re-advertise utilizing sealed public bidding.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that all bids received on March 7, 2019 responsive to the project: 2019 Tree Program, are hereby rejected in accordance with the recommendations of the Qualified Purchasing Agent pursuant to the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-13.2, with statutory reasoning as follows:

1. The lowest bid substantially exceeds the contracting unit's appropriation for the goods and services; and,

BE IT FURTHER RESOLVED that the governing body ratifies and confirms the actions of the Qualified Purchasing Agent in re-advertising bid specifications for the project: 2019 Tree Program.

### RESOLUTION NO. 125-19

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 hereby authorizes the Treasurer to issue two (2) checks totaling \$85,279.34 payable to one (1) lien holder on two (2) properties; and,

BE IT FURTHER RESOLVED that two (2) checks be issued in the total amount of \$56,000.00 from the Tax Collector's Premium Account.

BOROUGH OF ROSELLE PARK TAX COLLECTOR ANALYSIS OF LIEN REDEMPTIONS 3/21/2019															
	TSC #	BLOCK	LOT	QUAL.	PREMIUM	TOTAL AMOUNT REDEEMED	CERTIFICATE AMOUNT	REDEMPTION PENALTY PERCENTAGE	INTEREST ON CERTIFICATE DATE 3/21/2019	SEARCH FEE	RECORDING FEE	SUBSEQUENT TAXES PAID	INTEREST ON SUBSEQUENTS TO 3/21/2019	6% INTEREST PENALTY	LEGAL FEES
CHRISTIANA TRUST/CUST C&E TAX LIEN FUND	16-039	714	24		\$ 24,500.00	\$ 37,981.02	\$ 3,071.19	\$ 61.42		\$ 12.00	\$ 43.00	\$ 27,679.43	\$ 7,113.98		
CHRISTIANA TRUST/CUST C&E TAX LIEN FUND	16-028	509	5		\$ 31,500.00	\$ 47,298.32	\$ 5,499.73	\$ 219.99		\$ 12.00	\$ 43.00	\$ 31,676.65	\$ 6,881.26	\$ 2,965.69	
					\$ -	\$ -	\$ -	\$ -				\$ -	\$ -		
					\$ -	\$ -	\$ -	\$ -				\$ -	\$ -		
					\$ -	\$ -	\$ -	\$ -				\$ -	\$ -		
					\$ -	\$ -	\$ -	\$ -				\$ -	\$ -		
<b>TOTAL</b>					\$ 56,000.00	\$ 85,279.34	\$ 8,570.92	\$ 281.41	\$ -	\$ 24.00	\$ 86.00	\$ 59,356.08	\$ 13,995.24	\$ 2,965.69	\$ -

### RESOLUTION NO. 126-19

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 reserve over and above the amount deemed necessary to fulfill the purposes of such appropriations; and,

WHEREAS, N.J.S.A. 40A:4-59 provides for the transfer of such amounts deemed in excess, to appropriations the amount of which are deemed to be insufficient to fulfill the purpose of such appropriations; and,

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

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. 40:4-59; and,

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

**TRANSFERS TO:**

<b><u>ACCOUNT #</u></b>	<b><u>ACCOUNT NAME</u></b>	<b><u>AMOUNT</u></b>
01-0140-00-01192-205	Public Buildings & Grounds OE - Prof Fees & O/S Serv	\$ 3,000.00
01-0140-00-01332-204	Fire Other Expenses - Maintenance of Equipment	\$ 1,000.00
01-0140-00-01332-209	Fire Other Expenses - Education	\$ 1,000.00
01-0140-00-01372-236	Police Other Expenses - Fees	\$ 1,000.00
01-0140-00-01901-115	Compensated Absences S&W - Compensated Absences	\$ 100,000.00
01-0140-00-03802-210	Capital Improvement Fund OE - Miscellaneous	\$ 100,000.00
Total		<u>\$ 206,000.00</u>

**TRANSFERS FROM:**

<b><u>ACCOUNT #</u></b>	<b><u>ACCOUNT NAME</u></b>	<b><u>AMOUNT</u></b>
01-0140-00-01252-210	Group Insurance Plans for Employees OE - Miscellaneous	\$20,000.00
01-0140-00-01371-101	Police Salaries and Wages - Regular	\$80,000.00
01-0140-00-01451-101	Road Repair and Maintenance Salaries and Wages - Reg	\$80,000.00
01-0140-00-01802-210	Street Lighting OE - Miscellaneous	\$10,000.00
01-0140-00-01842-210	Electricity OE - Miscellaneous	\$10,000.00
01-0140-00-02012-210	Social Security OE - Miscellaneous	\$6,000.00
Total		<u>\$ 206,000.00</u>

**RESOLUTION NO. 127-19**

BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey hereby appoint Jonathan A. Ospina of 570 West Webster Avenue, Roselle Park, New Jersey 07204 as a member of the Roselle Park Fire Department, effective immediately, to be assigned to the Faitoute Firehouse.

**RESOLUTION NO. 128-19**

WHEREAS, the Borough of Roselle Park desires to enter into a contract with the Town of Westfield for the purpose of the Town providing health services of a technical and professional nature; and,

WHEREAS, the Board of Health of the Borough of Roselle Park has recommended to the Mayor and Council that a contract be entered into with the Board of Health of the Town of Westfield in accordance with N.J.S.A. 26:3A2-1 et seq. and N.J.S.A. 40:8A-1 et seq.; and,

WHEREAS, the Town of Westfield has agreed to provide health related services to the Borough of Roselle Park for a one year period commencing on January 1, 2019 until December 31, 2019.

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 is hereby authorized to execute a contract on behalf of the Borough, wherein the Borough agrees to pay the Board of Health of the Town of Westfield, the sum of \$143,087.00 for the year 2019, payable quarterly.

RESOLUTION NO. 129-19

WHEREAS, the members of the Roselle Park Green Team are appointed by the Mayor subject to confirmation by the Borough Council pursuant to Section 2-42.3 of Borough Code; and,

WHEREAS, Mayor Joseph Signorello III has filed his appointment to fill a currently vacant position with a term set to expire December 31, 2019.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that Amanda Watsula-Morley of 127 West Lincoln Avenue, Roselle Park, New Jersey 07204 be appointed to the Roselle Park Green Team for a term set to expire December 31, 2019.

RESOLUTION NO. 130-19

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 has expressed an interest in joining with the County of Union (the "County") in establishing a shared telecommunications services to dispatch Police, Fire and EMS vehicles and equipment in the Borough or the immediate vicinity thereof; and,

WHEREAS, both parties acknowledge that the implementation of a shared dispatch service will require the Borough's integration with the County's computer-aided dispatch system; and,

WHEREAS, in order to facilitate the continuity of operations between both Parties, the County will also provide ancillary services necessary for addressing emergency services, the creation of a shared services agreement by and among the parties for the purpose of undertaking the same would effectuate cost savings measures and improve efficiency for the provision of telecommunications services to dispatch Police, Fire and EMS vehicles and equipment in the Borough or the immediate vicinity thereof.

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

1. The Shared Services Agreement between the Borough of Roselle Park and the County of Union, attached hereto for a ten year contract at \$150,000.00 for the first year and a 2% increase each year thereafter, is hereby approved subject to such modification and changes as recommended and approved by the Borough Attorney.
2. The Mayor or such other officials as necessary and appropriate are hereby authorized to execute and the Borough Clerk is hereby authorized to attest and affix the Borough seal to the Shared Services Agreement.
3. This Resolution hereby amends and supersedes all prior resolutions of the Borough of Roselle Park. All previous resolutions and/or orders and directives of the Borough employees or officials, which are contrary to or inconsistent with the terms of this instant Resolution, are hereby amended, rescinded, repealed and otherwise deemed ineffectual, to the extent of their inconsistency.
4. This Resolution shall take effect July 1, 2019.

# **EXHIBIT A**

SHARED SERVICES AGREEMENT  
FOR THE OPERATION OF EMERGENCY DISPATCHING SERVICES  
BETWEEN THE COUNTY OF UNION AND ROSELLE PARK

THIS SHARED SERVICES AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 (the "Agreement") between the COUNTY OF UNION, a body politic of the State of New Jersey, located at the Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey 07207 ("County") and the Borough of Roselle Park, a body politic of the State of New Jersey, located at 110 East Westfield Ave, Roselle Park, New Jersey 07204 ("Roselle Park"), collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, Roselle Park desires to join the County's dispatch service network and the County agrees to permit Roselle Park to join same; and

WHEREAS, pursuant to the proposed arrangement the County would serve as Roselle Park's 9-1-1 public safety answering point for dispatching Roselle Park emergency services, including Police, Fire and EMS; and

WHEREAS, both parties acknowledge that the implementation of a shared dispatch service requires the upgrade of Roselle Park's current records management system and integration with the County's computer-aided dispatch and records management system; and

WHEREAS, in order to facilitate the continuity of operations between both Parties, Roselle Park will upgrade its current records management system and integration with the County's computer-aided dispatch and records management system, at its sole cost and expense; and

WHEREAS, the Parties hereby desire to enter into this Agreement and set forth their rights and responsibilities for the provision of dispatch service by the County for Roselle Park.

NOW, THEREFORE, in consideration of the mutual promises, covenants, agreements and other considerations between the Parties, the Parties do hereby mutually covenant and agree as follows:

I. COUNTY OBLIGATIONS:

- 1) The County's Police Dispatching Center shall serve as the Roselle Park 9-1-1 public safety answering center and shall assume the responsibility of dispatching Police, Fire, and EMS as necessary for calls received from Roselle Park.
- 2) The County shall offer the following additional ancillary services:
  - a. Implement a GPS tracking program for Roselle Park police vehicles; and
  - b. House prisoners at Union County Police Headquarters lockup during hours when no Roselle Park Police Officers are available to watch the prisoners in Roselle Park Police Headquarters; and
  - c. Permit use of the County's radio system by the Roselle Park Police, Fire, and EMS agencies and assign talk groups on radio system for dispatching purposes. Roselle Park Police will be kept on their existing talk group with no other agencies for the first two (2) years of this Agreement. For subsequent years, the County reserves the right to

- consolidate agencies to talk groups to ensure effective communications and dispatch operations; and
- d. Install necessary software into existing laptops in County vehicles to facilitate integration with Counties Computer Aided Dispatch (CAD) system.
- 3) The County shall maintain ownership to the County's Police Dispatch Center, including work stations, computers and telephone systems. The County shall operate and maintain all equipment located in the County's Police Dispatch Center.
  - 4) The County shall be responsible for the maintenance of County owned software, equipment and systems.
  - 5) The County, in its sole discretion, may hire additional staff as may be necessary to address the additional responsibilities.
  - 6) All of the costs of the services identified as the County's Obligations in this Section shall be at the County's sole cost.
  - 7) All of the services to be rendered by the County shall be performed using its best efforts so that emergency dispatching services are reasonably maintained for Roselle Park.

## II. ROSELLE PARK OBLIGATIONS:

- 1) Roselle Park agrees to upgrade and take all necessary steps to effectuate its records management system and integration with the County's computer-aided dispatch and records management system to ensure compatibility between the systems.
- 2) Roselle Park shall pay any individual maintenance fees associated with the tracking devices to be placed or already located on the Roselle Park police vehicles. Roselle Park shall take all the necessary efforts to ensure that said devices shall be capable of successfully communicating with the County's system.
- 3) Roselle Park shall be responsible for purchasing its own radios for use by Roselle Park's police officers.
- 4) Roselle Park shall be responsible for the maintenance costs of Roselle Park owned software and hardware used by Roselle Park's police officers.
- 5) Roselle Park shall be responsible for any changes to their existing systems that may be required to assure that all of Roselle Park's emergency dispatch technology is directed to the County's Police Dispatch Center and is compatible with the County's system.
- 6) Roselle Park shall be responsible to pay the County an amount not to exceed \$150,000.00 per year for the initial first year term of this Agreement. A two percent (2%) increase shall be added for each year for the term of this Agreement.
- 7) Payment, pursuant to Section II, Paragraph 6 of this Agreement, shall be made by Roselle Park quarterly, with the first payment due on or before the first day of the fourth month following the commencement of the Agreement. Billing will start on the go live date.

- 8) Roselle Park Police will utilize Mobile Data Terminals (MDT's) for all status changes with County Dispatch and will initiate low priority officer initiated calls directly through the MDT thereby eliminating radio traffic with County Dispatch.

### III. GENERAL TERMS:

- 1) This Agreement shall commence on July 1, 2019 and terminate on June 31, 2029.
- 2) Either party may terminate this Agreement at any time upon giving at least six (6) months written notice to the other Party unless the Parties mutually agree to a shorter time period.
- 3) To the extent permitted by law, Roselle Park hereby agrees to indemnify, save, defend, and hold harmless the County, its Board of Chosen Freeholders, officers, agents, employees, contractors, and servants and each and every one of them, against and from all suits, claims, and costs of every kind and description and from all damages to which the County or any of its officers, agents, employees, contractors or servants may be put by reason of injury to person or property resulting from the negligence or through any negligent act or omission of Roselle Park or any of its officers, agents, employees, contractors or servants in the performance of Roselle Park's responsibilities under this Agreement.
- 4) To the extent permitted by law, the County hereby agrees to indemnify, save, defend, and hold harmless Roselle Park, its officers, agents, employees, contractors, and servants and each and every one of them, against and from all suits, claims, and costs of every kind and description and from all damages to which the Roselle Park or any of its officers, agents, employees, contractors or servants may be put by reason of injury to person or property resulting from the negligence or through any negligent act or omission of the County, its officers, agents, employees, contractors or servants in the performance of the County's responsibilities under this Agreement.
- 5) The Parties represent and warrant that:
  - a. They are fully authorized to enter into this Agreement,
  - b. They have taken all necessary and internal legal actions to duly approve the making and performance of this Agreement and that no further or other internal approval is necessary,
  - c. The making and performance of this Agreement will not violate any provisions of law or of their respective articles of incorporation, charter, code or bylaws.
- 6) No term or provision of the Agreement shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall not be a waiver of the provision itself, or a waiver or consent to any subsequent breach.
- 7) This Agreement constitutes a single integrated written contract expressing the entire agreement between and among the Parties relating to the subject matter of this Agreement. No promises, inducements or considerations have been offered or accepted except as set forth herein. This Agreement supersedes any prior oral or written agreements, understanding, discussions, negotiations, offers or judgment, or statements concerning the subject matter hereof. No amendment, modification or addendum shall be effective unless in writing dated subsequent to the date hereof and executed by all of the Parties.
- 8) A copy of this Agreement shall be filed with the Division of Local Government Services in the New Jersey Department of Community Affairs pursuant to N.J.S.A. 40A 65-4(b).

- 9) All notices, requests, demands, and other communications pursuant to this Agreement shall be in writing and shall be deemed to have been duly given if delivered by a nationally recognized overnight courier (e.g., Federal Express, UPS, Airborne Express, etc.) or if mailed simultaneously by regular mail and certified mail, return receipt requested, postage prepaid, to the addresses shown below unless said addresses shall be changed by notice given pursuant to this Agreement, or by fax or email.
- 10) The Parties agree that they each will at their own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to their performance of the services described in this Agreement.

- a. Notices to the County shall be given to  
Union County Department of Public Safety  
300 North Avenue East  
Westfield, New Jersey 07090  
Attn: Director

with a copy of the notices sent to:

Union County Administration Building  
10 Elizabethtown Plaza  
Elizabeth, New Jersey 07207  
Attn: County Counsel

- b. Notices to Roselle Park shall be given to:

Borough of Roselle Park  
110 East Westfield Avenue  
Roselle Park, New Jersey 07204  
Attn: Borough Clerk

[SIGNATURES TO FOLLOW]



IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:

COUNTY OF UNION

\_\_\_\_\_  
James Pellettiere, CLERK  
BOARD OF CHOSEN FREEHOLDERS

\_\_\_\_\_  
Edward T. Oatman  
COUNTY MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
Robert E. Barry, Esq.  
COUNTY COUNSEL

ATTEST:

BOROUGH OF ROSELLE PARK

\_\_\_\_\_  
Andrew Casais  
BOROUGH CLERK

\_\_\_\_\_  
Joseph Signorello III  
MAYOR

APPROVED AS TO FORM:

\_\_\_\_\_  
BOROUGH ATTORNEY

RESOLUTION NO. 131-19

BE IT RESOLVED that the following individuals be appointed as schedulers, door/hall persons, referees, and score/time keepers for the 2019 Roselle Park Recreation Basketball League:

<u>Door/Hall Person</u>	(at the rate of \$10.00 per night)
David Gerten	153 Charlotte Terrace, Roselle Park, New Jersey 07204
Daniel Gerten	153 Charlotte Terrace, Roselle Park, New Jersey 07204

RESOLUTION NO. 132-19

WHEREAS, the Borough Clerk received sealed bids at 10:00 a.m. on March 14, 2019 for Bulk Waste Collection Services.

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 pursuant to Optional Bid "A" of the advertised bid specifications in an amount not to exceed \$60,000.00 to Suburban Disposal, Inc., 54 Montesano Road, Fairfield, New Jersey 07004, the sole and lowest responsible bidder, for two bulk waste pickups to be held on the following dates:

June 13, 2019 (East Side)  
June 14, 2019 (West Side)  
October 17, 2019 (East Side)  
October 18, 2019 (West Side)

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are hereby authorized to execute any and all documents in furtherance of this contract.