

**REGULAR MEETING – APRIL 5, 2018**

**CUB SCOUTS PACK NO. 56 SITTING FOR MAYOR AND COUNCIL**

**READ PUBLIC MEETINGS LAW ARTICLE**

**ROLL CALL**

**MOMENT OF SILENCE/PRAYER**

**PLEDGE OF ALLEGIANCE**

**COMMUNICATIONS**

None

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

Closed Session of January 18, 2018

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

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

**MAYOR AND COUNCIL COMMITTEE REPORTS**

**CERTIFICATES AND PROCLAMATIONS**

- Cub Scouts Pack 56

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

**ORDINANCES FOR 2<sup>ND</sup> READING: COUNCILMAN FAHOURY**

ORD. No. 2519 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. 2520 AN ORDINANCE FIXING THE SALARIES OF CERTAIN OFFICIALS AND EMPLOYEES OF THE BOROUGH OF ROSELLE PARK IN THE COUNTY OF UNION, STATE OF NEW JERSEY FOR THE YEARS 2018 AND 2019

ORD. No. 2521 AN ORDINANCE AMENDING CHAPTER II, ARTICLE VI, “ADMINISTRATIVE POLICIES AND PROCEDURES” OF THE CODE OF THE BOROUGH OF ROSELLE PARK, INSERTING SECTION 2-62 TO BE ENTITLED “COMMUNITY ACCESS TELEVISION GUIDELINES”

**ORDINANCES FOR INTRODUCTION: COUNCILMAN FAHOURY**

ORD. No. 2522 AN ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK FOR CALENDAR YEAR 2018

ORD. No. 2523            AN ORDINANCE AMENDING CHAPTER VII, SECTION 7-10 OF THE CODE OF THE BOROUGH OF ROSELLE PARK, ENTITLED "TEMPORARY PROHIBITION FOR SNOW PLOWING AND REMOVAL"

**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:**

- \* **#113-18** – Endorsing the submission of the Recycling Tonnage Grant application to the Department of Environmental Protection
- \* **#114-18** – Emergency Temporary Budget Amendment #1
- \* **#115-18** – Authorizing Change Order #1 to Berto Construction, Inc. for the Project Roselle Park Library ADA Accessible Entrance Ramp Improvements in the Amount of a \$6,216.09 increase (a 13.64% increase) to Reflect a Total Contract Amount of \$51,792.09
- \* **#116-18** – Appointing Part-Time Covering Licensed Sub-Code Inspectors to the Department of Code Enforcement
- \* **#117-18** – Appointing Alexander Balaban to the Position of Animal Control Officer
- \* **#118-18** – Authorizing the Execution of an Amended Employment Agreement with Paul W. Morrison as Chief of Police for the Years 2018 through 2020
- \* **#119-18** – Approving Self-Examination of the 2018 Municipal Budget
- \* **#120-18** – Accepting the Resignation of Richard Templeton from the Environmental Commission
- \* **#121-18** – Appointing Alexander Balaban, Rupen Shah, Michael Connelly, and Donald Chin to the Roselle Park Green Team
- \* **#122-18** – Authorizing the Treasurer to Issue Two (2) Checks Totaling \$19,816.53 Payable to Two (2) Lien Holder on Two (2) Properties and Two (2) Checks Totaling

\$27,400.00 from the Tax Collector's Premium Account

- \* #123-18 – Appointing Kristen LoForte to the Position of Assistant Treasurer
- \* #124-18 – Appointing Kristen LoForte to the Position of Recreation Registration Collector
- \* # 125-18 – Waiving Parking Fees for the Municipal Lots on Chestnut Street for the Year 2018
- \* # 126-18 – Authorizing Change Order #1 to Panoramic Window and Door Systems, Inc. for the Project Roselle Park Library Window Replacement in the Amount of a \$5,000.00 decrease (a 13.85% decrease) to Reflect a Total Contract Amount of \$31,100.00
- \* # 127-18 – Authorizing Close Out of the Contract with Panoramic Window and Door Systems, Inc. for the Project Roselle Park Library Window Replacement
- \* # 128-18 – Introduction of the 2018 Municipal Budget

### **REPORTS OF DEPARTMENTS**

- Community Center Director's Report for February 2018
- Construction Official's Report for March 2018
- Police Chief's Report for March 2018
- Borough Clerk's Report for March 2018
- Mayoral Appointment(s) (No Confirmation from Council Required):  
None

### **WORKSHOP DISCUSSION**

#### Items Carried from Prior Meeting(s):

- Prohibiting Personal Service Businesses w/in 1000 ft. of Same (Councilwoman Negron)
- Vehicle Policy (Mayor Hokanson)
- Complete Streets Policy (Councilman DeIorio)
- Train Commuter Parking (Councilman DeIorio)

#### New Items:

- Killed in Action Flag (Mayor Hokanson)
- Post-Fire Permit Fees for 140 Butler Avenue (Mayor Hokanson)
- Shared Services: DPW Superintendent (Councilman Shipley)
- Organizing Borough Committees' Facebook Pages (Councilman Shipley)
- Transit Village (Mayor Hokanson)
- Summer Hours (Mayor Hokanson)
- Insurance Coverage for Little League (Councilman Petrosky)
- AARP Community Challenge Grant (Councilman Fahoury)
- Business Development (Councilman DeIorio)

- Purple Heart Parking (Councilman Fahoury)
- Government Action Day (Councilman Fahoury)
- Gay Pride Flag Raising Ceremony (Councilman Fahoury)
- Safe Kids Coalition Car Seat Inspections (Councilman DeIorio)
- Establishment of a Creative Team Per: Sustainable Jersey (Councilman DeIorio)

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

**EXECUTIVE (CLOSED) SESSION**

**ADJOURNMENT**

**NEXT REGULAR SCHEDULED MEETING OF THE MAYOR AND COUNCIL  
WILL BE HELD ON APRIL 19, 2018**

## ORDINANCES FOR SECOND READING

### ORDINANCE NO. 2519

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)	\$ 0.00
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.	

10-4 Fees for Recreation/Community Center – Continued	
<i>Recreation</i>	<i>Fee</i>
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
<b>Roselle Park Training Center (per season)</b>	
<b>Individual (3<sup>rd</sup> to 8<sup>th</sup> Grade)</b>	<b>\$ 40.00</b>
<b>Family (3 or more)</b>	<b>\$110.00</b>
<b>Special Circumstances</b>	<b>\$ 0.00</b>
<b>T-Shirt</b>	<b>\$ 8.00</b>
<b>Tank Top</b>	<b>\$ 15.00</b>
<b>Shorts</b>	<b>\$ 12.00</b>
Basketball	
Individual	\$ 45.00
Family (3 or more)	\$110.00
Basketball clinic	\$ 25.00
Special circumstances	\$ 0.00
Women's softball	
Team	\$325.00
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

10-4 Fees for Recreation/Community Center – Continued	
<i>Recreation</i>	<i>Fee</i>
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 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 for Non-Roselle Park Residents

Self-defense training	(which includes a \$50.00 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. 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.

ORDINANCE NO. 2520

AN ORDINANCE FIXING THE SALARIES OF  
CERTAIN OFFICIALS AND EMPLOYEES OF  
THE BOROUGH OF ROSELLE PARK IN THE  
COUNTY OF UNION, STATE OF NEW JERSEY  
FOR THE YEARS 2018 AND 2019

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

SECTION 1. The following named officials and employees of the Borough of Roselle Park shall be entitled to an annual salary as hereinafter set forth opposite each respective classification:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Animal Control Officer	\$5,000.00	\$20,000.00

SECTION 2. The salaries and wages herein fixed shall be effective May 1, 2018.

SECTION 3. The salaries and wages fixed pursuant to Section I shall be payable in twenty-six (26) equal installments or in such installments as may hereinafter be determined by resolution of the Governing Body. Said salaries shall be in lieu of all fees which may be collected by said officer or employee.

SECTION 4. All ordinances and parts of ordinances inconsistent with the terms hereof are repealed to the extent of such inconsistency.

SECTION 5. This ordinance shall take effect at the time and in the manner prescribed by law.

ORDINANCE NO. 2521

AN ORDINANCE AMENDING CHAPTER II, ARTICLE VI, "ADMINISTRATIVE POLICIES AND PROCEDURES" OF THE CODE OF THE BOROUGH OF ROSELLE PARK, INSERTING SECTION 2-62 TO BE ENTITLED "COMMUNITY ACCESS TELEVISION GUIDELINES"

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 "Administrative Policies and Procedures," of the Code of the Borough of Roselle Park be and hereby is amended so as to insert Section 2-62, currently reserved, to be entitled, "Community Access Television Guidelines," to read as follows:

SECTION 1.

2-632—2-65 RESERVED.

**2-62 COMMUNITY ACCESS TELEVISION GUIDELINES**

**3-62.1 Mission Statement & Purpose.**

- a. **Mission: Roselle Park Television, or "RPTV," is a local, not for profit television production studio and broadcast station owned and operated by the Borough of Roselle Park, New Jersey and provides public, educational and governmental programming to the residents of the Borough of Roselle Park. RPTV has been established to notify and distribute community programming and related information on Comcast Channel 34 and Verizon Channel 32. The programming format is local, educational and non-profit in nature, programming content relates to the community at-large. It provides diverse programming which informs, educates, and entertains. The programming content falls into the following categories: Community Events, Community Sports, Culture, Education, Government, Health & Human Service, Emergency Notifications, Public Safety and Religion. RPTV also provides a video bulletin board which airs notices to the public.**
- b. **Purpose: Primarily, RPTV serves the following functions:**
  1. **Recording of Regular Borough Council Meetings**
  2. **Recording of Special Events.**
  3. **Producing, Scheduling and Airing RPTV Programs.**
  4. **Establish technical standards for broadcast.**
  5. **Maintain broadcast & recording equipment.**

6. Maintain and update electronic bulletin board.

7. Air School District programming in coordination with Board of Education

**3-62.2 Operations.**

- a. RPTV functions as a department under the government of the Borough of Roselle Park, managed by the Borough's Broadcast Technician, and coordinated by the Borough Clerk's Office.
- b. All operational and content decisions are under sole jurisdiction of the Borough of Roselle Park as per the Federal Communications Commission (FCC), Cable Television Information Bulletin (Rev. May 2015) as cited below:

*"Public, Educational, and Governmental Access Channels ("PEG Channels")*

*Pursuant to Section 611 of the Communications Act, local franchising authorities may require cable operators to set aside channels for public, educational, or governmental ("PEG") use.*

*Public access channels are available for use by the general public. They are usually administered either by the cable operator or by a third party designated by the franchising authority.*

*Educational access channels are used by educational institutions for educational programming. Time on these channels is typically allocated among local schools, colleges and universities by either the franchising authority or the cable operator.*

*Governmental access channels are used for programming by local governments. In most jurisdictions, the local governments directly controls these channels.*

*PEG channels are not mandated by federal law, rather they are a right given to the franchising authority, which it may choose to exercise. The decision whether to require the cable operator to carry PEG channels is up to the local franchising authority. If the franchise authority does require PEG channels, that requirement will be set out in the franchise agreement between the franchising authority and the cable operator.*

*Franchising authorities may also require cable operators to set aside channels for educational or governmental use on institutional networks, i.e., channels that are generally available only to institutions such as schools, libraries, or government offices.*

*Franchising authorities may require cable operators to provide services, facilities, or equipment for the use of PEG channels.*

*In accordance with applicable franchise agreements, local franchising authorities or cable operators may adopt on their own, non-content-based rules governing the use of PEG channels. For example:*

*Rules may be adopted for allocating time among competing applicants on a reasonable basis other than the content of their programming. Minimum production standards may be required. Users may be required to undergo training.*

*Federal law permitted a cable operator to prohibit the use of a PEG channel for programming that contains obscene material, sexually explicit conduct, indecency, nudity, or material soliciting or promoting unlawful conduct. However, the U.S. Supreme Court determined that this law was unconstitutional. Therefore, cable operators may not control the content of programming on public access channels with the exception that the cable operator may refuse to transmit a public access program, or a portion of the program, which the cable operator reasonably believes contains obscenity.*

*PEG channel capacity that is not in use for its designated purpose may, with the franchising authority's permission, be used by the cable operator to provide other cable services. Franchising authorities are directed by federal law to prescribe rules governing when this use is permitted.*

*For additional information: Any questions or comments about PEG channels on a particular system should be directed to the cable operator or the local franchising authority, and not to the Federal Communications Commission. The name and telephone number of your franchising authority should appear on your cable bill, or should be available through your cable operator. With very limited exceptions, the Federal Communications Commission is not responsible for enforcing the federal statute governing PEG channels.”*

### **3-62.3 Rules.**

- a. RPTV shall air programs pertinent to the Roselle Park community.**
- b. Commercial or for profit programming or advertisements are prohibited.**
- c. Programs shall not consist of advertising, promotion of a particular commercial interest, or be produced as a profit-making venture.**
- d. Solicitation on behalf of any individual or organization (business, civic or other) is prohibited.**
- e. Any solicitation or appeals for funds are prohibited.**
- f. Advertisement by or on behalf of officially announced candidates for public office are prohibited.**
- g. Any material that is libelous, slanderous or an unlawful invasion of privacy are prohibited.**

- h. Airing of obscene or indecent material is prohibited.**
- i. The direct or indirect presentation of lottery information, gambling, or games of chance are prohibited.**
- j. Airing of prices on content are prohibited (example. donation or ticket prices on ads, in videos or flyers).**
- k. Local programming only, rebroadcast of movies or television are prohibited (except for Borough sponsored special programming or emergency rebroadcast).**
- l. Unauthorized copied works or copyrighted material are prohibited. (You must own or have the usage rights of any images, videos, clipart, audio clips or music).**
- m. FCC (Federal Communications Commission) and other federal and state regulations regarding copyright, obscenity, and privacy shall be adhered to. The Borough may enact additional Ordinances governing use and operations of RPTV and its facilities.**
- n. Borough-owned equipment and RPTV facilities shall only be used by qualified RPTV Production Team members as determined by the Broadcast Technician.**
- o. Borough-owned Equipment may only be used for the recording of approved events.**
- p. Borough-owned equipment shall not be available for use by the general public.**

#### **3-62.4 Independently Produced Programming.**

**An independently produced program is one that is produced by an individual or organization without the use of Borough equipment and/or was an event not scheduled for coverage by the RPTV. These programs must meet the technical standards outlined by the RPTV Broadcast Technician and posted to the Borough of Roselle Park official website.**

#### **3-62.5 Forms of Content Submissions.**

- a. All programming must be submitted, and shall have a deadline of, one (1) Month prior to the requested air date; giving the RPTV staff ample time to prepare the submission for broadcast. This shall include artwork, editing, review, and uploading to the broadcast equipment. All entries will run for up to a three (3) week period. Entries are on a “first come first serve” basis and will run if space is available on the schedule.**
- b. There are three (3) types of programming that can be submitted to RPTV for review:**
  - 1. Video (an actual video)**

2. **Bulletin Board (a flyer or text document)**
3. **Calendar (Event description and date)**

### **3-62.6 Content Approval.**

- a. **Content will be submitted and approved by the Roselle Park Community Access TV Broadcast Technician or Borough qualified designee. Per the Rules & Guidelines, all decisions, approvals, denials or appeals will be left to the sole discretion of the Roselle Park Community Access TV Broadcast Technician or designee.**
- b. **The Borough explicitly reserves the right to reject any submission, through its the Broadcast Technician or designee, for the following reasons:**
  1. **If the submission is not deemed compatible to the RPTV mission.**
  2. **If the submission violates any RPTV Rules or any Local, State or Federal Laws.**
  3. **If the submission is not pertinent to the Roselle Park Community.**
  4. **If the submission does not pass the technical standards approved by the RPTV Broadcast Technician.**
  5. **If the submission does not meet the RPTV Deadline of Thirty (30) Days.**

### **3-62.7 Authorization and Authority.**

**By submitting any material to the Roselle Park Community Access TV, the submitter gives the Borough of Roselle Park permission to broadcast and share it with the public, over TV, Internet, publications and other forms of social media. The submitter also understands that they may only submit material that they own or have the usage rights of or permissions for.**

**All Submitted content becomes the property of the Borough of Roselle Park and will be destroyed or deleted after airing. RPTV does not return submitted media or content.**

#### SECTION 2. Invalidation

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

#### SECTION 3. Inconsistent Ordinances Repealed.

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

#### SECTION 4. Captions.

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

#### SECTION 5. Effective Date.

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

## **ORDINANCES FOR INTRODUCTION**

### **ORDINANCE NO. 2522**

#### **AN ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK FOR CALENDAR YEAR 2018**

WHEREAS, the Local Government Cap Law, N.J.S. 40A:4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said 2018 budget to 2.5% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and,

WHEREAS, N.J.S.A. 40A:4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and,

WHEREAS, the Governing Body of the Borough of Roselle Park, in the County of Union, finds it advisable and necessary to increase its CY 2018 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

WHEREAS, the Governing Body hereby determines that a 3.5% increase in the budget for said year, amounting to \$133,645.96 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

WHEREAS, the Governing Body hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

NOW, THEREFORE, BE IT ORDAINED by the Governing Body of the Borough of Roselle Park, in the County of Union, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2018 budget year, the final appropriations of the Borough of Roselle Park shall, in accordance with this ordinance and N.J.S.A. 40A:4-45.14, be increased by 3.5%, amounting to \$467,760.86, and that the CY 2018 municipal budget for the Borough of Roselle Park be approved and adopted in accordance with this ordinance; and,

BE IT FURTHER ORDAINED, that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

### **ORDINANCE NO. 2523**

#### **AN ORDINANCE AMENDING CHAPTER VII, SECTION 7-10 OF THE CODE OF THE BOROUGH OF ROSELLE PARK ENTITLED, "TEMPORARY PROHIBITION FOR SNOW PLOWING AND REMOVAL"**

BE IT ORDAINED by the Mayor and Council of the Borough of Roselle Park, County of Union and State of New Jersey that Chapter VII, Section 7-10 of the Code of the Borough of Roselle Park, entitled "Temporary Prohibition for Snow Plowing and Removal" be and hereby is amended to read as follows:

##### **SECTION 1.**

7-10 TEMPORARY PARKING PROHIBITION FOR SNOW PLOWING AND REMOVAL.

a. Whenever snow has fallen and the accumulation is such that it covers the street or highway, an emergency shall exist and no vehicles shall be parked on the following streets or highways or portions thereof listed below.

The parking prohibitions listed below shall remain in effect after the snow has ceased, until the streets have been plowed significantly, and to the extent that parking will not interfere with the normal flow of traffic.

b. Any unoccupied vehicle parked or standing in violation of this section shall be deemed a nuisance and a menace to the safe and proper regulation of traffic and any Police Officer may provide for the removal of such vehicle. The owner shall pay the reasonable costs of the removal and storage which may result from such removal before regaining possession of the vehicle.

<i>Name of Street</i>	<i>Sides</i>	<i>Location</i>
Avon Street	East	Magie Avenue to East Westfield Avenue
Beechwood Avenue	Both	Between Amsterdam Avenue and Colfax Avenue
Chestnut Street (CR 627)	Both	Entire length
Clay Avenue	Both	Between Grant Avenue and Faitoute Avenue (CR 617)
	<b>South</b>	<b>Chestnut Street to Locust Street</b>
Colfax Avenue	Both	Between Chestnut Street (CR 627) and Laurel Avenue
Colfax Avenue	South	Between Laurel Avenue and South Side Valley Road
Columbus Place	West	West Clay to West Westfield Avenue
Faitoute Avenue (CR 617)	Both	Entire length
<b>Filbert Street</b>	<b>West</b>	<b>West Clay Avenue to West Webster Avenue</b>
Galloping Hill Road (CR 616)	Both	Entire length
Grant Avenue	Both	Entire length
Hawthorne Street	West	Between West Clay and West Westfield
Hazel Street	East	Between West Colfax Avenue and West Roselle Avenue
<b>Laurel Avenue</b>	<b>Both</b>	<b>Seaton Avenue to West Lincoln Avenue</b>
Lincoln Avenue	Both	Between Galloping Hill Road (CR 616) and Locust Street (CR 619)

	<b>South</b>	<b>Faitoute Avenue to Myrtle Avenue</b>
Locust Street (CR 619)	Both	Entire length
<b>Myrtle Avenue</b>	<b>West</b>	<b>West Webster Avenue to West Lincoln Avenue</b>
<b>Park Place</b>	<b>West</b>	<b>West Clay Avenue to West Webster Avenue</b>
Roosevelt Street	West	Between West Clay and West Westfield Avenue
Roselle Avenue	<del>Both</del> <b>West and North</b>	From Colfax Avenue, northerly and easterly to the westerly curblineline of Hazel Street
<b>Sheridan Avenue</b>	<b>West</b>	<b>East Clay Avenue to East Grant Avenue</b>
<b>Sherman Avenue</b>	<b>East</b>	<b>East Clay Avenue to East Grant Avenue</b>
Valley Road	Both	Between Westfield Avenue (Route NJ 28) and Amsterdam Avenue
Walnut Street	Both	Between Grant Avenue and Clay Avenue
<b>Webster Avenue</b>	<b>North</b>	<b>Locust Street to Laurel Avenue</b>
Westfield Avenue (Route NJ 28)	North and South	Between Elizabeth and Cranford City lines
Willis Avenue	Both	West Roselle Avenue south to dead end

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. 113-18**

WHEREAS, the Mandatory Source Separation and Recycling Act, P.L. 1987, c.102, has established a recycling fund from which tonnage grant may be made to municipalities in order to encourage local source separation and recycling programs; and

WHEREAS, it is the intent and the spirit of the Mandatory Source Separation and Recycling Act to use the tonnage grants to develop new municipal recycling programs and to continue and to expand existing programs; and

WHEREAS, the New Jersey Department of Environmental Protection has promulgated recycling regulations to implement the Mandatory Source Separation and Recycling Act; and

WHEREAS, the recycling regulations impose on municipalities certain requirements as a condition for applying for tonnage grants, including but not limited to, making and keeping accurate, verifiable records of materials collected and claimed by the municipality; and

WHEREAS, a resolution authorizing this municipality to apply for the 2017 Recycling Tonnage Grant will memorialize the commitment of this municipality to recycling and to indicate the assent of the Mayor and Council of the Borough of Roselle Park to the efforts undertaken by the municipality and the requirements contained in the Recycling Act and recycling regulations; and

WHEREAS, such a resolution should designate the individual authorized to ensure the application is properly completed and timely filed.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park that Roselle Park hereby endorses the submission of the Recycling Tonnage Grant application to the New Jersey Department of Environmental Protection and designates Donna L. Corrigan to ensure that the application is properly filed; and

BE IT FURTHER RESOLVED that the monies received from the Recycling Tonnage Grant be deposited in a dedicated Recycling Trust Fund to be used solely for the purpose of recycling.

### **RESOLUTION NO. 114-18**

WHEREAS, an emergent condition has arisen wherein the appropriations set forth in the 2018 temporary budget are insufficient to meet the financial obligations as set forth below and the payroll for municipal officers and employees; and,

WHEREAS, the permanent budget for the year 2018 has not yet been adopted; and,

WHEREAS, the total emergency temporary resolutions adopted in the year 2018 pursuant to the provisions of N.J.S.A.40A:4-20 including this resolution total \$17,931,376.85 and utility budget \$1,207,803.00.

NOW, THEREFORE, BE IT RESOLVED by not less than two-thirds (2/3) of all the members of the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey, affirmatively concurring that in accordance with the aforementioned statute the 2018 Temporary Budget be and the same is hereby amended to provide for an emergency temporary appropriation in the amount of \$11,817,735.55 and utility budget \$886,244.96, said appropriations as follows:

(SEE NEXT PAGES)

<u>APPROPRIATIONS</u>	<u>SALARIES &amp; WAGES</u>	<u>OTHER EXPENSES</u>
Mayor and Council	\$ 43,483.00	\$ 8,112.50
Municipal Clerk	\$ 184,594.75	\$ 63,111.56
Economic Business Development	\$ 45,000.00	\$ 1,000.00
Financial Administration	\$ 220,589.61	\$ 25,812.50
Audit Services	\$ -	\$ 32,049.69
Assessment of Taxes	\$ 15,277.81	\$ 4,166.87
Revenue Administration	\$ 17,278.02	\$ 11,800.00
Liquidation of Tax Title Liens	\$ -	\$ -
Legal Services & Costs	\$ -	\$ 51,625.00
Human Resources	\$ -	\$ 22,125.00
Tax Appeals	\$ -	\$ 29,500.00
Municipal Prosecutor's Office	\$ -	\$ 1,917.84
Engineering Services & Costs	\$ -	\$ 15,487.50
Buildings & Grounds	\$ -	\$ 95,875.00
Planning Board	\$ -	\$ -
Municipal Land Use Board	\$ 1,838.44	\$ 11,062.50
Board of Adjustment	\$ -	\$ -
Employee Group Insurance	\$ -	\$ 1,243,762.50
Health Benefits Waiver	\$ -	\$ 67,937.50
Liability Insurance	\$ -	\$ 551,150.00
Workers Compensation Insurance	\$ -	\$ (125,475.00)
Other Public Works Functions	\$ -	\$ -
Fire	\$ 31,933.00	\$ 65,847.69
Supplemental Fire Services	\$ -	\$ -
Fire Protection	\$ 12,195.56	\$ 2,253.75
Police	\$ 2,693,675.45	\$ 210,230.62
Traffic Control (Schools)	\$ 197,814.21	\$ 11,210.00
Aid to Volunteer Ambulance Company	\$ -	\$ (3,399.38)
Office of Emergency Management	\$ 6,528.56	\$ 10,693.75
Maintenance of Vehicles	\$ -	\$ 95,875.00
Streets & Roads Maintenance	\$ 704,407.19	\$ 62,687.50
Solid Waste Disposal Costs	\$ -	\$ 272,812.50
Solid Waste Collection	\$ -	\$ 379,000.00

<u>APPROPRIATIONS</u>	<u>SALARIES &amp; WAGES</u>	<u>OTHER EXPENSES</u>
Recycling	\$ 3,048.44	\$ 285,137.50
Recycling Tax	\$ -	\$ 1,106.25
Board of Health	\$ 3,460.56	\$ 105,876.29
Animal Control	\$ -	\$ (1,319.06)
Community Alliance Program	\$ -	\$ -
Recreation Services	\$ 3,000.25	\$ 14,282.50
Maintenance of Parks	\$ -	\$ -
Celebration of Public Events	\$ -	\$ 26,125.00
Youth Center	\$ -	\$ 53,100.00
Community Center	\$ 35,080.25	\$ 10,800.94
Historical Sites Office	\$ -	\$ 7,375.00
Senior Citizen Activities	\$ -	\$ -
Environmental Services	\$ -	\$ -
State Uniform Construction Code	\$ 248,720.81	\$ 12,055.00
Shuttle Bus	\$ -	\$ -
Union County S.L.A.P. Program	\$ -	\$ -
Municipal Services Act	\$ -	\$ -
Farmers Market	\$ 2,829.56	\$ 1,106.25
Compensated Absences	\$ 96,712.50	\$ -
Utilities:		
Street Lighting	\$ -	\$ 164,125.00
Fire Hydrant Service	\$ -	\$ 89,975.00
Cable TV 34	\$ -	\$ 11,062.50
Telephone	\$ -	\$ 74,850.00
Electricity	\$ -	\$ 71,912.50
Water	\$ -	\$ 24,750.00
Natural Gas	\$ -	\$ 29,500.00
Gasoline	\$ -	\$ 69,812.50
Contingent	\$ -	\$ 1,475.00
Contribution to:		
PERS	\$ -	\$ 211,870.82
DCRP	\$ -	\$ 10,900.00
Social Security (OASI)	\$ -	\$ 213,705.00
Consolidated PFRS	\$ -	\$ -
PFRS	\$ -	\$ 664,872.24
State Unemployment Insurance	\$ -	\$ 44,250.00
Municipal Court	\$ 167,985.44	\$ 10,236.50
Public Defender	\$ -	\$ 3,031.25
Maintenance of Free Public Library	\$ -	\$ 298,687.50
Police Dispatch/"911"	\$ 60,276.25	\$ 19,246.25
PEOSHA Act/Board of Health	\$ -	\$ -
L.O.S.A.P. Program	\$ -	\$ 46,646.87
Snow Emergency	\$ -	\$ -
COAH - Fair Housing	\$ -	\$ 66,375.00
Matching Funds For Grants	\$ -	\$ -
Municipal Alliance Program	\$ -	\$ 18,582.00
Municipal Alliance Program Match	\$ -	\$ 4,645.00

<u>APPROPRIATIONS</u>	<u>SALARIES &amp; WAGES</u>	<u>OTHER EXPENSES</u>
Clean Communities Grant	\$ -	\$ -
Safe and Secure Grant	\$ -	\$ 60,000.00
Safe and Secure Grant Match	\$ -	\$ 251,306.00
Drunk Driving Enforcement Fund Grant	\$ -	\$ -
Union County Recycling Enhancement Grant	\$ -	\$ -
Body Armor Grant	\$ -	\$ -
Recycling Tonnage Grant	\$ -	\$ 11,505.69
Capital Improvement Fund	\$ -	\$ 73,750.00
Bond Principal	\$ -	\$ -
Interest on Bonds	\$ -	\$ -
Green Trust Loan Program	\$ -	\$ -
Reserve for Uncollected Taxes	\$ -	\$ 741,055.21
Deficit in Dedicated Trust Assessment	\$ -	\$ -
<b>Total Current Fund</b>	<b>\$ 4,795,729.66</b>	<b>\$ 7,022,005.89</b>
<b><u>Sewer Utility Budget</u></b>		
<u>APPROPRIATIONS</u>	<u>SALARIES &amp; WAGES</u>	<u>OTHER EXPENSES</u>
Joint Meeting Sewer	\$ -	\$ 517,235.22
Rahway Valley Sewerage Authority	\$ -	\$ 278,697.24
Operations	\$ -	\$ 82,937.50
PERS	\$ -	\$ -
Social Security	\$ -	\$ -
Unemployment Compensation Insurance	\$ -	\$ -
Capital Outlay	\$ -	\$ 3,687.50
Maintenance of Vehicles	\$ -	\$ 3,687.50
Bond Principal	\$ -	\$ -
Interest on Bonds	\$ -	\$ -
<b>Total Sewer Utility</b>	<b>\$ -</b>	<b>\$ 886,244.96</b>

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

TITLE OF JOB: Roselle Park Library ADA Accessible Entrance Ramp Improvements

CONTRACTOR: Berto Construction, Inc.

CHANGE ORDER N<sup>o</sup>: 1

AMOUNT OF CHANGE THIS RESOLUTION: \$6,216.09 (13.64% Increase) for an updated contract amount of \$51,792.09; and,

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

RESOLUTION NO. 116-18

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 individuals as Part-Time Covering Licensed Sub-Code Inspectors to the Department of Code Enforcement effective April 6, 2018:

<u>Name</u>	<u>Address</u>	<u>Position(s)</u>	<u>Hourly Rate</u>
Steve Paterson	3233 Kickapoo Avenue Point Pleasant Borough, NJ 08742	Fire Inspector	\$ 35.00
Tim Dolan	29 John Street Cranford, NJ 07016	Electrical Inspector	\$ 35.00

RESOLUTION NO. 117-18

WHEREAS, in order to maintain and expand the services offered to the residents of the Borough of Roselle Park, the governing body wishes to designate and formally appoint a qualified Animal Control Officer as a municipal employee.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that Alexander Balaban of 2535 Audrey Terrace, Union, New Jersey 07083 be and is hereby appointed to the position of Animal Control Officer of the Borough of Roselle Park at a starting salary of \$7,500.00 per annum, effective May 1, 2018 until a successor is appointed and qualified; and,

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are authorized to sign the attached employment agreement on behalf of the Borough effectuating the terms of Alexander Balaban's employment as Animal Control Officer.

EMPLOYMENT AGREEMENT  
ANIMAL CONTROL OFFICER

This Employment Agreement (hereinafter, "Agreement") is made this \_\_\_ day of April, 2018, by and between THE BOROUGH OF ROSELLE PARK (hereinafter, the "Borough") and ALEXANDER

BALABAN of 2535 Audrey Terrace, Union, New Jersey 07083 (hereinafter, "Balaban" or "Employee"). (Borough and Employee are herein collectively referred to as the "Parties").

WITNESSETH

WHEREAS, the Borough wishes to have Balaban serve as Animal Control Officer for the Borough of Roselle Park, and Balaban wishes to serve in this position; and,

WHEREAS, the Parties wish to memorialize the terms of employment in this Agreement.

NOW, THEREFORE, in consideration of the promises set forth herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Term and Salary.

Subject to the passage of a hiring Resolution by the Mayor and Council of the Borough, Employee shall serve as the Borough's Animal Control Officer and perform any other ancillary duties which may be required from time to time. This Agreement is effective May 1, 2018 as authorized by the Mayor and Council of the Borough.

Upon the effective date as captioned herein, Employee shall receive a salary of seven thousand five-hundred dollars (\$7,500.00) per annum, to be paid in the same manner which the Borough pays all of its employees. Adjustments to his salary shall be consistent with those encompassed in the collective bargaining agreement between the Borough and the Clerical Bargaining Group as periodically amended and negotiated.

2. Duties.

Employee agrees to perform, to the best of his ability, all duties of Animal Control Officer as set forth in N.J.S.A. 4:19-15.16 et. seq. and hold all certificates required for that position and as set forth in the applicable New Jersey State Statutes, New Jersey State Administrative Code, New Jersey Department of Health Rules, and all rules, regulations, other policies, Resolutions, and Ordinances adopted by the Borough, or any other duties as directed by the Mayor and Council. Failure to hold appropriate certification shall be cause for immediate termination.

3. Sick, Holidays, Vacation and Personal Days.

Employee shall not be entitled to any paid time off during his course of employment.

4. Hours of Work and Overtime.

Employee shall not have set working hours. Employee shall be considered part-time for the purpose of benefit eligibility determination, and shall work the hours needed to fulfill all duties and responsibilities of his position within a timely and efficient manner.

Employee is a bona fide executive employee, and is therefore expressly exempt from, and therefore, not entitled to overtime payments or receipt of compensatory time under the Fair Labor Standards Act and regulations.

5. Health Insurance.

Employee shall not be entitled to Health Benefits provided by the Borough of Roselle Park due to part-time employment status with the Borough of Roselle Park.

6. Resignation.

Employee will provide a minimum of thirty (30) days advance written notice of his intent to resign. If mutually acceptable, the Borough and Balaban 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.

7. Termination.

Except as otherwise provided in this Agreement, Balaban's employment shall terminate the earliest to occur of the dates specified below:

- a. The close of business on the date of Employee's death.
- b. The close of business on an early termination date mutually agreed to in writing by the Borough and Employee.
- c. The close of business on the day on which the Borough shall have delivered to Employee a written notice of the Borough's election to terminate his employment for "Cause", which is defined as:
  - i. Gross negligence by Employee with regard to the Borough where it results in material detriment to the Borough;
  - ii. Substantial and continuing refusal by Employee to perform the duties required of his hereunder (other than any such failure to resulting from incapacity due to physical or mental illness);
  - iii. Employee being charged or convicted of a felony or pleading *nolo contendere* to a felony;
  - iv. Loss of his license to work.

With regard to subparagraphs (i) and (ii) herein, Employee shall be given thirty (30) days written notice prior to termination to cure any defect, wrongdoing, or item which the Borough has considered Cause to terminate his employment.

- d. The close of business on the day on which the Borough shall have delivered to Employee 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 Employee'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 Employee 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 Employee for a second opinion to a doctor of its choosing, at the Borough's expense. Should the Borough's doctor disagree with Employee'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.

- e. The close of business on the thirtieth (30<sup>th</sup>) day following Employee having provided written notification of his intent to voluntarily resign, unless the Borough and Employee agree to an earlier termination date.

8. Modification.

The agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both Parties.

9. Severability.

If, during the term of this Agreement, it is found that a specific clause of this Agreement is illegal, the remainder of the Agreement is not affected by such a ruling and shall remain in full force and effect.

10. Choice of Law.

New Jersey State Law shall govern this contract, excluding its conflict of law and choice of law principles.

11. Entire Agreement.

This agreement contains and constitutes the entire understanding and agreement between the Parties hereto respecting the subject matter hereof and supersedes and cancels all previous negotiations, agreements, commitments and writings in connection herewith. This Agreement cannot be released, discharged, abandoned, supplemented, changed or modified in any manner, orally or otherwise, except by an instrument in writing of concurrent or subsequent date signed by a duly authorized officer or representative of each of the Parties hereto.

12. Termination.

The Borough may terminate this agreement at any time, with or without cause, upon ten (10) days written notice to Employee, or as otherwise may be required by an appropriate State agency. Employee may terminate this Agreement at any time, with or without cause or reason, by providing the Borough with thirty (30) days written notice.

13. Renewal.

There is a stipulation and understanding by and between the Parties that the terms, conditions and benefits enumerated herein shall automatically renew until a new agreement is reached between the Parties.

IN WITNESS WHEREOF, the Borough has hereunto cause this instrument to be executed by its proper corporate officers and its corporate seal to be hereunto affixed and Balaban has hereunto set her hand the day and year as written below:

WHEREAS, an employment agreement dated December 31, 2007 exists between the Borough of Roselle Park and Police Chief Paul W. Morrison; and,

WHEREAS, the governing body and Paul W. Morrison mutually wish to amend the terms of said employment agreement.

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 employment agreement as amended and supplemented between Paul W. Morrison and the Borough of Roselle Park be and is hereby approved to reflect the attached terms and conditions; and,

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are authorized to sign the foregoing agreement on behalf of the Borough of Roselle Park.

#### AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 2018, between the Borough of Roselle Park, a municipality organized and existing within the County of Union, State of New Jersey, hereinafter referred to as the "Borough" and Paul W. Morrison, who is the Borough of Roselle Park Police Chief, and hereinafter referred to as the "Chief" for the calendar years ~~2008, 2009, and 2010~~ **2018, 2019 and 2020**.

WHEREAS, the parties have conducted negotiations for the purpose of inducing the Chief ~~to accept~~ **to continue to serve in** the position of employment as the Chief of Police and establishing explicit terms of service to be rendered between the Borough and the Chief; 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.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties 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 ~~upon his being sworn in~~, will also be responsible for the operation of the Borough's Office of Emergency Management and, in doing so, will be OEM Coordinator for the Borough of Roselle Park ~~unless he and the Borough deem it should be delegated to another~~; and,

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

#### COMPENSATION

The base salary for the Chief shall be ~~\$107,000.00 for the calendar year 2008~~ **\$135,110.13 for the calendar 2018**. He will also receive all benefits offered to the Superior Officers under their contract with the Borough and, beginning January 1, ~~2009~~**2018 and there forward**, all increments offered as well. The Chief shall receive an annual salary increase over his prior year's salary as provided for herein: **In 2019 the Chief's compensation shall be increased to \$137,812.34**. 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 Council Liaison to the Police Department.

**Upon retirement, the Chief shall be entitled to be paid for any unused 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, ~~2008~~**2018** 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 ~~nineteen (19)~~ **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 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 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.

#### UPON RETIREMENT - UNUSED VACATION

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.

#### 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 ~~retirees~~ **retired chiefs** of the Roselle Park Police Department ~~as of the date of his retirement~~, the cost of which shall be borne entirely by the Borough. Upon the death of the Chief, the surviving spouse and un-emancipated 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 ~~retirees~~ **retired chiefs** of the Police Department.

#### 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.

#### RETENTION OF BENEFITS 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 Council 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, ~~consistent with the applicable terms and conditions then in effect in the collective bargaining agreement between the Borough and the Roselle Park Superior Officers Bargaining Unit.~~

#### MISCELLANEOUS PROVISIONS

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

**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.**

**Reimbursement for conferences/seminars shall be limited to those held in the State of New Jersey as permitted by the adopted annual budget.**

DURATION

This document shall be construed as an employment agreement with a commencement date of January 1, ~~2008~~**2018** and a termination date of December 31, ~~2010~~**2020**.

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.

RESOLUTION NO. 119-18

APPROVING SELF-EXAMINATION OF THE 2018 MUNICIPAL BUDGET

WHEREAS, N.J.S.A. 40A:4-78b has authorized the Local Finance Board to adopt rules that permit municipalities in sound fiscal condition to assume the responsibility, normally granted to the Director of the Division of Local Government Services, of conducting the annual budget examination; and,

WHEREAS, N.J.A.C. 5:30-7 was adopted by the Local Finance Board on February 11, 1997; and,

WHEREAS, pursuant to N.J.A.C. 5:30-7.2 through 7.5, the Borough of Roselle Park has been declared eligible to participate in the program by the Division of Local Government Services, and the Chief Financial Officer has determined that the local government meets the necessary conditions to participate in the program for the 2018 budget year.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that in accordance with N.J.A.C. 5:30-7.6a & 7.6b and based upon the Chief Financial Officer's certification, the governing body has found the budget has met the following requirements:

1. That with reference to the following items, the amounts have been calculated pursuant to law and appropriated as such in the budget:
  - a. Payment of interest and debt redemption charges
  - b. Deferred charges and statutory expenditures
  - c. Cash deficit of preceding year
  - d. Reserve for uncollected taxes
  - e. Other reserves and non-disbursement items
  - f. Any inclusions of amounts required for school purposes.
2. That the provisions relating to limitation on increases of appropriations pursuant to N.J.S.A. 40A:4-45.2 and appropriations for exceptions to limits on appropriations found at N.J.S.A. 40A:4-45.3 et seq., are fully met (complies with CAP Law).
3. That the budget is in such form, arrangement, and content as required by the Local Budget Law and N.J.A.C. 5:30-4 and 5:30-5.
4. That pursuant to the Local Budget Law:
  - a. All estimates of revenue are reasonable, accurate and correctly stated,
  - b. Items of appropriation are properly set forth
  - c. In itemization, form, arrangement and content, the budget will permit the exercise of the comptroller function within the municipality.
5. The budget and associated amendments have been introduced and publicly advertised in accordance with the relevant provisions of the Local Budget Law, except that failure to meet the deadlines of N.J.S.A. 40A:4-5 shall not prevent such certification.
6. That all other applicable statutory requirements have been fulfilled; and,

BE IT FURTHER RESOLVED that a copy of this resolution will be forwarded to the Director of the Division of Local Government Services upon adoption.

RESOLUTION NO. 120-18

BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey hereby accept the resignation of Richard Templeton from the Environmental Commission effective March 30, 2018.

RESOLUTION NO. 121-18

WHEREAS, the Mayor and Council of the Borough of Roselle Park adopting Resolution 108-18 establishing a Green Team and setting forth membership of the same; and,

WHEREAS, the Mayor and Council of the Borough of Roselle Park wishes add to the membership roster for the same Green Team.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that in furtherance of the objectives and goals set forth in Resolution 108-18, the Borough's Roselle Park's Green Team roster be updated to reflect the following (**bold text** reflects additions):

NAME	ADDRESS	POSITION / AFFILIATION
Frank Brugal	50 Warren Avenue, Roselle Park, NJ 07204	Resident
Lina Crincoli	516 E. Grant Avenue, Roselle Park, NJ 07204	Resident / Artist
Joseph DeIorio	824 Larch Street, Roselle Park, NJ 07204	Councilman
William Fahoury	812 Hamilton Place Roselle Park, NJ 07204	Councilman
Jaclyn Flatley	211 East Clay Avenue, Roselle Park, NJ 07204	Resident / Volunteer
Jessica Johns	812 Hamilton Place, Roselle Park, NJ 07204	Resident
Robert Krahnert	337 Minute Arms Road, Union, NJ 07083	DPW Assistant Superintendent
Daniel LaPorte	125 Dalton St., Apt.2 Roselle Park, NJ 07204	Environmental Commission
Michele LoManto	28 E. Grant Avenue, Roselle Park, NJ 07204	Clean Communities Coordinator
Jayne Lynn Negron	117 E. Westfield Ave., Apt.3-B, Roselle Park	Councilwoman
Jackie Nolot	125 Dalton St., Apt. 2 Roselle Park, NJ 02704	Environmental Commission
Ellen Margarita	111 E. Clay Avenue, Roselle Park, NJ 07204	Girl Scouts of America
Pam Reinoso	335 Pershing Avenue, Roselle Park, NJ 07204	Arts Committee
Sean Ryan	525 Locust Street, Roselle Park, NJ 07204	Landscape Architect
Arnulfo Toro	121 Bender Avenue, Roselle Park, NJ 07204	Resident / Permaculture
Saul Qersdyn	150 Berwyn Street, Roselle Park, NJ 07204	Diversity Committee
<b>Alexander Balaban</b>	<b>2535 Audrey Terrace, Union, NJ 07083</b>	<b>Animal Control Officer</b>
<b>Rupen Shah</b>	<b>110 Grove Street, Roselle Park, NJ 07204</b>	<b>Community Center Director</b>
<b>Donald Chin</b>	<b>34 W. Roselle Ave., Roselle Park, NJ 07204</b>	<b>Boy Scouts of America</b>
<b>Michael Connelly</b>	<b>290 W. Clay Avenue, Roselle Park, NJ 07204</b>	<b>Councilman</b>

**RESOLUTION NO. 122-18**

BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that the Tax Collector hereby authorizes the Treasurer to issue two (2) checks totaling \$19,816.53 payable to two (2) lien holders on two (2) properties; and,

BE IT FURTHER RESOLVED that two (2) checks be issued in the total amount of \$27,400.00 from the Tax Collector’s Premium Account.

BOROUGH OF ROSELLE PARK TAX COLLECTOR ANALYSIS OF LIEN REDEMPTIONS 4/5/2018															
	TSC#	BLOCK	LOT	QUAL.	PREMIUM	TOTAL AMOUNT REDEEMED	CERTIFICATE AMOUNT	REDEMPTION PENALTY PERCENTAGE	INTEREST ON CERTIFICATE DATE 4/5/2018	SEARCH FEE	RECORDING FEE	SUBSEQUENT TAXES PAID	INTEREST ON SUBSEQUENTS TO 4/5/2018	6% INTEREST PENALTY	LEGAL FEES
MAS CAPITAL	15-038	906	39		\$ 1,500.00	\$ 1,997.93	\$ 248.79	\$ 4.98		\$ 12.00	\$ 43.00	\$ 1,326.15	\$ 363.01		
US BANK CUST/ACT LIEN HOLDING INC	17-012	906	40		\$ 25,900.00	\$ 17,818.60	\$ 5,210.09	\$ 208.40		\$ 12.00	\$ 53.00	\$ 11,654.69	\$ 680.42		
					\$ -	\$ -	\$ -	\$ -							
					\$ -	\$ -	\$ -	\$ -							
<b>TOTAL</b>					\$ 27,400.00	\$ 19,816.53	\$ 5,458.88	\$ 213.38	\$ -	\$ 24.00	\$ 96.00	\$ 12,980.84	\$ 1,043.43	\$ -	\$ -

**RESOLUTION NO. 123-18**

WHEREAS, in order to maintain operational efficiencies and the services offered to the residents of the Borough of Roselle Park, the governing body wishes fill the currently vacant position of Assistant Treasurer.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that Kristen LoForte of 639 Fairfield Avenue, Kenilworth, New Jersey 07033 be and is hereby appointed to the position of Assistant Treasurer of the Borough of Roselle Park effective April 9, 2018 at the current salary of \$50,000.00 per annum, and \$51,000.00 effective January 1, 2019; and,

BE IT FURTHER RESOLVED that the Mayor is authorized to sign the attached employment agreement on behalf of the Borough effectuating the terms of Kristen Loforte’s employment as Assistant Treasurer.

**EMPLOYMENT AGREEMENT ASSISTANT TREASURER**

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 Kristen LoForte, who resides at, 639 Fairfield Avenue, Kenilworth, New Jersey 07033

WHEREAS, on, April 5, 2018 the Borough’s Governing Body appointed Kristen LoForte, to the position of Assistant Treasurer effective April 9, 2018.

WHEREAS, the Borough and Kristen LoForte, desire to set forth all of the terms and conditions of Kristen LoForte’s employment as the Borough’s Assistant Treasurer in this Agreement.

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

1. Reporting Structure. Kristen LoForte shall report directly to the Chief Financial Officer.

Responsibilities. Kristen LoForte will perform all of the duties and responsibilities of the Assistant Treasurer as set forth in Roselle Park Borough Code, §2-12 and *N.J.S.A.49A:9-141 thru 145*, et seq., which are incorporated into this Agreement by reference

2. Working Hours. Kristen LoForte 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, Kristen LoForte's regular work schedule will be 8:30 a.m. to 4:30 p.m. Kristen LoForte will be available at other times as needed and understands that the fulfillment of her responsibilities will require working outside of the regular work schedule. Kristen LoForte 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 Kristen LoForte with additional compensation for attendance at these meetings or for work performed outside of the regular work schedule. There will be a six month probationary period.
3. Annual Salary. The Borough agrees to pay an annual base salary of Fifty Thousand Dollars (\$50,000.00) and to provide adjustments in future years in accordance with *N.J.S.A. §40A:9-165*.
4. No Eligibility for Overtime. Kristen LoForte is not eligible for overtime compensation or compensatory time. However, with permission from Mayor and Council, Kristen LoForte may be permitted to utilize excessive work hours as a means of time off.
5. Borough Policies. Kristen LoForte understands and agrees that she 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.
6. 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. Kristen LoForte 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").
7. Notification of Absence. Kristen LoForte will provide the Chief Financial Officer 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 Kristen LoForte will provide notice of her absence as soon as practicable.
8. Benefits. Kristen LoForte shall receive fifteen (15) days per year vacation time. She will also receive 15 holidays, 3 personal time days and 15 sick leave days equal to the most generous holidays, personal time, and sick leave provided in the clerical worker's collective bargaining agreement. Upon mutual agreement of the parties, Kristen LoForte may receive additional benefits deemed appropriate for someone at her level, with her years of experience, and her proven dedication to the Borough.

9. Accumulated Sick Time. Kristen LoForte shall be entitled to sell her 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.
10. Retirement. Upon Kristen LoForte attaining fifteen (15) years of service with the Borough and having reached the age of sixty-five (65), she will be entitled to receive Borough paid for major medical insurance and prescription program insurance, unless Kristen LoForte is receiving similar benefits from another employer, a former employer or another source on a non-contribution basis. Kristen LoForte will be responsible to contribute pursuant to State law.
11. Worker's Compensation. The Borough will provide Kristen LoForte with worker's compensation insurance in accordance with established state regulations.
12. Resignation. Kristen LoForte will provide a minimum of thirty (30) days advance written notice of her intent to resign. If mutually acceptable, the Borough and Kristen LoForte 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.
13. Termination. Except as otherwise provided in this Agreement, Kristen LoForte's employment shall terminate the earliest to occur of the dates specified below:
  - a. The close of business on an early termination date mutually agreed to in writing by the Borough and Kristen LoForte.
  - b. The close of business on the day on which the Borough shall have delivered to Kristen LoForte a written notice of the Borough's election to terminate her employment for "Cause", which is defined as:
    - i. Gross negligence by Kristen LoForte with regard to the Borough where it results in material detriment to the Borough;
    - ii. Kristen LoForte being charged or convicted of a felony or pleading *nolo contendere* to a felony;
  - c. The close of business on the day on which the Borough shall have delivered to Kristen LoForte a written notice of the Borough's election to terminate her employment because of disability, where no reasonable accommodation was possible. Disability shall be defined as Kristen LoForte's inability to substantially perform her material duties for an aggregate of one hundred and twenty (120) days in any six (6) month period. Should Kristen LoForte wish to challenge the termination based on disability, she must present a doctor's note indicating her 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 Kristen LoForte for a second opinion to a doctor of its choosing, at Borough expense. Should the Borough's doctor disagree with Kristen LoForte'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.
  - d. The close of business on the thirtieth day following Kristen LoForte having provided written notification of her intent to voluntarily resign, unless the Borough and Kristen LoForte agree to an earlier termination date.

14. Residency. The Borough is not going to require Kristen LoForte to become a resident of the Borough at any time during her employment as Assistant Treasurer.
15. Defense. The Borough shall defend, hold harmless and indemnify Kristen LoForte 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 her duties, including any action which might commence or continue after her retirement, resignation or termination. The Borough shall not defend, hold harmless or indemnify Kristen LoForte where she was acting outside the scope of her responsibilities or engaged in willful or gross misconduct.
16. Entire Agreement. This Agreement sets forth the entire agreement between the parties, fully supersedes any and all prior agreements or understandings between the parties, and many not be modified orally. Either party may seek to terminate or amend this Agreement. All amendments to this Agreement must be in writing signed by the Borough, through its Governing Body, and Kristen LoForte.
17. 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.
18. Outside Employment. Outside employment must be secondary to Borough work. However, Kristen LoForte 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. Kristen LoForte must obtain the written approval of the Mayor before accepting any outside employment.
19. Confidential Information. Confidential Information is technical or business information of the Borough discovered, invented, authored or acquired by Kristen LoForte during her employment with the Borough and not generally known to the public. Kristen LoForte recognizes and acknowledges that Confidential Information, which Kristen LoForte will become knowledgeable of as an employee of the Borough, are valuable, special and unique aspects of the Borough. Accordingly, during Kristen LoForte's employment and for an unlimited period following the termination of her employment with the Borough, whether termination is voluntary or involuntary, and regardless of the reason, Kristen LoForte shall not, without the express written consent of the Borough, directly or indirectly, by Kristen LoForte 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.
20. 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 Kristen LoForte in connection with her 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.
21. 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.

22. 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.
23. Survival of Obligations. The obligations in this Agreement shall continue after termination of the Kristen LoForte's employment, regardless of the reason for termination.
24. Seminars, Conferences and Training. The Borough will permit Kristen LoForte to use a reasonable amount of time to attend seminars, conferences and training programs. Kristen LoForte may also participate in professional associations. The Borough agrees to pay for dues for membership in the professional associations. The Borough will also pay for Kristen LoForte to attend seminars and conferences which are necessary for her job functions. Should Kristen LoForte enroll in a training program and leave the Borough within three (3) years of her training program for any reason, she will be obligated to reimburse the Borough for the costs of such training program.

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

RESOLUTION NO. 124-18

BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that Kristen LoForte of 639 Fairfield Avenue, Kenilworth, New Jersey 07033 be and is hereby appointed to the position of Recreation Registration Collector, effective April 9, 2018, at the salary of \$1,082.43 per annum.

RESOLUTION NO. 125-18

BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey, that the parking meter fees for the two municipal parking lots on Chestnut Street will be waived for the year 2018.

RESOLUTION NO. 126-18

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

TITLE OF JOB: Roselle Park Library Window Replacement

CONTRACTOR: Panoramic Window and Door Systems, Inc.

CHANGE ORDER N<sup>o</sup>: 1

AMOUNT OF CHANGE THIS RESOLUTION: \$5,000.00 (13.85% Decrease) for an updated contract amount of \$31,100.00; and,

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

RESOLUTION NO. 127-18

BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that the contract for the project: Roselle Park Library Window Replacement was constructed by Panoramic Window and Door Systems, Inc., 712 Sergeantsville Road, Stockton, NJ 08559, in accordance with the Plans and Specifications and any approved Change Orders, as directed by the Borough Engineer; the contractor having supplied a 25% Guarantee Bond No. 602-113104-9M for a period of two (2) years from December 1, 2017; the said construction is hereby accepted, the contract closed, and final payment in the amount of Thirty-One Thousand One-Hundred dollars and Zero Cents (\$31,100.00) is hereby approved.

RESOLUTION NO. 128-18

BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey, that the following statements of revenues and appropriations shall constitute the Municipal Budget for the year 2018; and,

BE IT FURTHER RESOLVED that said Budget be published in the Union County Local Source in the issue of April 19, 2018; and,

BE IT FURTHER RESOLVED that that the governing body of the Borough of Roselle Park does hereby approve the following as the budget for the year 2018; and,

BE IT FURTHER RESOLVED that notice is hereby given that the Budget and Tax Resolution is approved by the governing body of the Borough of Roselle Park, County of Union, on April 5, 2018; and a hearing on the Budget and Tax Resolution will be held at the Municipal Building on May 3, 2018 at 7:00 p.m. at which time and place objections to said Budget and Tax Resolution for the year 2018 may be presented by taxpayers or other interested persons.

(SEE NEXT PAGE FOR SUMMARIES)

**2018 Municipal Budget  
of the Borough of Roselle Park, County of  
Union for the Fiscal Year 2018.**

Revenue and Appropriation Summaries

Summary of Revenues	Anticipated	
	2018	2017
1. Surplus	1,620,000.00	1,550,000.00
2. Total Miscellaneous Revenues	2,237,014.07	2,283,247.39
3. Receipts from Delinquent Taxes	460,000.00	460,000.00
4. a) Local Tax for Municipal Purposes	13,252,155.12	13,034,370.97
c) Minimum Library Tax	368,807.66	367,362.73
Total Amount to be Raised by Taxes for Support of Municipal Budget	13,620,962.78	13,401,733.70
Total General Revenues	17,937,976.85	17,694,981.09

Summary of Appropriations	2018	Final
	Budget	Budget
1. Operating Expenses: Salaries and Wages	6,362,749.00	5,973,191.00
Other Expenses	6,821,254.69	7,118,266.62
2. Deferred Charges and Other Appropriations	1,532,430.00	1,401,655.00
3. Capital Improvements	100,000.00	100,000.00
4. Debt Service (Include for School Purposes)	2,118,911.16	2,105,385.47
5. Reserve for Uncollected Taxes	1,002,632.00	996,483.00
Total General Appropriations	17,937,976.85	17,694,981.09
Total Number of Employees - Full Time and Part time	162	164

2018 Sewer Utility Budget

Summary of Revenues	Anticipated	
	2018	2017
1. Surplus		
2. Miscellaneous Revenues	1,207,803.00	1,224,983.00
3. Deficit (General Budget)		
Total Revenues	1,207,803.00	1,224,983.00

Summary of Appropriations	2018	Final
	Budget	Budget
1. Operating Expenses: Salaries and Wages		
Other Expenses	1,202,803.00	1,219,983.00
2. Capital Improvements	5,000.00	5,000.00
3. Debt Service		
4. Deferred Charges and Other Appropriations		
5. Surplus (General Budget)		
Total Appropriations	1,207,803.00	1,224,983.00
Total Number of Employees - Full Time and Part Time		

Balance of Outstanding Bonded Debt

	General	Sewer Utility	Assessment Trust
Interest	3,546,403.25		3,330.00
Principal	16,080,000.00		57,000.00
Outstanding Balance	19,626,403.25		60,330.00