

**JULY 20, 2023 REGULAR MEETING OF MAYOR AND COUNCIL**

**READING OF PUBLIC MEETINGS LAW ARTICLE**

Mayor Signorello read the following statement into the record:

“This meeting is called to order pursuant to the provisions of the New Jersey Open Public Meetings Act. Notice of this meeting was included in the Annual Notice of meetings published in the Union County Local Source and the Newark Star-Ledger on January 12, 2023. Said notice was posted on the bulletin board reserved for public notices in the Municipal Building and has remained continuously posted as required by Statute. In addition, a copy of this notice is and has been available to the public and is on file in the office of the Municipal Clerk.

All contracts awarded by Mayor and Council must comply with the affirmative action requirements of P.L. 1975, C. 127.

Fire exits are located in the directions I am indicating. If you are alerted for a fire, please move in a calm, orderly manner to the nearest smoke-free exit.

Proper notice having been given; the Municipal Clerk is directed to include this statement in the minutes of this meeting.”

**ROLL CALL**

The following is an accounting of the Mayor and Council’s attendance upon roll call called by Borough Clerk/Administrator Casais:

<b>Attendee Name</b>	<b>Organization</b>	<b>Title</b>	<b>Status</b>	<b>Arrived</b>
Joseph Petrosky	Borough of Roselle Park	Councilman	P	7:00 PM
Gregory Johnson	Borough of Roselle Park	Councilman	P	7:00 PM
Joseph Signorello, Jr.	Borough of Roselle Park	Councilman	P	7:00 PM
Jay Robaina	Borough of Roselle Park	Councilman	P	7:00 PM
Rosanna Lyons	Borough of Roselle Park	Councilwoman	P	7:00 PM
Khanjan S. Patel	Borough of Roselle Park	Councilman	P	7:00 PM
Joseph Signorello III	Borough of Roselle Park	Mayor	P	7:00 PM

**MOMENT OF SILENCE/PRAYER**

**PLEDGE OF ALLEGIANCE**

Borough Clerk/Administrator Casais read a short prayer, followed by the Pledge of Allegiance.

**COMMUNICATIONS**

None

**PROCLAMATIONS & PRESENTATIONS**

None

Mayor Signorello wished Borough Clerk Casais a happy 32<sup>nd</sup> birthday.

**APPROVAL OF MINUTES, PENDING ANY CORRECTIONS**

None

## MOTION BILLS & PAYROLLS BE NOT READ AND PASSED FOR PAYMENT

Councilman Signorello moved that bills and payrolls be not read and passed for payment; seconded by Councilman Johnson, all members present voting Aye, said motion was adopted.

## PUBLIC PORTION

Councilman Signorello moved at 7:02 p.m. to open the public comment portion of the meeting on agenda items only; seconded by Councilman Johnson, all members present voting Aye, said motion was adopted.

There being no one wishing to speak, Councilman Signorello moved at 7:03 p.m. to close the public comment portion of the meeting on agenda items only; seconded by Councilman Johnson, all members present voting Aye, said motion was adopted.

## REPORTS OF DEPARTMENTS

### Administration/Borough Clerk: Andrew J. Casais, Business Administrator

Noted we received two bits of good news from the State. In the 2023 calendar year budget, we were allocated a substantial amount of money for the improvement of Acker Park; exactly \$1.5 million to rehab the park. Currently through our Recreation Department, we are solicitating input from the public.

He noted the other good news is that we received some restored funding through the Energy Receipts Tax, which has been talked about during the past several years the by Governing Body. An additional \$75 million was allocated across the State and that translates to about another \$50,000 to \$60,000 for the Borough of Roselle Park. However, we will not be able to recognize that money due to a technical nature until next year.

Noted we have a bunch of capital projects kicking off in August; in addition to the sidewalk project, which will hopefully be starting next week.

### Code Enforcement Department: Richard Belluscio, Construction Official

Reported that as of June 2023, a total of 173 permits were issued. He indicated that the total revenues related to the Uniform Construction Code (UCC) through the end of June was \$598,541; there were \$4,005 in sewer connection fees and \$435,100 COAH Development fees. He reported that the number of UCC violations was 8 for the month of June. With respect to property maintenance enforcement, there were 17 Court dispositions and fines year to date were \$20,369; 29 violations were issued and 9 Court summons were issued during June 2023.

Provided an update on the following ongoing projects. A TCO has been issued for 250 West Westfield Avenue; waiting on final Engineering items and inspection for full Certificate of Occupancy. 10 Westfield Avenue, Building A is in the process of completing all finishes for all apartment units. A partial release has been issued for 140 West Webster Avenue Urban Renewal, LLC.

Noted enforcement activity continues to be proactive for both property maintenance and construction code.

Noted the Department is continuing to interface with Mr. Jeff Joy, the Residency Inspector for the Roselle Park Board of Education, in order to verify legal occupancies as it relates to student enrollment within the school district.

Community Center: Rupen Shah, Community Center Director

Made note that on July 5<sup>th</sup> thousands came out to celebrate and enjoy the festivities at our annual Independence Day Celebration and fireworks. Thanked all those who participated, attended and supported this event.

Noted our 3<sup>rd</sup> Annual Community Cool Down was a great success, and thanked all those involved. The last Cool Down event is next Tuesday at 6:30 p.m.

Happy to report that our first Summer Open Mic Night at the Gazebo was also well attended. Thanked all those who participated in the event. The next event is Wednesday at 6:30 p.m.

Reported that the Casano Center is currently closed for renovations during the month of July and all scheduled programs and activities have been relocated to the Youth Center, except for the Union County Nutrition Program. The Grab & Go Program has been discontinued by the County, but seniors can still have their meals delivered to their homes by calling the County at 908-486-5100. If construction continues into August, all activities scheduled for that month will be cancelled, because the Youth Center needs to prepare for their programs that are set to begin in September.

Noted the MVC Mobile Unit has assisted more than 200 residents with their registration, Real-ID, State ID, permits and more. Their next visit will be on August 15<sup>th</sup> from 12:00 Noon to 2:00 p.m.

Engineering: Kevin Boyer, Colliers Engineering

Noted we are currently working on the storm sewer project and are looking at some profile options, and provided an update on this project.

Made note the Gordon Street Bridge was scheduled to be open by the end of July; but due to delays, they are looking at being completed by the end of September.

Reported we had a pre-construction meeting with Elizabethtown Gas for the next project on East Colfax Avenue and East Lincoln Avenue. This is scheduled to start on August 7<sup>th</sup> and last through September 8<sup>th</sup>, and after that they will do all the services that will continue until January. He said notices have been sent out.

Finance Department: Kenneth P. Blum, Jr., Chief Financial Officer

Noted that on tonight's agenda we have some grants that we received after the budget had been adopted, and Resolution No. 220-23 extending the grace period for payment of 3<sup>rd</sup> quarter property taxes until August 31<sup>st</sup>. He said they are looking to get those bills out within the next week or two. The due date still remains August 1<sup>st</sup>, with a grace period of August 31<sup>st</sup>.

Fire Department: Steven Thompson, Fire Chief

Borough Clerk Casais advised that Chief Thompson had a work assignment to do today and would not be able to attend tonight's meeting.

Police Department: Dominick Frino, Police Chief

Noted that Kenilworth Fire Chief Giordino passed away and the wake was at Mastapeter's. They are helping with the support of crossing people across the street and making sure they were safe.

Wished Borough Clerk Casais a happy birthday.

Noted he had a productive meeting with Ms. Gois, the new Superintendent of Schools and spoke about the security at the schools. They are looking to enhance and budget for security in the Middle School, as well as the High School. Looking to do four Class II Officers in total.

Made note we have 26 applications for the Police Department and have 18 interviews scheduled for next week.

Mayor Signorello spoke about the no parking cones to be placed at certain locations; especially the corners along Westfield Avenue, where it is difficult for drivers to see and when crossing the street due to cars parking too close to the corners.

Mayor Signorello spoke about the recent accident at Sheridan and Lincoln. He said there seems to be a safety issue in that area and asked if Chief Frino could reach out to the County to have them take a look at it as well.

Recreation Department: John Ranieri, Recreation Director

Provided an overview of the goals of the Roselle Park Recreation Department.

Congratulated and thanked all who contributed to the Fireworks Celebration; it was an amazing event.

Noted the Recreation Department had over 500 recreation members. The Homework Club and After Care Program is currently on summer break and will resume on September 7<sup>th</sup>.

Encouraged all to visit the Recreation Department's calendar on the Borough's website.

Made note the Youth Center recently hosted or planning to host the following: Recreation Committee Meetings; Diversity & Inclusion Meetings; Public Affairs & Community Events Meetings; PTA Meetings; Diversity & Inclusion Events; and DMV Events.

Noted the following summer recreational programming: Middle School/High School Adult Fitness; Middle School and High School Basketball; Middle School/High School Volleyball; Flag Football Conditioning and Girls Soccer.

Collaborated with Mayor Signorello and Business Administrator Casais to begin the process of gathering data on ideas and concerns about the Acker Park Renovation Project. The survey can be found online on the Borough and Recreation Facebook pages. All are invited to participate in an open public forum on Tuesday, August 1<sup>st</sup> at 7:00 p.m. in Council Chambers to discuss in person the Acker Park Renovation Project.

Provided contact information.

Public Works Department: Paul Baiamonte, Superintendent of Public Works

Spoke about the severe rain storm on July 4<sup>th</sup> which brought several inches of rain in a short period of time. He said the areas adjacent to the culvert running from the Walnut basin down to the east side of town had some areas of minor to severe flooding. He said the flooding was primarily due to the amount of rain in a short period of time and was not due to a lack of maintenance in the culvert.

Noted there was nothing to report on the sanitary sewer this month. The 600 block of Sherman Avenue sewer was repaired and paved curb to curb. He said the contractor did a very nice job.

Noted we were beginning on the 30 plus lawn and ground maintenance items, and last week made some good progress and were almost caught up. He said most of the Borough properties, especially the Brough buildings and parks are starting to look a lot better.

Made note that potholes will be done, pending the weather.

Noted the Aldene Park surface near the swings area should be completed next month with new mulch, due to the rubber area being shredded and can no longer be maintained. He said curbing has been placed around that area, which will be level with the grass area, to hold the mulch in.

#### Scheduled Verbal Reports:

1. Administration and Borough Clerk: Andrew J. Casais, Business Administrator
2. Code Enforcement Department: Richard Belluscio, Construction Official
3. Community Center: Rupen Shah, Community Center Director
4. Engineering: Kevin Boyer, Colliers Engineering
5. Finance Department: Kenneth P. Blum, Jr., Chief Financial Officer
6. Fire Department: Steven A. Thompson, Fire Chief
7. Police Department: Dominick Frino, Police Chief
8. Public Works Department: Paul Baiamonte, Superintendent of Public Works
9. Recreation Department: John Ranieri, Recreation Director

#### Written Reports Received:

1. Treasurer's Report for June 2023
2. Police Chief's Report for June 2023
3. Court Administrator's Report for June 2023
4. Construction Official's Report for May 2023
5. Construction Official's Report for June 2023
6. Animal Control Officer's Report for June 2023
7. Fire Chief's Report for June 2023

Councilman Signorello moved to approve the following written Reports of Departments; seconded by Councilman Johnson, all members present voting Aye, said motion was adopted.

### ORDINANCES

#### SECOND READING AND PUBLIC HEARING

Borough Clerk Casais read the following Ordinance by title:

#### ORDINANCE NO. 2731

AN ORDINANCE AMENDING CHAPTER 10, SECTION 4, SUBSECTION 4.1 OF THE

CODE OF THE BOROUGH OF ROSELLE PARK, ENTITLED “RECREATION FEES  
ENUMERATED”

Councilman Signorello moved to open the public hearing on Ordinance No. 2731; seconded by Councilman Johnson, all members present voting Aye, said motion was adopted.

There being no one wishing to speak, Councilman Signorello moved to close the public hearing on Ordinance No. 2731; seconded by Councilman Johnson, all members present voting Aye, said motion was adopted.

Councilman Signorello moved that Ordinance No. 2731 be adopted on second reading and advertised as prescribed by law; seconded by Councilman Johnson

<input type="checkbox"/> <b>Vote Record – Ordinance No. 2731</b>		<b>Yes/Aye</b>	<b>No/Nay</b>	<b>Abstain</b>	<b>Absent</b>
<input checked="" type="checkbox"/> Adopted	Petrosky	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Adopted as Amended	Johnson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Defeated	Signorello, Jr.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tabled	Robaina	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Withdrawn	Lyons	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Patel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Signorello	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Borough Clerk Casais read the following Ordinance by title:

ORDINANCE NO. 2732

AN ORDINANCE AMENDING CHAPTER 16, ENTITLED “BUILDING AND  
CONSTRUCTION,” SECTION 1, SUBSECTION 1.3 OF THE CODE OF THE BOROUGH  
OF ROSELLE PARK, ENTITLED “FEES”

Councilman Signorello moved to open the public hearing on Ordinance No. 2732; seconded by Councilman Johnson, all members present voting Aye, said motion was adopted.

There being no one wishing to speak, Councilman Signorello moved to close the public hearing on Ordinance No. 2732; seconded by Councilman Johnson, all members present voting Aye, said motion was adopted.

Councilman Signorello moved that Ordinance No. 2732 be adopted on second reading and advertised as prescribed by law; seconded by Councilman Johnson

<input type="checkbox"/> <b>Vote Record – Ordinance No. 2732</b>		<b>Yes/Aye</b>	<b>No/Nay</b>	<b>Abstain</b>	<b>Absent</b>
<input checked="" type="checkbox"/> Adopted	Petrosky	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Adopted as Amended	Johnson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Defeated	Signorello, Jr.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tabled	Robaina	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Withdrawn	Lyons	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Patel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Signorello	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Borough Clerk Casais read the following Ordinance by title:

ORDINANCE NO. 2733

**AN ORDINANCE AMENDING CHAPTER 13, ARTICLE I, SECTION 1, SUBSECTION 1.6  
OF THE CODE OF THE BOROUGH OF ROSELLE PARK, CURRENTLY “RESERVED”  
TO BE NEWLY ENTITLED, “PUBLIC INFORMATION OFFICER”**

Councilman Signorello moved to open the public hearing on Ordinance No. 2733; seconded by Councilman Johnson, all members present voting Aye, said motion was adopted.

There being no one wishing to speak, Councilman Signorello moved to close the public hearing on Ordinance No. 2733; seconded by Councilman Johnson, all members present voting Aye, said motion was adopted.

Councilman Signorello moved that Ordinance No. 2733 be adopted on second reading and advertised as prescribed by law; seconded by Councilman Johnson

<input type="checkbox"/> <b>Vote Record – Ordinance No. 2733</b>		<b>Yes/Aye</b>	<b>No/Nay</b>	<b>Abstain</b>	<b>Absent</b>
<input checked="" type="checkbox"/> Adopted	Petrosky	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Adopted as Amended	Johnson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Defeated	Signorello, Jr.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tabled	Robaina	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Withdrawn	Lyons	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Patel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Signorello	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Borough Clerk Casais read the following Ordinance by title:

**ORDINANCE NO. 2734**

**AN ORDINANCE AMENDING ORDINANCE NO. 2710, FIXING THE SALARY RANGES  
OF NON-UNION EMPLOYEES AND OFFICIALS OF THE BOROUGH OF ROSELLE  
PARK, IN THE COUNTY OF UNION, STATE OF NEW JERSEY**

Councilman Signorello moved to open the public hearing on Ordinance No. 2734; seconded by Councilman Johnson, all members present voting Aye, said motion was adopted.

There being no one wishing to speak, Councilman Signorello moved to close the public hearing on Ordinance No. 2734; seconded by Councilman Johnson, all members present voting Aye, said motion was adopted.

Councilman Signorello moved that Ordinance No. 2734 be adopted on second reading and advertised as prescribed by law; seconded by Councilman Johnson

<input type="checkbox"/> <b>Vote Record – Ordinance No. 2734</b>		<b>Yes/Aye</b>	<b>No/Nay</b>	<b>Abstain</b>	<b>Absent</b>
<input checked="" type="checkbox"/> Adopted	Petrosky	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Adopted as Amended	Johnson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Defeated	Signorello, Jr.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tabled	Robaina	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Withdrawn	Lyons	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Patel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Signorello	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Borough Clerk Casais read the following Ordinance by title:

**ORDINANCE NO. 2735**

AN ORDINANCE AMENDING CHAPTER 4 OF THE CODE OF THE BOROUGH OF  
ROSELLE PARK ENTITLED, “LICENSING AND BUSINESS REGULATIONS,  
” ESTABLISHING A NEW SECTION 11 TO BE ENTITLED, “CANNABIS  
BUSINESS LICENSING”

Councilman Signorello moved to open the public hearing on Ordinance No. 2735; seconded by Councilman Johnson, all members present voting Aye, said motion was adopted.

There being no one wishing to speak, Councilman Signorello moved to close the public hearing on Ordinance No. 2735; seconded by Councilman Johnson, all members present voting Aye, said motion was adopted.

Councilman Signorello moved that Ordinance No. 2735 be adopted on second reading and advertised as prescribed by law; seconded by Councilman Johnson

<input type="checkbox"/> Vote Record – Ordinance No. 2735		Yes/Aye	No/Nay	Abstain	Absent
<input checked="" type="checkbox"/> Adopted	Petrosky	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Adopted as Amended	Johnson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Defeated	Signorello, Jr.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tabled	Robaina	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Withdrawn	Lyons	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Patel	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Signorello	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**INTRODUCTION**

Borough Clerk Casais read the following Ordinance by title:

**ORDINANCE NO. 2736**

AN ORDINANCE AMENDING CHAPTER 30, SECTION 30-2 OF THE CODE OF THE  
BOROUGH OF ROSELLE PARK ENTITLED, “TAX ESTABLISHED” TO CLARIFY THE  
ESTABLISHMENT OF A 2.00% TAX OF THE RECEIPTS FROM EACH SALE BY A  
CANNABIS RETAILER

WHEREAS, the Mayor and Council (hereinafter, the “governing body”) adopted Ordinance No. 2729 on June 15, 2023 which, in-part, established Chapter 30 of the Code of the Borough of Roselle Park, thereby formalizing and implementing a Cannabis Transfer and User Tax within the municipality; and,

WHEREAS, upon further review of the newly enacted provisions of Chapter 30, the Borough of Roselle Park’s legal and planning professionals recommend an amendment to Section 2 thereof in order to clarify and better stipulate the establishment of a two percent (2.00%) transfer tax of receipts from each sale by a cannabis retailer; and,

WHEREAS, upon the recommendation of municipal professionals, and finding agreement with the same, the governing body wishes to adopt the forgoing Ordinance amending Chapter 30 of the Code of the Borough of Roselle Park for the reasons so stated.

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

**SECTION 1.** Amendment to Cannabis Transfer Tax.



§ 30-2 TAX ESTABLISHED.

- A. Transfer Tax. There is hereby established a local cannabis transfer tax in the Borough of Roselle Park, which shall be fixed at a uniform percentage rate of two percent (2.00%) of the receipts from each sale by a cannabis cultivator; two percent (2.00%) of the receipts from each sale by a cannabis manufacturer; ~~and one percent (1.00%) of the receipts from each sale by a cannabis wholesaler;~~ **and two percent (2.00%) of the receipts from each sale by a cannabis retailer.**
- B. User Tax. In addition to the tax established in § 30-2.A., a user tax, at the equivalent transfer tax rates, is hereby established on any concurrent license holder, as permitted by section 33 of P.L.2021, c.16 (C.24:6I-46), operating more than one cannabis establishment. The user tax shall be imposed on the value of each transfer or use of cannabis or cannabis items not otherwise subject to the transfer tax imposed pursuant to § 30-2.A, from the license holder's establishment that is located in the Borough of Roselle Park to any of the other license holder's establishments, whether located in this Borough or another municipality.
- C. Exemptions. Any transaction for which the transfer tax or user tax is imposed, or could be imposed, pursuant to this section, shall be exempt from the tax imposed under the "Sales and Use Tax Act," P.L.1966, c.30 (C.54:32B-1 et seq.).

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 4. Inconsistent Ordinances Repealed.

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

SECTION 5. 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, ~~thusly~~, should be considered a deletion from Borough Code, and all bolded text, **thusly**, should be considered an addition to Borough Code.

SECTION 6. Effective Date.

This Ordinance shall become effective upon publication of the Notice of Final Adoption prepared by the Office of the Borough Clerk.

Councilman Signorello moved that Ordinance No. 2736 be adopted on first reading and advertised as prescribed by law for second reading and public hearing on August 24, 2023; seconded by Councilman Johnson.

Mayor Signorello said there are no other major changes to the marijuana ordinance. He said this is a minor amendment to establish an excise tax of 2.00%, which should have been in the original ordinance.

Borough Clerk Casais said this is an amendment to Section 30-2, which is the actual taxation part of the ordinance. He said this just implements the 2.00% tax on the cannabis retailer.

<input type="checkbox"/> Vote Record – Ordinance No. 2736		Yes/Aye	No/Nay	Abstain	Absent
<input checked="" type="checkbox"/> Adopted	Petrosky	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Adopted as Amended	Johnson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Defeated	Signorello, Jr.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tabled	Robaina	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Withdrawn	Lyons	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Patel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Signorello	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Borough Clerk Casais read the following Ordinance by title:

ORDINANCE NO. 2737

AN ORDINANCE AMENDING CHAPTER 40 OF THE CODE OF THE BOROUGH OF ROSELLE PARK SO AS TO PERMIT SHORT-TERM RENTALS AS A PERMITTED USE WITHIN THE B-2 CENTRAL BUSINESS AND B-3 ARTERIAL BUSINESSES ZONE DISTRICTS

BE IT ORDAINED by the Mayor and Council of the Borough of Roselle Park, County of Union and State of New Jersey that the Code of the Borough of Roselle Park be and hereby is amended and supplemented with insertions noted by **bold text** and deletions noted by ~~strike through text~~ as follows:

SECTION 1. Amendments to Chapter 40, Land Use

Part II: Land Subdivision and Site Plan Review

Article VI: Definitions

§ 40-601 TERMS DEFINED.

The following words, terms or phrases, when used in Chapter 40, Land Use, shall have the meanings ascribed in this section:

[...]

**SETBACK**

Shall mean the horizontal distance from a lot line to the part of a building or structure nearest such lot line.

**SHORT-TERM RENTAL**

**Rental of a dwelling unit, including any accessory building, structure or use to the dwelling unit, which dwelling unit is regularly used and kept open as such for the lodging of guests, and which is advertised or held out to the public as a place regularly rented to transient occupants for 28 consecutive days or less; further defined and identified by NAICS Code 721199.**

**SIGN**

Shall mean any device, structure or object for visual communication that is used for the purpose of bringing the subject thereof to the attention of others, including but not limited to any flag, badge or insignia of any public, quasi-public, civic, charitable or religious group.

[...]

Part III: Zoning

Article XXIII: B-2 Central Business District

§ 40-2302 PERMITTED USES.

A. A building or premises may be used only for the following purposes:

1. Parks and parking areas owned and operated by the Borough of **Roselle Park, Roselle Park Board of Education, or County of Union**, or any of ~~its~~ **their** agencies and subdivisions. ~~or by Union County.~~
2. Signs not to exceed four (4) square feet in area appertaining to the lease, hire or sale of a building or premises.
3. Accessory buildings and uses customarily incident to the above uses.
4. Retail trade.
5. Retail services.
6. Banks and financial institutions—NAICS Group 5221.
7. Institutional and public uses—NAICS Groups 71211 and 92.
8. Restaurants, excluding drive-in restaurants—NAICS Group 722110, excluding exotic and/or pornographic entertainment or activities.
9. Motion-picture theaters—NAICS Group 512131.
10. Insurance agencies and brokerage—NAICS 5242.
11. Pet grooming services—NAICS Group 812910.
12. Fitness and Recreational Sports Centers—NAICS Group 713940.
13. Permanent cosmetics, make up salon.
  - Color consulting services (i.e., personal care services).
  - Day spas.
  - Depilatory (i.e., hair removal) salons.
  - Ear piercing services.
  - ~~Electrolysis (i.e., hair removal) salons.~~
  - ~~Hair removal (i.e., depilatory, electrolysis) services.~~
  - Hair replacement services (except by offices of physicians).
  - Hair weaving services.
  - ~~Make-up salons, permanent.~~
  - Scalp treating services.
  - ~~Sun tanning salons.~~

Tanning salons.

14. Family Fun Centers - NAICS Group 713120.

**15. Short-Term Rentals - NAICS Group 721199.**

[...]

Article XXIV: B-3 Arterial Business District

§ 40-2402 PERMITTED USES.

A. A building or premises may be used only for the following ~~uses~~ purposes:

1. The following retail business shall be permitted, provided that there is a total connected electric motor load for manufacturing or processing of not more than ten (10) horsepower, and further provided that no steam plant shall carry steam at more than one hundred (100) pounds pressure: bakery, carpenter shop, cleaning and dyeing shop, food processing shop, frozen food lockers, laundry, plumber, printing shop and car wash.
2. Retail trade.
3. Retail services.
4. Banks and financial institutions—NASICS Group 5221.
5. Institutional and public uses—NASICS Groups 71211, 8131 and 92.
6. Restaurants, Caterers and Banquet Halls—NASICS Group 7221, 7222, 72232 and 722320, excluding exotic and/or pornographic entertainment or activities and excluding drive-in restaurants.
7. Funeral Homes—NASICS Group 812210, excluding crematories.
8. Motion Picture Theaters—NASICS Group 512131.
9. Mortgage companies and mortgage brokers—NASICS Groups 522292 and 522310.
10. Fitness and Recreational Sports Centers—NASICS Group 713940.
11. Pet Grooming Services—NASICS Group 812910.
12. Utility Trailer Merchant Wholesalers—NASICS Group 423110.
13. Screen Printing Apparel & Textile Products—NASICS Group 323113.
14. Insurance agencies and brokerage—NAICS Group 5242.

**15. Short-Term Rentals - NAICS Group 721199, excluding dwelling units located on the ground-floor.**

[...]

SECTION 2. Invalidity

If any section or portion of a section of this Ordinance 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 and Editing Indications.

Any 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 Ordinance shall become effective upon publication of the Notice of Final Adoption prepared by the Office of the Borough Clerk.

Councilman Signorello moved that Ordinance No. 2737 be adopted on first reading and advertised as prescribed by law for second reading and public hearing on August 24, 2023 seconded by Councilman Johnson.

Mayor Signorello said many towns in New Jersey are grappling with whether or not to allow Airbnb's or short-term rentals. Airbnb's and short-term rentals are not permitted in Roselle Park. Airbnb's allow for use of apartments without any impact to the school system. These are pretty expensive short-term rentals. He said we are seeing a big influx of them.

Construction Official Belluscio said the next piece of this would be an ordinance, which establishes a registration process, a fee associated with the registration process and inspection process. He said we focused on the B-2 Zone because of its close proximity to mass transportation and also the proximity to Newark Airport.

Councilman Signorello asked how are we going to monitor and inspect these short-term rentals.

Borough Clerk Casais said just to be clear for the Governing Body, this is a zoning ordinance and if introduced by the Governing Body, then we would move forward with the drafting of the licensing provisions.

<input type="checkbox"/> Vote Record – Ordinance No. 2737		Yes/Aye	No/Nay	Abstain	Absent
<input checked="" type="checkbox"/>	Adopted	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Adopted as Amended	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Defeated	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Tabled	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Withdrawn	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Petrosky	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Johnson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Signorello, Jr.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Robaina	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Lyons	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Patel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Signorello	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Borough Clerk Casais read the following Ordinance by title:

ORDINANCE NO. 2738

AN ORDINANCE AMENDING CHAPTER 40 OF THE CODE OF THE BOROUGH OF  
ROSELLE PARK SO AS TO REINSTATE AND OTHERWISE PERMIT CERTAIN  
RESIDENTIAL USES WITHIN THE ROB, RESIDENCE OFFICE BUILDING,  
ZONE DISTRICT

BE IT ORDAINED by the Mayor and Council of the Borough of Roselle Park, County of Union and State of New Jersey that the Code of the Borough of Roselle Park be and hereby is amended and supplemented with insertions noted by **bold text** and deletions noted by ~~strike through text~~ as follows:

SECTION 1. Amendments to Chapter 40, Land Use

Part III: Zoning

Article XXI: ROB Residence Office Building District

§ 40-2102 PERMITTED USES.

A building or premises shall be used only for the following purposes:

**A. Any use permitted in the R-3 District, subject to all of the provisions of § 40-1902 and subject to a prohibition of adding any office extension to a residence with continued residential use to that building or premises.**

~~A.~~

**B.** Buildings housing general business or professional offices, provided that the following restrictions shall apply:

1. Banks and financial institutions—NAICS Group 5221.
2. Educational services—NAICS Group 61.
3. Family day-care homes.
4. Institutional and public uses—NAICS Groups 71211, 8131 and 92.
5. Group houses for the developmentally disabled.
6. Child day-care centers.
7. Professional, business and administrative offices—NAICS Groups 541, 6211, 6212 and 6213.
8. There shall be no store, showroom and salesroom where goods and merchandise of any type whatsoever are either displayed or offered for sale, except that restaurants, newsstands, cigar stores, drugstores and barbershops are permitted, provided that there is no advertising sign, show window or entrance to such place of business except from the inside of the building.

~~B.~~

C. Conditional Uses. A building or premises shall be used in the zone only if it meets the following conditions:

1. Cannabis Retailer (Class 5).

a. Conditional Use Standards.

- (1) Cannabis Businesses Establishments in the ROB Residence Office Business Zone District (Cannabis Business Establishments”) are limited to persons or entities holding a Class 5 Cannabis Retail license (“licensee”) issued by the Cannabis Regulatory Commission, Department of Treasury, State of New Jersey, and/or its successors (the “CRC”).
- (2) There shall be no more than a total of one (1) Cannabis Business Establishment within the ROB Zone.
- (3) Cannabis Business Establishments shall meet all requirements for licensure and hold an appropriate Class 5 retail license issued by the CRC.
- (4) There shall be no on-site sales of alcohol or tobacco products, and no onsite consumption of food, alcohol, tobacco, or cannabis by patrons.

b. General Standards for Cannabis Businesses.

- (1) No Cannabis Business Establishment will be allowed without approval of a site plan, upon public notice, submitted to the Municipal Land Use Board of the Borough of Roselle Park, who in their review and in the exercise of their discretion shall consider the site, its neighborhood, the health, safety and general welfare of the Borough and the properties adjacent to or affected by the proposed use. Such a site plan shall include no less than:
  - (a) A parking and traffic plan;
  - (b) A Traffic Impact Statement;
  - (c) A lighting plan;
  - (d) Any other detail that the Municipal Land Use Board requires to determine site plan approval.
- (2) Cannabis Businesses Establishments owned and operated by separate licensees shall be separated by 4,000 feet within the Borough.
- (3) A Cannabis Business Establishment shall not be located within 1,500 feet of any school and 500 feet of the property line of any existing church, childcare center, or any existing public park.
- (4) Minimum gross floor area (GFA) shall be 2,500 square feet.

- (5) Minimum off-street parking requirements shall be one space per 250 square feet of GFA or 35 spaces, whichever is greater.
- (6) Hours of public operation shall be limited to 9:00 a.m. through 9:30 p.m., Monday through Sunday.
- (7) The Cannabis Business Establishment shall comply with all setback or distance requirements established by law and in effect in the zone in which it is to be located as of the time of the licensee's application.
- (8) Signage shall comply with all existing regulations but shall not include language referring to "marijuana" or "cannabis" or use any symbols that indicate such.

c. Design Standards for Cannabis Businesses.

- (1) The facility shall provide an air treatment system with sufficient odor-absorbing ventilation and exhaust systems such that any odors generated inside the facility are not detectable by a person of reasonable sensitivity anywhere on adjacent property, within public rights-of-way, or within any other unit located within the same building as the licensed facility if the use only occupies a portion of a building. The ventilation system may be subject to periodic inspection by the Borough of Roselle Park Health Department and/or Building Department.
- (2) All Cannabis Business Establishment operations shall be conducted within a building. No operations shall be conducted outside a secure facility.
- (3) Each Cannabis Business Establishment shall submit a security plan to the Borough Police Department for their review and approval prior to issuance of a certificate of occupancy and every two (2) years thereafter. Said security plan shall demonstrate how the facility will maintain effective security and control of operations on a 24-hour basis. The plan should include the following at minimum, but not limited to:
  - (a) Type of security systems to be installed.
  - (b) Installation, operation, and maintenance of security cameras covering all interior and exterior parking lots, loading areas, and other such areas of the establishment.
  - (c) A system for record keeping and tracking of all cannabis and cannabis related products and materials.
  - (d) Type of lighting provided in and around the establishment.
  - (e) Details of any on-site security team or personnel or armed guard(s) on the premises.
- (4) No outside storage of any cannabis, cannabis related products, or cannabis related materials shall be permitted.



[...]

§ 40-2106 OFF-STREET PARKING REQUIREMENTS.

- A. The minimum off-street parking requirements for all buildings housing general business or professional offices shall be one (1) parking space per two hundred fifty (250) square feet of gross floor area.
- B. Any landlord or tenant that wishes to occupy or rent any pre-existing building in the ~~B-3~~ **ROB** Zone for their business, and only if the use is permitted and does not meet the Borough parking requirements, shall have the aforementioned parking requirements waived. This does not apply to new construction in the zone.

SECTION 2. Invalidity

If any section or portion of a section of this Ordinance 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 and Editing Indications.

Any 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 Ordinance shall become effective upon publication of the Notice of Final Adoption prepared by the Office of the Borough Clerk.

Councilman Signorello moved that Ordinance No. 2738 be adopted on first reading and advertised as prescribed by law for second reading and public hearing on August 24, 2023; seconded by Councilman Johnson.

Borough Clerk Casais said this ordinance is originally from the end of 2021 and amended the Zoning Code to remove linkages that were contradictory and not indicative to what the Borough wants out of its residential and business zones. He said that Ordinance did two things, one intentional and one unintentional. The intentional stipulated exactly what we want in the zones as they are defined in the Code, and unintentionally, we accidentally eliminated any residential component in the RB Zone; which is problematic because it is a residential and business zone. He said what it did wasn't eliminate the residences in the business zone, but created a substantial amount of non-conforming uses which was unintentional. So what this does, is it reinstates the ROB into the form that it was prior, allowing for certain residences within the ROB district, which is in conformance with the Master Plan.

<input type="checkbox"/> <b>Vote Record – Ordinance No. 2738</b>		<b>Yes/Aye</b>	<b>No/Nay</b>	<b>Abstain</b>	<b>Absent</b>
<input checked="" type="checkbox"/> Adopted	Petrosky	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Adopted as Amended	Johnson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Defeated	Signorello, Jr.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tabled	Robaina	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Withdrawn	Lyons	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Patel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Signorello	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Borough Clerk Casais read the following Ordinance by title:

ORDINANCE NO. 2739

**A BOND ORDINANCE AMENDING SECTION 3(A)(III) OF BOND ORDINANCE NO. 2300 ADOPTED JUNE 3, 2010 IN ORDER TO REVISE THE DESCRIPTION OF THE IMPROVEMENTS REFERRED TO THEREIN**

BE IT ORDAINED by the Mayor and Council of the Borough of Roselle Park, County of Union and State of New Jersey, with not less than two-thirds thereof affirmatively concurring, as follows:

SECTION 1.

Section 3(a)(iii) of Bond Ordinance No. 2300 finally adopted on June 3, 2010 by the Borough of Roselle Park, a municipal corporation of the State of New Jersey (the “Borough”) is hereby amended to read as follows (note: no additional obligations are being authorized herein, therefore no additional down payment other than that which was originally appropriated is required):

“Demolition of existing public works building for clearance for senior housing and construction of public works building, and improvements to Fire House No. 3, including all work and materials necessary therefor and incidental thereto; all as shown on and in accordance with the plans and specifications thereon on file in the Office of the Clerk.

<u>APPROPRIATION</u>	<u>BOND AUTHORIZATION</u>	<u>PERIOD OF USEFULNESS</u>
\$2,000,000	\$1,900,000	28.42 years”

SECTION 2.

The capital budget of the Borough is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith.

SECTION 3.

This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

Councilman Signorello moved that Ordinance No. 2739 be adopted on first reading and advertised as prescribed by law for second reading and public hearing on August 24, 2023; seconded by Councilman Johnson.

Borough Clerk Casais said there are three similarly worded Ordinances No. 2739, No. 2740 and No. 2741. This amends three Bond Ordinances that authorize predominantly improvements to our DPW facility. Unfortunately, we haven’t been able to complete that project, but we intend to complete it. He said

there is a new priority in terms of a Borough facility and need to do some immediate renovations to the Fautoute Firehouse to accommodate a new apparatus, which we planned and knew would not fit in that facility. In lieu of passing another Bond Ordinance and incurring additional debt, we would be amending the description of these Bond Ordinances and using those funds to supplement that objective.

<input type="checkbox"/> <b>Vote Record – Ordinance No. 2739</b>					
		<b>Yes/Aye</b>	<b>No/Nay</b>	<b>Abstain</b>	<b>Absent</b>
<input checked="" type="checkbox"/>	Adopted	Petrosky	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Adopted as Amended	Johnson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Defeated	Signorello, Jr.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Tabled	Robaina	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Withdrawn	Lyons	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Patel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Signorello	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Borough Clerk Casais read the following Ordinance by title:

ORDINANCE NO. 2740

A BOND ORDINANCE AMENDING SECTION 3(A)(VI) OF BOND ORDINANCE NO. 2386  
ADOPTED JULY 18, 2013 IN ORDER TO REVISE THE DESCRIPTION OF THE  
IMPROVEMENTS REFERRED TO THEREIN

BE IT ORDAINED by the Mayor and Council of the Borough of Roselle Park, County of Union and State of New Jersey, with not less than two-thirds thereof affirmatively concurring, as follows:

SECTION 1.

Section 3(a)(vi) of Bond Ordinance No. 2386 finally adopted on July 18, 2013 by the Borough of Roselle Park, a municipal corporation of the State of New Jersey (the “Borough”) is hereby amended to read as follows (note: no additional obligations are being authorized herein, therefore no additional down payment other than that which was originally appropriated is required):

“Demolition of existing public works building for clearance for senior housing and construction of public works building, and improvements to Fire House No. 3, including all work and materials necessary therefor and incidental thereto; all as shown on and in accordance with the plans and specifications thereon on file in the Office of the Clerk.

<u>APPROPRIATION</u>	<u>BOND AUTHORIZATION</u>	<u>PERIOD OF USEFULNESS</u>
\$600,000	\$570,000	28.42 years”

SECTION 2.

The capital budget of the Borough is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith.

SECTION 3.

This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

Councilman Signorello moved that Ordinance No. 2740 be adopted on first reading and advertised as prescribed by law for second reading and public hearing on August 24, 2023; seconded by Councilman Johnson.

<input type="checkbox"/> Vote Record – Ordinance No. 2740		Yes/Aye	No/Nay	Abstain	Absent
<input checked="" type="checkbox"/>	Adopted	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Adopted as Amended	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Defeated	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Tabled	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Withdrawn	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Petrosky	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Johnson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Signorello, Jr.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Robaina	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Lyons	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Patel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Signorello	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Borough Clerk Casais read the following Ordinance by title:

ORDINANCE NO. 2741

A BOND ORDINANCE AMENDING SECTION 3(A)(III) OF BOND ORDINANCE NO. 2443 ADOPTED JULY 30, 2015 IN ORDER TO REVISE THE DESCRIPTION OF THE IMPROVEMENTS REFERRED TO THEREIN

BE IT ORDAINED by the Mayor and Council of the Borough of Roselle Park, County of Union and State of New Jersey, with not less than two-thirds thereof affirmatively concurring, as follows:

SECTION 1.

Section 3(a)(iii) of Bond Ordinance No. 2443 finally adopted on July 30, 2015 by the Borough of Roselle Park, a municipal corporation of the State of New Jersey (the “Borough”) is hereby amended to read as follows (note: no additional obligations are being authorized herein, therefore no additional down payment other than that which was originally appropriated is required):

“Demolition of existing public works building for clearance for senior housing and construction of public works building, and improvements to Fire House No. 3, including all work and materials necessary therefor and incidental thereto; all as shown on and in accordance with the plans and specifications thereon on file in the Office of the Clerk.

<u>APPROPRIATION</u>	<u>BOND AUTHORIZATION</u>	<u>PERIOD OF USEFULNESS</u>
\$600,000	\$570,000	28.42 years”

SECTION 2.

The capital budget of the Borough is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith.

SECTION 3.

This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

Councilman Signorello moved that Ordinance No. 2741 be adopted on first reading and advertised as prescribed by law for second reading and public hearing on August 24, 2023; seconded by Councilman Johnson.

<input type="checkbox"/> Vote Record – Ordinance No. 2741		Yes/Aye	No/Nay	Abstain	Absent
<input checked="" type="checkbox"/> Adopted	Petrosky	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Adopted as Amended	Johnson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Defeated	Signorello, Jr.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tabled	Robaina	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Withdrawn	Lyons	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Patel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Signorello	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## RESOLUTIONS

Borough Clerk Casais read all Resolutions by title into the record.

The following Resolutions listed on Consent Agenda were offered by Councilman Signorello; seconded by Councilman Johnson, all members present voting Aye, said motion was adopted.

### RESOLUTION NO. 187-23

AUTHORIZING A \$12,000.00 INCREASE TO THE PROFESSIONAL SERVICE CONTRACT WITH THE AUBREY GROUP, LLC AS GRANT WRITER FOR THE YEAR 2023 REFLECTING A REVISED CONTRACT AMOUNT NOT TO EXCEED \$24,000.00

WHEREAS, the firm The Aubrey Group, LLC was responsive to the Request for Proposals (hereinafter, “RFP”) due November 29, 2022 at 10:00 a.m. for the position of 2023 Grant Writer; and,

WHEREAS, the firm The Aubrey Group, LLC was appointed as Grant Writer for the Borough of Roselle Park for the year 2023 through the adoption of Resolution No. 22-23; and,

WHEREAS, the firm The Aubrey Group, LLC continues to perform all services as Grant Writer for the Borough of Roselle Park consistent with the response submitted by said firm; and,

WHEREAS, adjustments to the maximum contract amount authorized by the Qualified Purchasing Agent in Purchase Order No. 20230335 have been deemed necessary, as attested by the Chief Financial Officer, to ensure the continuation of services.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey, in accordance with the provisions of *N.J.A.C. 5:30-11.6 et seq.*, hereby authorize a \$12,000.00 increase to the maximum contract amount awarded to the firm The Aubrey Group, LLC within their capacity as Grant Writer for the Borough of Roselle Park, with a revised maximum contract amount not to exceed \$24,000.00 for year 2023; and,

BE IT FURTHER RESOLVED that charges incrementally incurred and paid associated with this contract shall be pursuant to the contract terms authorized in Resolution No. 22-23.

### RESOLUTION NO. 188-23

ACCEPTING THE RESIGNATION OF NICHOLAS R. SERACENO FROM THE  
ROSELLE PARK FIRE DEPARTMENT

BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey hereby accepts the resignation of Nicholas R. Saraceno from the Roselle Park Fire Department effective June 8, 2023.

### RESOLUTION NO. 189-23

PROMOTING COLLEGE COUNSELOR JENNA E. PETERPAUL TO THE POSITION  
OF ADULT COUNSELOR WITH A TEACHING CERTIFICATE WITHIN THE ROSELLE

PARK RECREATION DEPARTMENT

BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that College Counselor Jenna E. Peterpaul be and hereby is promoted to the position of Adult Counselor with a Teaching Certificate within the Roselle Park Recreation Department effective July 24, 2023 at the rate of \$22.00 per hour not to exceed twenty (20) hours per week.

RESOLUTION NO. 190-23

APPROVING THE INSERTION OF A NATIONAL OPIOID SETTLEMENT FUND GRANT  
AS A SPECIAL ITEM OF REVENUE IN THE 2023 MUNICIPAL BUDGET IN THE  
AMOUNT OF \$2,171.85

WHEREAS, *N.J.S.A. 40A:4-87* provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount was not determined at the time of the adoption of the budget; and,

WHEREAS, the Director may also approve the insertion of any item of appropriation for equal amount.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2023 in the sum of \$2,171.85 which item is now available as a revenue from the National Opioid Settlement Fund Grant Program pursuant to the provisions of statute; and,

BE IT FURTHER RESOLVED, that the like sum of \$2,171.85 is hereby appropriated under the caption of the National Opioid Settlement Fund Grant; and,

BE IT FURTHER RESOLVED, that the Borough Clerk forward a certified copy of this Resolution with enclosures to the Chief Financial Officer to submit the Resolution electronically to the Director of the Division of Local Government Services.

RESOLUTION NO. 191-23

APPROVING THE INSERTION OF A CLICK IT OR TICKET GRANT AS A SPECIAL  
ITEM OF REVENUE IN THE 2023 MUNICIPAL BUDGET IN THE AMOUNT OF \$7,000.00

WHEREAS, *N.J.S.A. 40A:4-87* provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount was not determined at the time of the adoption of the budget; and,

WHEREAS, the Director may also approve the insertion of any item of appropriation for equal amount.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2023 in the sum of \$7,000.00 which item is now available as a revenue from the Click It or Ticket Grant Program pursuant to the provisions of statute; and,

BE IT FURTHER RESOLVED, that the like sum of \$7,000.00 is hereby appropriated under the caption of the Click It or Ticket Grant; and,

BE IT FURTHER RESOLVED, that the Borough Clerk forward a certified copy of this Resolution with enclosures to the Chief Financial Officer to submit the Resolution electronically to the Director of the Division of Local Government Services.

RESOLUTION NO. 192-23

APPROVING THE INSERTION OF A CLEAN COMMUNITIES PROGRAM GRANT AS  
A SPECIAL ITEM OF REVENUE IN THE 2023 MUNICIPAL BUDGET IN THE  
AMOUNT OF \$25,248.60

WHEREAS, *N.J.S.A. 40A:4-87* provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount was not determined at the time of the adoption of the budget; and,

WHEREAS, the Director may also approve the insertion of any item of appropriation for equal amount.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2023 in the sum of \$25,248.60 which item is now available as a revenue from the Clean Communities Program Grant Program pursuant to the provisions of statute; and,

BE IT FURTHER RESOLVED, that the like sum of \$25,248.60 is hereby appropriated under the caption of the Clean Communities Program Grant; and,

BE IT FURTHER RESOLVED, that the Borough Clerk forward a certified copy of this Resolution with enclosures to the Chief Financial Officer to submit the Resolution electronically to the Director of the Division of Local Government Services.

RESOLUTION NO. 193-23

AUTHORIZING RENEWAL OF ALCOHOLIC BEVERAGE CONTROL LICENSE  
NO. 2015-33-009-013, OLDE DOWLINGS, LLC, DBA DOWLINGS IRISH PUB &  
RESTAURANT, FOR THE 2023-2024 LICENSING TERM

WHEREAS, all Plenary Retail Consumption, Distribution and Club Licenses expired on June 30, 2023 pursuant to the regulations promulgated by the State of New Jersey Division of Alcoholic Beverage Control; and,

WHEREAS, the following applicant has complied with the provisions of the Act of the Legislature entitled, "An Act Concerning Alcoholic Beverages", being Chapter 436 of the Laws of 1933, its supplements and amendments, and with the Rules and Regulations issued or to be promulgated by the State Commissioner of Alcoholic Beverage Control applicable.

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 Borough Clerk be and is hereby authorized to issue renewed licenses effective July 1, 2023 to expire June 30, 2024, to the following:

2015-33-009-013      Olde Dowlings, LLC, 117 Chestnut Street, Roselle Park, N.J. 07204  
DBA: Dowlings Irish Pub & Restaurant  
117 Chestnut Street, Roselle Park, New Jersey 07204

RESOLUTION NO. 195-23

AUTHORIZING THE TREASURER TO ISSUE ONE (1) CHECK IN THE AMOUNT OF  
\$880.00 TO THE SEWER UTILITY ACCOUNT IN CONNECTION WITH AN ERRONEOUS  
PAYMENT MADE BY A PROPERTY OWNER TO PROPERTY TAXES FOR BLOCK 802,  
LOT 3 OF THE MUNICIPAL TAX MAP, COMMONLY KNOWN AS 515 WALNUT STREET,  
INSTEAD OF THE SEWER UTILITY BILL FOR BLOCK 1012, LOT 10 OF THE MUNICIPAL

TAX MAP, COMMONLY KNOWN AS 331 PERSHING AVENUE

BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that the Treasurer be and hereby is authorized to issue one (1) check in the amount of eight-hundred eighty dollars and zero cents (\$880.00) to be applied to the Sewer Utility Account in connection with a an erroneous payment in the same amount made by a property owner to property taxes for Block 802, Lot 3 (commonly known as 515 Walnut Street, Roselle Park, New Jersey 07204 and assessed in the name of “Lardiere, Gerard”) instead of the sewer utility bill for Block 1012, Lot 10 (commonly known as 331 Pershing Avenue, Roselle Park, New Jersey 07204 and assessed in the name of “Lardiere, Gerard”).

RESOLUTION NO. 196-23

AUTHORIZING THE TAX COLLECTOR TO ISSUE A REDUCTION AND/OR REFUND ON ONE (1) SEWER UTILITY BILL FOR BLOCK 1006, LOT 1 OF THE MUNICIPAL TAX MAP, COMMONLY KNOWN AS 365 EAST CLAY AVENUE, IN THE AMOUNT OF \$145.00 DUE TO A WATER UTILITY DISCREPANCY

BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that the Tax Collector is hereby authorized to issue a reduction and/or refund on one (1) sewer utility bill totaling one-hundred forty-five dollars and zero cents (\$145.00) due to a water utility discrepancy:

Block	Lot	Address	Original Bill	Reduction/Refund	New Bill
1006	1	365 East Clay Avenue	\$900.00	\$145.00	\$755.00

RESOLUTION NO. 197-23

AUTHORIZING THE TREASURER TO ISSUE ONE (1) CHECK IN THE AMOUNT OF \$185.00 TO THE SEWER UTILITY ACCOUNT IN CONNECTION WITH AN ERRONEOUS PAYMENT MADE BY A PROPERTY OWNER TO PROPERTY TAXES FOR BLOCK 127, LOT 21, COMMONLY KNOWN AS 500 WILLOW AVENUE, INSTEAD OF THE SEWER UTILITY BILL FOR THE SAME PROPERTY

BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that the Treasurer be and hereby is authorized to issue one (1) check in the amount of one-hundred eighty-five dollars and zero cents (\$185.00) to be applied to the Sewer Utility Account in connection with a an erroneous payment in the same amount made by a property owner to property taxes for Block 127, Lot 21 (commonly known as 500 Willow Avenue, Roselle Park, New Jersey 07204 and assessed in the name of “Phillips, Cory”) instead of the sewer utility bill for the same property.

RESOLUTION NO. 198-23

AUTHORIZING THE TAX COLLECTOR TO ISSUE REDUCTIONS AND/OR REFUNDS IN THE TOTAL AMOUNT OF \$3,604.41 ON ONE (1) PROPERTY AS ORDERED BY THE TAX COURT OF THE STATE OF NEW JERSEY

BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that the Tax Collector is hereby authorized, pursuant to the order of the Tax Court of the State of New Jersey, to issue a reduction and/or refund totaling \$3,604.41 for an appeal granted on Block 705, Lot 2 of the municipal tax map, commonly known as 711 Chestnut Street, Roselle Park, New Jersey 07204, and assessed in the name of “Perez, Paul & Cisnero, Maria:”



Block	Lot	Year	Original Assessment	New Assessment	Reduction x Rate	=	Refund
705	2	2022	\$767,700.00	\$680,700.00	\$87,000.00 x 4.143/100		\$3,604.41

Total: \$3,604.41

BE IT FURTHER RESOLVED that the provisions of the “Freeze Act” shall not apply for 2023.

RESOLUTION NO. 199-23

GRANTING PERMISSION TO RPSC, INC. TO OPERATE A SOCIAL AFFAIR PERMIT  
 GRANTED BY THE NEW JERSEY DIVISION OF ALCOHOLIC BEVERAGE CONTROL  
 IN MUNICIPAL PARKING LOT NO. 1 AS PART OF THE BOROUGH OF ROSELLE PARK’S  
 2023 ARTS FESTIVAL

WHEREAS, the Borough of Roselle Park plans to hold its 2023 Arts Festival upon public lands within and around Municipal Parking Lot No. 1 on Saturday, September 30, 2023, or Sunday, October 1, 2023 in the event of inclement weather; and,

WHEREAS, RPSC, Inc. wishes to sponsor and otherwise operate a beer/wine garden in connection with and as part of the Borough of Roselle Park’s 2023 Arts Festival; and,

WHEREAS, Section 3-1.3 of the Code of the Borough of Roselle Park requires that the governing body adopt a Resolution approving the use of public property by a bona fide non-profit organization for the service and/or consumption of alcohol in connection with a Social Affair Permit Granted by the New Jersey Division of Alcoholic Beverage Control.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey hereby grants permission to RPSC, Inc. with its principal incorporated address located at 520 East Grant Avenue, Roselle Park, New Jersey 07204, to provide for service and/or consumption of alcohol upon public lands within and around Municipal Parking Lot No. 1 at the Borough of Roselle Park’s 2023 Arts Festival on Saturday, September 30, 2023, or Sunday, October 1, 2023 in the event of inclement weather; and,

BE IT FURTHER RESOLVED that such permission shall be contingent upon the approval of a Social Affair Permit issued by the New Jersey Division of Alcoholic Beverage Control and continued cooperation with the Roselle Park Police Department; and,

BE IT FURTHER RESOLVED that should any situation arise such that the approvals granted within the foregoing Resolution be deemed a matter of imminent adverse and/or undue public safety the Chief of Police, or his designee, shall have the authority to revoke such approvals without the need for further action of Mayor and Council.

RESOLUTION NO. 200-23

GRANTING PERMISSION TO ROSELLE PARK YOUTH FOOTBALL TO OPERATE  
 A SOCIAL AFFAIR PERMIT GRANTED BY THE NEW JERSEY DIVISION OF ALCOHOLIC  
 BEVERAGE CONTROL IN MICHAEL J. MAURI PARK AS PART OF THE BOROUGH OF  
 ROSELLE PARK’S 2023 OKTOBERFEST CELEBRATION

WHEREAS, the Borough of Roselle Park plans to hold its 2023 Oktoberfest Celebration upon public lands within and around Michael J. Mauri Park on Saturday, September 16, 2023, or Sunday, September 17, 2023 in the event of inclement weather; and,

WHEREAS, Roselle Park Youth Football wishes to sponsor and otherwise operate a beer/wine garden in connection with and as part of the Borough of Roselle Park’s 2023 Oktoberfest Celebration; and,

WHEREAS, Section 3-1.3 of the Code of the Borough of Roselle Park requires that the governing body adopt a Resolution approving the use of public property by a bona fide non-profit organization for the

service and/or consumption of alcohol in connection with a Social Affair Permit Granted by the New Jersey Division of Alcoholic Beverage Control.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey hereby grants permission to Roselle Park Youth Football with its principal incorporated address located at 415 Spruce Street, Roselle Park, New Jersey 07204, to provide for service and/or consumption of alcohol upon public lands within and around Michael J. Mauri Park at the Borough of Roselle Park's 2023 Oktoberfest Celebration on Saturday, September 16, 2023, or Sunday, September 17, 2023 in the event of inclement weather; and,

BE IT FURTHER RESOLVED that such permission shall be contingent upon the approval of a Social Affair Permit issued by the New Jersey Division of Alcoholic Beverage Control and continued cooperation with the Roselle Park Police Department; and,

BE IT FURTHER RESOLVED that should any situation arise such that the approvals granted within the foregoing Resolution be deemed a matter of immanent adverse and/or undue public safety the Chief of Police, or his designee, shall have the authority to revoke such approvals without the need for further action of Mayor and Council.

RESOLUTION NO. 201-23

AUTHORIZING CHANGE ORDER NO. 1 TO CIFELLI & SON GENERAL CONTRACTING, INC. FOR THE PROJECT, "IMPROVEMENTS TO UNION ROAD & MAPLEWOOD AVENUE (FY2022 NJDOT MUNICIPAL AID)" IN THE AMOUNT OF A \$3,363.19 DECREASE (-0.63%) TO REFLECT A TOTAL CONTRACT AMOUNT OF \$526,966.46 AFTER ALL CHANGE ORDERS

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 Special Projects Engineer, a Change Order for the Contract listed below be and is hereby approved:

TITLE OF JOB: Improvements to Union Rd. & Maplewood Ave. (FY22 NJDOT Municipal Aid)

CONTRACTOR: Cifelli & Son General Contracting, Inc.  
81 Franklin Avenue, Nutley, New Jersey 07110

CHANGE ORDER No: 1

AMOUNT OF CHANGE THIS RESOLUTION: \$3,363.19 Decrease (-0.63%) for an updated contract amount of \$526,966.46; 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. 202-23

AUTHORIZING CLOSE OUT OF THE CONTRACT WITH CIFELLI & SON GENERAL CONTRACTING, INC. FOR THE PROJECT "IMPROVEMENTS TO UNION ROAD & MAPLEWOOD AVENUE (FY2022 NJDOT MUNICIPAL AID)"

BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that the contract for the project "Improvements to Union Road & Maplewood Avenue (FY2022 NJDOT Municipal Aid)" was constructed by Cifelli & Son General Contracting, Inc. of 81 Franklin Avenue, Nutley, New Jersey 07110 in accordance with the plans, specifications and any approved change orders, as directed by the Borough's Special Project Engineer; and,

BE IT FURTHER RESOLVED that final payment in the amount of Fifteen Thousand Nine-Hundred Dollars and Forty-Two Cents (\$15,900.42) is hereby approved.

RESOLUTION NO. 203-23

AUTHORIZING THE SUBMISSION FORM 1B, SUPPORTING AN APPLICATION FOR GRANT TERM NUMBER TWO OF THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES/DIVISION ON MENTAL HEALTH AND ADDICTION SERVICES (DMHAS) YOUTH LEADERSHIP GRANT EXTENDING SEPTEMBER 1, 2023 THROUGH SEPTEMBER 30, 2025 IN SUPPORT OF THE ROSELLE PARK MUNICIPAL ALLIANCE PROGRAM

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

WHEREAS, in coordination with GCADA, the New Jersey Department of Human Services/Division on Mental Health and Addiction Services (DMHAS) has awarded a Youth Leadership Grant to the GCADA Municipal Alliance Program; and,

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

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

WHEREAS, the Borough of Roselle Park Council has applied for DMHAS Youth Leadership funding through the Governor’s Council on Alcoholism and Drug Abuse through the County of Union.

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

1. The Borough of Roselle Park Council does hereby authorize submission of an application for DMHAS Grant funding for the Roselle Park Municipal Alliance for Grant Term Two (09/01/2023 – 09/30/2025) in the amount of:

DMHAS Grant Funding:           \$3,403.00

2. The Borough of Roselle Park Council acknowledges the terms and conditions for administering the Municipal Alliance Grant, including the administrative compliance and audit requirements.

RESOLUTION NO. 204-23

ACCEPTING THE RETIREMENT OF FRANKLIN EDWARDS

BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey does hereby accept the retirement of Franklin Edwards from the Borough of Roselle Park (the, “Borough”), current Crossing Guard, effective June 22, 2023.

RESOLUTION NO. 205-23

ACCEPTING THE RETIREMENT OF JUDITH EDWARDS

BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey does hereby accept the retirement of Judith Edwards from the Borough of Roselle Park (the, "Borough"), current Crossing Guard, effective June 22, 2023.

RESOLUTION NO. 206-23

AUTHORIZING THE BOROUGH CLERK TO AUCTION UNCLAIMED VEHICLES

WHEREAS, the Borough of Roselle Park (hereinafter, the "Borough") no longer has use for the automobiles listed herein; and,

WHEREAS, the Mayor and Council (hereinafter, the "Governing Body") of the Borough believes it to be advantageous to dispose of this now surplus property; and,

WHEREAS, N.J.S.A. 40A:12-13, N.J.S.A. 40A:12-13.1, and various other statues and administrative regulations of the State of New Jersey permit the Borough to dispose of surplus property no longer needed for public use by auction and to authorize such action by Resolution.

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 Borough Clerk be and is hereby authorized to sell the listed items, as is, at public auction beginning at 10:00 a.m., local prevailing time, on Thursday, August 24, 2023; and,

BE IT FURTHER RESOLVED that said auction will be advertised by way of the following printed and electronic media: (a) The Union County Local Source, and (b) Borough of Roselle Park website; and,

BE IT FURTHER RESOLVED that said auction shall be conducted by the Borough Clerk or by any person so designated by him with the following explicit provisions of sale:

1. Said property is being sold "as is".
2. All prospective purchasers are put on notice to personally inspect the property.
3. At the date, time and place of sale, a purchaser shall deposit the entire purchase price with the Borough Clerk in cash or certified check made payable to the "Borough of Roselle Park."
4. If the purchaser fails to take title and possession within ten calendar (10) days of the date of purchase, the Governing Body of the Borough may declare the contract of sale to be terminated and may retain all monies paid there under as liquidated damages; likewise, the Borough may re-sell said property or pursue such other and further legal and equitable remedies as it may have; furthermore, if the purchaser fails to take title or possession within said ten (10) days, purchaser will be liable for reasonable storage fees.
5. If the title to this property shall prove to be unmarketable, the liability of the Borough shall be limited to the repayment of the amount of any sums paid by said purchaser to the Borough without any further costs, expense, damage, claim against or liability upon the Borough.
6. The Borough of Roselle Park reserves the right to reject bids and shall not be obligated to accept any bids.
7. All prospective purchasers are put on notice that no employee, agent, officer, body or subordinate body has any authority to waive, modify or amend any of the conditions of sale.

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Identification Number</u>	<u>Minimum Bid</u>	<u>Location</u>
2010	Nissan	Altima	1N4AL2AP2AN459785	\$450.00	George's

2010	Hyundai	Accord	KMHCM3AC4AU173960	\$450.00	George's
2000	Honda		1HGCG6658YA105133	\$450.00	Sisbarro's

RESOLUTION NO. 207-23

AUTHORIZING AN EMPLOYMENT AGREEMENT WITH DONNA L. CORRIGAN AS  
DEPUTY MUNICIPAL CLERK

BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey recognize that Donna L. Corrigan serves primarily as the Deputy Municipal Clerk of the Borough of Roselle Park, but also serves in various other roles within the scope of her employment with the municipality; and,

BE IT FURTHER RESOLVED that an employment agreement be and hereby is authorized with Donna L. Corrigan so as to reflect that which is contained in Exhibit A of the foregoing Resolution; and,

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are authorized and directed to execute such employment agreement between the Borough of Roselle Park and Donna L. Corrigan; and,

BE IT FURTHER RESOLVED that the employment agreement authorized herein shall be considered effective immediately.

**Exhibit A**  
**of Resolution No. 207-23**

**EMPLOYMENT AGREEMENT**  
**DEPUTY MUNICIPAL CLERK**

*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 Donna L. Corrigan, who at the time of agreement execution resides at 608 Ashwood Avenue, Roselle Park, New Jersey 07062.*

**WHEREAS**, on January 31, 1996, Donna L. Corrigan was duly appointed Deputy Municipal Clerk of the Borough of Roselle Park pursuant to the governing body's adoption of Resolution No. 33-96; and,

**WHEREAS**, on March 1, 2007, Donna L. Corrigan was duly appointed Recycling Coordinator of the Borough of Roselle Park pursuant to the governing body's adoption of Resolution No. 74-07; and,

**WHEREAS**, in 2012 Donna L. Corrigan was duly appointed Deputy Registrar of Vital Statistics pursuant to the Roselle Park Board of Health's adoption of Board of Health Resolution No. 3-2012; and,

**WHEREAS**, on June 1, 2017, Donna L. Corrigan was duly appointed Multi-Dwelling Administrator of the Borough of Roselle Park pursuant to the governing body's adoption of Resolution No. 158-17; and,

**WHEREAS**, the Borough and Donna L. Corrigan desire to set forth all of the terms and conditions of Donna L. Corrigan's employment with the Borough of Roselle Park in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement, the Borough and Donna L. Corrigan agree as follows:

1. **Incorporation of Recitals.** The recitals outlined above are considered agreed by the Borough and Donna L. Corrigan and incorporated fully into the forgoing agreement.

2. **Reporting Structure.** Donna L. Corrigan shall report directly to the Municipal Clerk.
3. **Responsibilities.** Donna L. Corrigan will primarily perform all of the duties and responsibilities of Deputy Municipal Clerk as set forth in Roselle Park Borough Code Section 2-8.11 and N.J.S.A. 40A:9-135 et seq. which are incorporated into this Agreement by reference. Donna L. Corrigan shall also perform all duties of Recycling Coordinator, Deputy Registrar of Vital Statistics, and Multi-Dwelling Administrator pursuant to the various statutes and regulations stipulated State of New Jersey and the Borough of Roselle Park Municipal Code.
4. **Working Hours.** Donna L. Corrigan will work the hours needed to fulfill all of the duties and responsibilities of the position(s) in a timely and efficient manner. Under normal circumstances, Donna L. Corrigan's regular work schedule will be 8:30 a.m. to 4:30 p.m. Donna L. Corrigan 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. Donna L. Corrigan 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 Donna L. Corrigan with additional compensation for attendance at these meetings or for work performed outside of the regular work schedule.
5. **Annual Salary.** As of the time of execution of this agreement the Borough agrees to pay Donna L. Corrigan an annual base salary of Seventy-Eight Thousand Eight-Hundred Sixty-Three Dollars and Zero Cents (\$78,863.00) for all employment positions pursuant to this contract. Effective January 1, 2024, and thereafter, she shall receive adjustments in salary as may be approved by the governing body by Resolution.
6. **No Eligibility for Overtime.** Aside from work conducted during the course of Election Day operations, Donna L. Corrigan is not eligible for overtime compensation or compensatory time. However, with permission from the Municipal Clerk, Donna L. Corrigan may be permitted to utilize excessive work hours as a means of time off. In the absence of the Municipal Clerk, the Chief Administrative Officer may grant such permission.
7. **Borough Policies.** Donna L. Corrigan understands and agrees that she will follow all Borough policies, procedures, rules and regulations concerning employee conduct in the workplace. These referenced policies include those in effect at the time of the execution of the foregoing agreement, and those implemented thereafter. These policies, procedures, rules and regulations are incorporated by reference into this Agreement.
8. **Insurance/Pension.** The Borough shall provide Donna L. Corrigan with health insurance, hospitalization, dental, prescription, and life insurance consistent with the coverages offered to employees hired prior to January 1, 2020 covered by the Clerical Bargaining Unit Contract in effect at the time of the execution of the foregoing employment agreement. The Borough shall have the right to substitute a different hospitalization and/or major medical insurance carrier, providing that replacement coverage is substantially similar to that afforded by the current carrier. During active employment, Donna L. Corrigan will be responsible for contributing the same percentage as the members of the Clerical Bargaining Unit toward the cost of health insurance coverage. Donna L. Corrigan will have pension coverage under the New Jersey Public Employee Retirement System ("PERS").
9. **Notification of Absence.** Donna L. Corrigan will provide the Municipal Clerk 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 she

will provide notice of her absence as soon as practicable. In the absence of the Municipal Clerk, Donna L. Corrigan will inform the Chief Administrative Officer of absences.

10. **Benefits.** Donna L. Corrigan shall receive twenty-five (25) days per year of vacation time, holidays consistent with the Clerical Bargaining Unit, three (3) personal days, and fifteen (15) sick leave days. Vacation days and personal days shall not accumulate year over year. The balance, if any shall exist, of any vacation days left at the end of a calendar year shall be forfeited without any monetary value. The balance, if any shall exist, of any personal days left at the end of a calendar year shall be valued day-for-day (1:1) and may be sold back. Upon mutual agreement of the parties, Donna L. Corrigan may receive additional benefits deemed appropriate for someone at her level, with her years of experience, and her proven dedication to the Borough.

11. **Accumulated Sick Time.** Upon retirement, Donna L. Corrigan 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 fifteen-thousand dollars and zero cents (\$15,000.00). Donna L. Corrigan agrees that voluntary resignation from employment, or termination for just cause shall act as a forfeiture of any and all accumulated sick time.

Annually, Donna L. Corrigan shall be permitted to sell back and/or accumulate sick leave pursuant to the "Employee Sell Back Sick Leave Program" outlined in Article 26 of Clerical Bargaining Unit Contract in effect at the time of the execution of the foregoing employment agreement. For the purposes of this provision, Donna L. Corrigan shall follow the schedule for employees hired before January 1, 2000.

12. **Retirement.** Upon Donna L. Corrigan attaining fifteen (15) years of service with the Borough and having reached the age of sixty-five (65), she will be entitled to receive lifetime Borough-paid major medical insurance and prescription program insurance pursuant to the policy in effect at the time of her retirement, unless Donna L. Corrigan is receiving similar benefits from another employer, a former employer or another source on a non-contribution basis. Donna L. Corrigan will be responsible to contribute pursuant to P.L. 2011, c. 78 toward the cost of her premium. Upon retirement, Donna L. Corrigan shall be entitled to sell back her balance of annual personal and vacation time at a day-for-day (1:1) rate.

13. **Worker's Compensation.** The Borough will provide Donna L. Corrigan with worker's compensation insurance in accordance with established State regulations.

14. **Seminars, Conferences and Training.** The Borough will permit Donna L. Corrigan to use a reasonable amount of time to attend seminars, conferences and training programs. Donna L. Corrigan may also participate in professional associations. The Borough agrees to pay for dues for membership in the various professional associations established within the State of New Jersey associated with her contractual duties. The Borough will also pay for Donna L. Corrigan to attend seminars and conferences which are necessary for her to maintain her various licenses.

In the case of out-of-state seminars or conferences, the Borough will underwrite or reimburse the costs for registration expenses for such seminars, conferences, and training programs. The Borough will not pay for travel or housing in these instances; such costs shall be borne and paid for by Donna L. Corrigan.

*Should Donna L. Corrigan enroll in a training program through the State of New Jersey Department of Community Affairs' Certification Unit and leave the Borough within three (3) years of her start date of class for any reason, she will be obligated to reimburse the Borough for the costs of such training program.*

15. **Resignation.** *Donna L. Corrigan will provide a minimum of thirty (30) days advance written notice of her intent to resign. If mutually acceptable, the Borough and Donna L. Corrigan 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.*
16. **Termination.** *Except as otherwise provided in this Agreement, Donna L. Corrigan's employment shall terminate the earliest to occur of the dates specified below:*
  - a. *The close of business on the date of Donna L. Corrigan's death.*
  - b. *The close of business on an early termination date mutually agreed to in writing by the Borough and Donna L. Corrigan.*
  - c. *The close of business on the day on which the Borough shall have delivered to Donna L. Corrigan a written notice of the Borough's election to terminate her employment for "Cause", which is defined as:*
    - i. *A documented inability to perform duties by Donna L. Corrigan with regard to the Borough where it results in material detriment to the Borough;*
    - ii. *Substantial and continuing refusal by Donna L. Corrigan to perform the duties required of her;*
    - iii. *Donna L. Corrigan being charged or convicted of a felony or pleading nolo contendere to a felony;*
    - iv. *Loss of one (1) or more of Donna L. Corrigan's license(s) to work.*

*With regard to subparagraphs (i) and (ii) herein, Donna L. Corrigan 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 her employment.*

  - d. *The close of business on the thirtieth (30<sup>th</sup>) day following Donna L. Corrigan having provided written notification of her intent to voluntarily resign, unless the Borough and Donna L. Corrigan agree to an earlier termination date.*
17. **Residency.** *The Borough shall not require Donna L. Corrigan to become a resident of the Borough at any time during her employment.*
18. **Defense.** *The Borough shall defend, hold harmless and indemnify Donna L. Corrigan 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 Donna L. Corrigan where she was acting outside the scope of her responsibilities or engaged in willful or gross misconduct.*



19. **Entire Agreement.** *This Agreement sets forth the entire agreement between the parties, fully supersedes any and all prior agreements or understandings between the parties, and many not be modified orally. Either party may seek to terminate or amend this Agreement. All amendments to this Agreement must be in writing signed by the Borough, through its Governing Body, and Donna L. Corrigan.*
20. **Severability.** *Should any provision of this Agreement be declared or determined by the court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected and the illegal or invalid part, term or provision shall be revised by the court in order that it should be considered legal.*
21. **Arbitration Disputes.** *The Borough and Donna L. Corrigan agree that any dispute that may develop under this Agreement shall be resolved through binding arbitration in accordance with the rules of the New Jersey Public Employment Relations Commission. Each party shall be responsible for its own attorney's fees and the costs of the arbitration will be evenly split between the parties. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.*
22. **Outside Employment.** *Outside employment must be secondary to Borough work. However, Donna L. Corrigan 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. Donna L. Corrigan must obtain written approval of the Municipal Clerk, or Chief Administrative Officer, before accepting any outside employment.*
23. **Confidential Information.** *"Confidential Information" is technical or business information of the Borough discovered, invented, authored or acquired by Donna L. Corrigan during her employment with the Borough and not generally known to the public. Donna L. Corrigan recognizes and acknowledges that Confidential Information, which Donna L. Corrigan will become knowledgeable of as an employee of the Borough, are valuable, special and unique aspects of the Borough. Accordingly, during Donna L. Corrigan'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, Donna L. Corrigan shall not, without the express written consent of the Borough, directly or indirectly, by Donna L. Corrigan or through any other person, firm, partnership, corporation, entity or enterprise disclose or use in any manner, or allow to be disclosed or used in any manner the Borough's Confidential Information.*
24. **Borough Property.** *All originals and photocopies or any other form of reports, memoranda, manuals, agreements, books, computer records and printouts, customer lists, sales records, and any other material and/or equipment furnished to and/or maintained by Donna L. Corrigan 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. In the case of the latter, the Borough reserves the right to withhold Donna L. Corrigan's final paycheck until such a time as all Borough property is returned.*
25. **Governing Law.** *This Agreement shall be governed by and construed under the laws of the State of New Jersey applicable to agreements made to be performed therein. The courts of the State of New Jersey, Union County, shall have exclusive jurisdiction.*

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

RESOLUTION NO. 209-23

APPROVING THE INSERTION OF A BULLETPROOF VEST PARTNERSHIP GRANT  
AS A SPECIAL ITEM OF REVENUE IN THE 2023 MUNICIPAL BUDGET IN THE AMOUNT  
OF \$3,029.94

WHEREAS, *N.J.S.A. 40A:4-87* provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount was not determined at the time of the adoption of the budget; and,

WHEREAS, the Director may also approve the insertion of any item of appropriation for equal amount.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2023 in the sum of \$3,029.94 which item is now available as a revenue from the Bulletproof Vest Partnership Grant pursuant to the provisions of statute; and,

BE IT FURTHER RESOLVED, that the like sum of \$3,029.94 is hereby appropriated under the caption of the 2023 Bulletproof Vest Partnership Grant; and,

BE IT FURTHER RESOLVED, that the Borough Clerk forward a certified copy of this Resolution with enclosures to the Chief Financial Officer to submit the Resolution electronically to the Director of the Division of Local Government Services.

RESOLUTION NO. 211-23

AWARDING A PROFESSIONAL SERVICES CONTRACT TO MCMANIMON, SCOTLAND  
& BAUMANN, LLC FOR REDEVELOPMENT COUNSEL SERVICES ASSOCIATED WITH  
A CONDEMNATION REDEVELOPMENT STUDY OF BLOCK 608, LOTS 1.01, 17, 18, 19,  
20, 21, 22, 23 AND 24.01 OF THE MUNICIPAL TAX MAP OF THE BOROUGH OF  
ROSELLE PARK, COMMONLY KNOWN AS 107 FILBERT STREET, 110 CHESTNUT  
STREET, 1 WEST WESTFIELD AVENUE, 5-9 WEST WESTFIELD AVENUE, 11-13 WEST  
WESTFIELD AVENUE, 15 WEST WESTFIELD AVENUE, 21 WEST WESTFIELD AVENUE,  
33 WEST WESTFIELD AVENUE AND 37-39 WEST WESTFIELD AVENUE, ALONG WITH  
ALL STREETS AND RIGHTS OF WAY APPURTENANT THERETO, IN AN AMOUNT  
NOT TO EXCEED \$6,500.00

BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that a Professional Service Contract for redevelopment counsel services associated with a condemnation redevelopment study of Block 608, Lots 1.01, 17, 18, 19, 20, 21, 22, 23 and 24.01 of the municipal tax map be awarded McManimon, Scotland & Baumann, LLC of 75 Livingston Avenue, Second Floor, Roseland, new Jersey 07068 for the sum not to exceed six-thousand five-hundred dollars and zero cents (\$6,500.00); and,

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

BE IT FURTHER RESOLVED that charges incrementally incurred and paid associated with this contract shall be pursuant to the contract terms authorized in Resolution No. 28-23.

RESOLUTION NO. 212-23

AWARDING A PROFESSIONAL SERVICES CONTRACT TO CONSULTING & MUNICIPAL ENGINEERS (CME ASSOCIATES) FOR PROFESSIONAL PLANNING SERVICES ASSOCIATED WITH A CONDEMNATION REDEVELOPMENT STUDY OF BLOCK 608, LOTS 1.01, 17, 18, 19, 20, 21, 22, 23 AND 24.01 OF THE MUNICIPAL TAX MAP OF THE BOROUGH OF ROSELLE PARK, COMMONLY KNOWN AS 107 FILBERT STREET, 110 CHESTNUT STREET, 1 WEST WESTFIELD AVENUE, 5-9 WEST WESTFIELD AVENUE, 11-13 WEST WESTFIELD AVENUE, 15 WEST WESTFIELD AVENUE, 21 WEST WESTFIELD AVENUE, 33 WEST WESTFIELD AVENUE AND 37-39 WEST WESTFIELD AVENUE, ALONG WITH ALL STREETS AND RIGHTS OF WAY APPURTENANT THERETO, IN AN AMOUNT NOT TO EXCEED \$12,860.75

BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that a Professional Service Contract for professional planning services to conduct a condemnation redevelopment study of Block 608, Lots 1.01, 17, 18, 19, 20, 21, 22, 23 and 24.01 of the municipal tax map be awarded to Consulting & Municipal Engineers (CME Associates) of 3141 Bordentown Avenue, Parlin, NJ 08859 for the sum not to exceed twelve thousand eight-hundred sixty dollars and seventy-five cents (\$12,860.75); and,

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

BE IT FURTHER RESOLVED that charges incrementally incurred and paid associated with this contract shall be pursuant to the contract terms authorized in Roselle Park Municipal Land Use Board Resolution No. 2023-002 and the underlying proposal.

RESOLUTION NO. 213-23

APPOINTING IVANOVA M. FERDINAND TO THE POSITIONS OF ALTERNATE DEPUTY MUNICIPAL CLERK AND REGISTRAR OF VITAL STATISTICS

WHEREAS, a vacancy currently exists in the position of Registrar of Vital Statistics of the Borough of Roselle Park; and,

WHEREAS, the Mayor and Council (hereinafter, the “governing body”) wishes to fill the vacancy in the position of Registrar of Vital Statistics and likewise appoint and confirm an Alternate Deputy Municipal Clerk in support of the operation on the Municipal Clerk’s Office; and,

WHEREAS, it is the recommendation of the Municipal Clerk that the Mayor and Council (hereinafter, the “Governing Body”) appoint and otherwise confirm Ivanova M. Ferdinand to the positions of Alternate Deputy Municipal Clerk and Registrar of Vital Statistics in order to ensure continuity of operations, and the effective operations of the Municipal Clerk’s Office, the administration of the local Health Code, and the provisions of state statute; and,

WHEREAS, the Governing Body agrees with the recommendation of the Municipal Clerk and wishes to effectuate such appointment.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that Ivanova M. Ferdinand of 81 Woodland Avenue, Floor 2, Little Ferry, New Jersey 07643 be and is hereby appointed to the positions of Alternate Deputy Municipal Clerk at a prorated salary of \$50,000.00 per annum and Registrar of Vital Statistics at a prorated salary of \$8,000.00 per annum effective August 7, 2023; and,

BE IT FURTHER RESOLVED that an Employment Agreement be authorized and duly executed between the Borough and Ivanova M. Ferdinand as set forth in Exhibit A attached hereto and made a part hereof.

**Exhibit A of**  
**Resolution No. 213-23**

**EMPLOYMENT AGREEMENT**  
**ALTERNATE DEPUTY MUNICIPAL CLERK**  
**& REGISTRAR OF VITAL STATISTICS**

*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 Ivanova M. Ferdinand, who at the time of execution of the foregoing agreement resides at 81 Woodland Avenue, Floor 2, Little Ferry, New Jersey 07643.*

**WHEREAS**, *Ivanova M. Ferdinand possesses a Certified Municipal Registrar license, as issued by the New Jersey Department of Health, qualifying her to serve as a local Registrar of Vital Statistics; and,*

**WHEREAS**, *Ivanova M. Ferdinand was duly appointed Alternate Deputy Municipal Clerk of the Borough of Roselle Park and the Registrar of Vital Statistics of the Borough of Roselle Park pursuant to the adoption of Resolution No. 213-23 by the Borough's governing body; and,*

**WHEREAS**, *Ivanovna M. Ferdinand's appointment as Registrar of Vital Statistics was explicitly made and confirmed in accordance with N.J.S.A. 26:8-13 for a statutory three (3) year initial term effective August 7, 2023 and set to expire on August 6, 2026; and,*

**WHEREAS**, *the Borough and Ivanova M. Ferdinand desire to set forth all of the terms and conditions of Ivanova M. Ferdinand's employment as the Borough's Alternate Deputy Municipal Clerk and Registrar of Vital Statistics in this Agreement.*

**NOW, THEREFORE**, *in consideration of the mutual promises contained in this Agreement, the Borough and Ivanova M. Ferdinand agree as follows:*

1. ***Incorporation of Recitals.*** *The recitals outlined above are considered agreed by the Borough and Ivanova M. Ferdinand and incorporated fully into the forgoing agreement.*
2. ***Reporting Structure.*** *Ivanova M. Ferdinand shall report directly to the Municipal Clerk.*
3. ***Responsibilities.*** *At the direction of the Municipal Clerk, or in the absence of the Deputy Municipal Clerk, Ivanova M. Ferdinand will perform all of the duties and responsibilities of Deputy Municipal Clerk as set forth in Roselle Park Borough Code Section 2-8.11 and N.J.S.A. 40A:9-135 et seq. which are incorporated into this Agreement by reference. Ivanova M. Ferdinand shall also perform all duties of Registrar of Vital Statistics as set forth in N.J.S.A. 26:8-25 and as otherwise set forth by the Borough of Roselle Park.*
4. ***Working Hours.*** *Ivanova M. Ferdinand 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, Ivanova M. Ferdinand's regular work schedule will be 8:30 a.m. to 4:30 p.m. Ivanova M. Ferdinand will be available at other times as-needed and understands that the fulfillment of her responsibilities may require working outside of the regular work schedule.*

- Ivanova M. Ferdinand further understands that collaborate or deliberative meetings, such as meetings of the Board of Health or governing body, will generally occur in the evening. It is understood and agreed that the Borough will not provide Ivanova M. Ferdinand with additional compensation for attendance at these meetings or for work performed outside of the regular work schedule.*
5. ***Probationary Period.*** *Ivanova M. Ferdinand shall be subject to a probationary period for the first six (6) months of her employment with the Borough of Roselle Park; commencing August 7, 2023 and concluding on February 6, 2024. During this probationary period, the Borough reserves the right to terminate Ivanova M. Ferdinand for any reason within its sole discretion. Such termination shall not have recourse through any grievance or arbitration process.*
  6. ***Annual Salary.*** *Effective August 7, 2023 the Borough agrees to pay Ivanova M. Ferdinand an annual base salary of Fifty-Eight Thousand Dollars and Zero Cents (\$58,000.00) as and Registrar of Vital Statistics as stipulated in Resolution No. 213-23. Effective January 1, 2024, and thereafter, she shall receive adjustments in salary as may be approved by the governing body by Resolution. Upon attaining certification as a Registered Municipal Clerk, Ivanova M. Ferdinand's annual salary as Alternate Deputy Clerk will be increased five-thousand dollars and zero cents (\$5,000.00).*
  7. ***No Eligibility for Overtime.*** *Ivanova M. Ferdinand is not eligible for overtime compensation or compensatory time. However, with permission from the Municipal Clerk, Ivanova M. Ferdinand may be permitted to utilize excessive work hours as a means of time off. In the absence of the Municipal Clerk, the Chief Administrative Officer may grant such permission.*
  8. ***Borough Policies.*** *Ivanova M. Ferdinand 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.*
  9. ***Health Insurance & Pension.*** *The Borough shall provide Ivanova M. Ferdinand with health insurance, hospitalization, dental, prescription, and life insurance consistent with the coverages offered to employees hired on or after January 1, 2020 covered by the Clerical Bargaining Unit Contract in effect at the time of the execution of the foregoing employment agreement. The Borough shall have the right to substitute a different hospitalization and/or major medical insurance carrier, providing that replacement coverage is substantially similar to that afforded by the current carrier. During active employment, Ivanova M. Ferdinand will be responsible for contributing the same percentage as the members of the Clerical Bargaining Unit toward the cost of health insurance coverage. Ivanova M. Ferdinand will have pension coverage under the New Jersey Public Employee Retirement System ("PERS").*
  10. ***Notification of Absence.*** *Ivanova M. Ferdinand will provide the Municipal Clerk 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 Ivanova M. Ferdinand will provide notice of her absence as soon as practicable.*
  11. ***Benefits.*** *Ivanova M. Ferdinand shall receive fifteen (15) days per year of vacation time (7 days of a prorated basis for 2023), holidays consistent with the Clerical Bargaining Unit, three (3) personal days (2 days on a prorated basis for 2023), and fifteen (15) sick leave days (7 days on a prorated basis for 2023). Upon mutual agreement of the parties, Ivanova M. Ferdinand*

*may receive additional benefits deemed appropriate for someone at her level, with her years of experience, and her proven dedication to the Borough.*

12. **Accumulated Sick Time.** *Upon retirement Ivanova M. Ferdinand 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 fifteen-thousand dollars and zero cents (\$15,000.00). Ivanova M. Ferdinand agrees that voluntary resignation from employment, or termination for just cause shall act as a forfeiture of any and all accumulated sick time.*

*Annually, Ivanova M. Ferdinand shall be permitted to sell back and/or accumulate sick leave pursuant to the "Employee Sell Back Sick Leave Program" outlined in Article 26 of Clerical Bargaining Unit Contract in effect at the time of the execution of the foregoing employment agreement. For the purposes of this provision, Ivanova M. Ferdinand shall follow the schedule for employees hired before January 1, 2000.*

13. **Retirement.** *Upon Ivanova M. Ferdinand 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 major medical insurance and prescription program insurance, unless Ivanova M. Ferdinand is receiving similar benefits from another employer, a former employer or another source on a non-contribution basis. Ivanova M. Ferdinand will be responsible to contribute pursuant to P.L. 2011, c. 78 toward the cost of her premium. Upon retirement, Ivanova M. Ferdinand shall be entitled to sell back her balance of annual personal and vacation time at a day-for-day (1:1) rate.*

14. **Worker's Compensation.** *The Borough will provide Ivanova M. Ferdinand with worker's compensation insurance in accordance with established State regulations.*

15. **Seminars, Conferences and Training.** *The Borough will permit Ivanova M. Ferdinand to use a reasonable amount of time to attend seminars, conferences and training programs. Ivanova M. Ferdinand may also participate in professional associations. The Borough agrees to pay for dues for membership in the various local Registrar associations. The Borough will also pay for Ivanova M. Ferdinand to attend seminars and conferences which are necessary for her to maintain her Certified Municipal Registrar (CMR) license.*

*In the case of out-of-state seminars or conferences, the Borough will underwrite or reimburse the costs for registration expenses for such seminars, conferences, and training programs, but will not pay for travel or housing; such costs shall be borne and paid for by Ivanova M. Ferdinand.*

*Should Ivanova M. Ferdinand enroll in a training program through the State of New Jersey Department of Community Affairs' Certification Unit, such as the Registered Municipal Clerk (RMC) program, and leave Borough employment within three (3) years of her start date of class for any reason, she will be obligated to reimburse the Borough for the costs of such training program.*

16. **Resignation.** *Ivanova M. Ferdinand will provide a minimum of fourteen (14) calendar days advance written notice of her intent to resign. If mutually acceptable, the Borough and Ivanova M. Ferdinand may agree to reduce the length of notice at the time it is given. Failure to provide a minimum of fourteen (14) days advance notice will constitute a resignation not in good standing.*

17. **Termination.** *Except as otherwise provided in this Agreement, Ivanova M. Ferdinand's employment shall terminate the earliest to occur of the dates specified below:*
- a. *At any point within Ivanova M. Ferdinand's probationary period stipulated within Section 5 of the foregoing agreement when the Borough duly excises its right to terminate the employment of Ivanova M. Ferdinand.*
  - b. *The close of business on the date of Ivanova M. Ferdinand's death.*
  - c. *The close of business on the day on which the Borough shall have delivered to Ivanova M. Ferdinand a written notice of the Borough's election to terminate her employment for "Cause", which is defined as:*
    - i. *A documented inability to perform duties by Ivanova M. Ferdinand with regard to the Borough;*
    - ii. *Substantial and continuing refusal by Ivanova M. Ferdinand to perform the duties required of her;*
    - iii. *Ivanova M. Ferdinand being charged or convicted of a felony or pleading nolo contendere to a felony;*
    - iv. *Loss of one (1) or more of Ivanova M. Ferdinand's license(s) to work.*

*With regard to subparagraphs (i) and (ii) herein, Ivanova M. Ferdinand 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 her employment.*
  - d. *The close of business on the fourteenth (14<sup>th</sup>) day following Ivanova M. Ferdinand having provided written notification of her intent to voluntarily resign, unless the Borough and Ivanova M. Ferdinand agree to an earlier termination date.*
18. **Performance Evaluation.** *Ivanova M. Ferdinand agrees to take part in an ongoing performance evaluation process where formalized evaluations may take place no less than once per year. Such evaluations shall be conducted by the Municipal Clerk and/or the Chief Administrative Officer, and shall be performed in a manner pursuant to formal and generalized policies promulgated by them in consult with municipal labor counsel.*
19. **Residency.** *The Borough shall not require Ivanova M. Ferdinand to become a resident of the Borough at any time during her employment.*
20. **Defense.** *The Borough shall defend, hold harmless and indemnify Ivanova M. Ferdinand 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 Ivanova M. Ferdinand where she was acting outside the scope of her responsibilities or engaged in willful or gross misconduct.*
21. **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 Ivanova M. Ferdinand.*
22. **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.*
  23. **Arbitration Disputes.** *The Borough and Ivanova M. Ferdinand agree that any dispute that may develop under this Agreement shall be resolved through binding arbitration in accordance with the rules of the New Jersey Public Employment Relations Commission. Each party shall be responsible for its own attorney's fees and the costs of the arbitration will be evenly split between the parties. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.*
  24. **Outside Employment.** *Outside employment must be secondary to Borough work. However, Ivanova M. Ferdinand is permitted to have outside employment as long as the schedule of such employment does not conflict with Borough business or create a conflict of interest or appearance of impropriety for the Borough. Ivanova M. Ferdinand must obtain the written approval of the Municipal Clerk before accepting any outside employment.*
  25. **Confidential Information.** *"Confidential Information" is technical or business information of the Borough discovered, invented, authored or acquired by Ivanova M. Ferdinand during her employment with the Borough and not generally known to the public. Ivanova M. Ferdinand recognizes and acknowledges that Confidential Information, which Ivanova M. Ferdinand will become knowledgeable of as an employee of the Borough, are valuable, special and unique aspects of the Borough. Accordingly, during Ivanova M. Ferdinand 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, Ivanova M. Ferdinand shall not, without the express written consent of the Borough, directly or indirectly, Ivanova M. Ferdinand 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.*
  26. **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 Ivanova M. Ferdinand 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. In the case of the latter, the Borough reserves the right to withhold Ivanova M. Ferdinand final paycheck until such a time as all Borough property is returned.*
  27. **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.*
  28. **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.*



29. *Survival of Obligations.* The obligations in this Agreement shall continue after termination of Ivanova M. Ferdinand's employment, regardless of the reason for termination.

RESOLUTION NO. 214-23

AUTHORIZING A REVERSE AUCTION AND PURCHASE OF MAIL LOAD  
ELECTRICAL SUPPLY FOR PUBLIC USE VIA AN ONLINE AUCTION WEBSITE

WHEREAS, at the recommendation of the Chief Administrative Officer of the Borough of Roselle Park (hereinafter, the "Borough") the Mayor and Council (hereinafter, the "governing body") has agreed to move forward authorizing a reverse auction in an effort to procure main load electrical energy supply plus ancillary costs for the Borough; and,

WHEREAS, the Local Unit Government Electronic Procurement Act (P.L. 2018, c. 156) (hereinafter, the "Act") authorizes the purchase of electrical energy plus ancillary costs services for public use through the use of an online auction service; and,

WHEREAS, Borough will utilize the online auction services of EMEX, LLC, a division of Mantis Innovation, an approved vendor pursuant to the Act; and,

WHEREAS, EMEX, LLC is compensated for all services rendered through the participating supplier that a contract is awarded to; and,

WHEREAS, the auction will be conducted pursuant to the Act; and,

WHEREAS, if the auction achieves a price of \$0.04840/kWh or less for any term, the Governing Body shall expressly authorize award and entrance into such a contract to the winning supplier for the selected term.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey does hereby authorize and direct the Chief Administrative Officer of the Borough to facilitate a reverse auction through EMEX, LLC pursuant to the Act for main load electrical energy supply plus ancillary costs; and,

BE IT FURTHER RESOLVED that the Chief Administrative Officer is hereby authorized and directed to execute, on behalf of the Borough, any contract for main load electrical energy supply plus ancillary costs offered by a participating supplier that submits the winning bid in the reverse auction if the auction achieves a price of \$0.04840/kWh or less for any qualifying term.

RESOLUTION NO. 216-23

AUTHORIZING A REVERSE AUCTION AND PURCHASE OF NATURAL GAS  
SUPPLY FOR PUBLIC USE VIA AN ONLINE AUCTION WEBSITE

WHEREAS, at the recommendation of the Chief Administrative Officer of the Borough of Roselle Park (hereinafter, the "Borough") the Mayor and Council (hereinafter, the "governing body") has agreed to move forward authorizing a reverse auction in an effort to procure natural gas supply plus ancillary costs for the Borough; and,

WHEREAS, the Local Unit Government Electronic Procurement Act (P.L. 2018, c. 156) (hereinafter, the "Act") authorizes the purchase of natural gas supply plus ancillary costs services for public use through the use of an online auction service; and,

WHEREAS, Borough will utilize the online auction services of EMEX, LLC, a division of Mantis Innovation, an approved vendor pursuant to the Act; and,

WHEREAS, EMEX, LLC is compensated for all services rendered through the participating supplier that a contract is awarded to; and,

WHEREAS, the auction will be conducted pursuant to the Act; and,

WHEREAS, if the auction achieves a price less than the prevailing price charged by Elizabethtown Gas Company for any term, the Governing Body shall expressly authorize award and entrance into such a contract to the winning supplier for the selected term.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey does hereby authorize and direct the Chief Administrative Officer of the Borough to facilitate a reverse auction through EMEX, LLC pursuant to the Act for natural gas supply plus ancillary costs; and,

BE IT FURTHER RESOLVED that the Chief Administrative Officer is hereby authorized and directed to execute, on behalf of the Borough, any contract for natural gas supply plus ancillary costs offered by a participating supplier that submits the winning bid in the reverse auction if the auction achieves a price less than the prevailing price charged by Elizabethtown Gas Company for any qualifying term.

RESOLUTION NO. 217-23

AUTHORIZING THE MAYOR AND BOROUGH CLERK TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH CARPENTERS LOCAL NO. 715 (MILLWRIGHTS LOCAL NO. 715) FOR THE HIRE OF TEMPORARY EMPLOYEES IF, WHEN AND WHERE NEEDED WITHIN THE SOLE DISCRETION OF THE BOROUGH

WHEREAS, the Mayor and Council (hereinafter, the “governing body”) of the Borough of Roselle Park (hereinafter, the “Borough”) recognizes that, at times, there is a need for temporary, qualified, and specialized employees to supplement its existing workforce; and,

WHEREAS, Carpenters/Millwrights Local No. 715 extend “Memoranda of Understanding” that permit the temporary hire of its qualified members to supplement the Borough’s existing workforce on an as-needed basis; and,

WHEREAS, the governing body seeks to enter into a Memorandum of Understanding with Carpenters/Millwrights Local No. 715 to provide the flexibility of temporary supplementation of the Borough’s existing workforce without any minimum usage commitment.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that the Mayor and Borough Clerk are hereby authorized and directed to execute a Memorandum of Understanding, substantially similar Exhibit A attached hereto, with Carpenters/Millwrights Local No. 715 for the hire of temporary employees if, when and where needed within the sole discretion of the Borough.

*Exhibit A of  
Resolution No. 217-23*

**MEMORANDUM OF UNDERSTANDING**

***BETWEEN BOROUGH OF ROSELLE PARK, A MUNICIPAL CORPORATION***

***AND***

***CARPENTERS LOCAL 715 (MILLWRIGHTS LOCAL 715)***

*This Memorandum of Understanding (“MOU”), dated as below set forth, between the **Borough of Roselle Park**, a Municipal Corporation having its offices at **110 East Westfield Avenue, Roselle Park, New Jersey 07204** (hereinafter the “**Municipality**”)*

***AND***

*The Carpenters and Millwrights of Local No. 715 having offices at 3 Quine Street, Cranford, New Jersey 07016 (hereinafter the “Local Union”)*

*WHEREAS, the Municipality intends to employ members of the Local Union on an as-needed, temporary basis to supplement its existing workforce; and*

*WHEREAS, the Local Union has, in its ranks, individuals residing in or near the Municipality who are qualified to perform such services.*

*NOW THEREFORE, in exchange of good and valuable consideration, the parties hereto agree and otherwise express understanding as follows:*

**1. TEMPORARY HIRING OF UNION MEMBERS BY THE MUNICIPALITY**

- a. The Municipality agrees to hire, in its sole discretion, as temporary, part-time employees such members of the Local Union as may be required by the Municipality to perform certain construction work and projects on a temporary basis.*
- b. The parties acknowledge that the number of Local Union members required, and the length of time for which said members may be required by the Municipality is at the discretion of the Municipality. It is agreed that the Local Union shall assign and provide such labor and workers as may be required by the Municipality. There is no minimum number, nor a maximum number, of Local Union members that may be temporarily hired by the Municipality.*
- c. Upon the Municipality’s determination that the subject project and/or services have been completed, or at such an earlier time as the Municipality, in its sole discretion, may determine to be appropriate, the Municipality may terminate the employment of any Local Union members assigned by the Local Union under this MOU.*
- d. Any Local Union member assigned to work for the Municipality under this MOU shall not be deemed to be a regular employee or agent of the Municipality; this provision is further stipulated within Section 3b of the forgoing MOU.*

**2. SUPERVISION AND CONTROL OF UNION MEMBERS.**

- a. The scope of any work to be performed on municipal projects by Local Union members pursuant to this MOU shall be under the direction of the municipal Administrator and/or their designee. The Local Union agrees to provide Local Union members to perform such work as may be required by specifications provided by the municipal Administrator, and to perform same pursuant to the direction of the municipal Administrator and/or their designee.*
- b. It is expressly understood that all Local Union members provided to the Municipality by the Local Union shall work in concert with the Municipality’s full-time employees. The failure of said Local Union members to so perform shall be considered a breach of this MOU, and constitute grounds for the Municipality’s termination of this MOU.*

**3. WAGES AND BENEFITS**

- a. The wages, arbitration provisions and working condition of any Local Union members shall be as specified in the most recent collective bargaining agreement (“CBA”) negotiated on behalf of each of the trades in question. Copies of the CBA for each trade shall be provided to*

*the Municipality upon request. The Municipality agrees to follow the terms of the respective CBAs and comply with their provisions, unless same expressly contradict or conflict with municipal policies, or the terms of this MOU. In the event of such a conflict, the municipal policies and/or the terms of this MOU shall control.*

*b. On behalf of all of the Local Union members who are assigned to work with the Municipality under this MOU, the Local Union hereby waives access and claims to any and all compensation benefits from the Municipality, including, but not limited to, the following:*

*(i) All employment status as a regularly employed municipal employee;*

*(ii) Salary or wages payable as a regularly employed municipal employee;*

*(iii) Paid leave time, such as sick, vacation, personal, compensatory, holiday, etc., as furnished to regularly employed municipal employees;*

*(iv) Access to benefits, terms and conditions of employment as outlined in collective negotiations agreements applicable to regularly employed municipal employees;*

*(v) Access to the municipal employees' health benefits program, to include major medical, prescription, dental, and EAP coverage;*

*(vi) Clothing, uniforms and/or clothing maintenance allowances that may be furnished to regularly employed municipal employees;*

*(vii) Enrollment in, contribution, or credit toward the New Jersey Public Employees Retirement System, Defined Contribution Retirement Program or any other State administered retirement plan available to regularly employed municipal employee;*

*(viii) The use of municipally-owned or municipally-leased tools, equipment, machinery, vehicles and other apparatus unless expressly authorized by the municipal Administrator and/or their designate.*

#### **4. WORKERS COMPENSATION AND UNEMPLOYMENT INSURANCE.**

*a. The Municipality shall provide statutory workers' compensation and unemployment insurance coverage for any Local Union members who may be assigned to work for the Municipality under this MOU.*

#### **5. LOCAL UNION RESPONSIBILITIES.**

*a. The Local Union shall bear the responsibility of ensuring that all Local Union members supplied to the Municipality pursuant to the terms of this MOU are legally authorized to perform work in the United States. It shall be the Local Union's responsibility to ensure that each Local Union member has completed an I-9 Form, and that a copy of each Local Union member's I-9, W-4 and Social Security card are supplied to the Municipality prior to the Local Union member's commencement of work for the Municipality.*

*b. The Local Union shall be responsible to classify workers according to the terms of their CBA as either journeymen or apprentices. For apprentices, the Local Union shall ensure that such*

*apprentices work under the supervision of a journeyman or foreman. The Local Union shall notify the Municipality of any changes to an apprentice's status.*

- c. The Local Union shall be responsible for ensuring to the extent possible that the Local Union members assigned to work for the Municipality under this MOU shall be at all relevant times residents of the Municipality.*

**6. TERMINATION.**

- a. Either party may terminate this MOU, with or without cause, upon thirty (30) days written notice to the other.*

**7. NOTICES.**

*All notices, statements or other documents required by this MOU shall be hand-delivered or mailed to the following designated representatives:*

- A. The designated representative for the Municipality is:  
**Andrew J. Casais, Business Administrator**  
**110 East Westfield Avenue**  
**Roselle Park, New Jersey 07204***

*with a copy to:*

***Kenneth P. Blum, Jr., Chief Financial Officer**  
**110 East Westfield Avenue**  
**Roselle Park, New Jersey 07204***

- B. The designated representative for the Local Union is:*

*with a copy to:*

**8. MISCELLANEOUS.**

- a. This MOU shall be governed by and construed in accordance with the laws of the State of New Jersey, except where superseded by federal law.*
- b. This MOU shall not be modified or amended except in writing signed by all parties hereto.*
- c. This MOU represents the entire agreement and understanding between Municipality and the Local Union with respect to the subject matter hereof, and all prior oral or written agreements between the Municipality and the Local Union with respect to such subject matter shall have no further force or effect, including, without limitation, any proposal letters.*

d. *The parties expressly represent that the signatories to this MOU have the authority to execute this instrument.*

RESOLUTION NO. 218-23

AWARDING A PROFESSIONAL SERVICES CONTRACT TO STAG LIUZZA, LLC FOR  
LEGAL COUNSEL SERVICES RELATED TO THE NATIONAL AFFF/PFAS LITIGATION

WHEREAS, the Borough of Roselle Park within the County of Union, State of New Jersey (hereinafter, the “Borough”) is committed to delivering clean drinking water to its customers; and,

WHEREAS, the Borough is also committed to identifying parties that contribute toward the contamination of clean drinking water, and taking reasonable steps to avoid passing on the costs to its consumers for the treatment and remediation of such contamination; and,

WHEREAS, Stag Liuzza, LLC (hereinafter, the “Firm”) has put together a team of uniquely qualified and experienced attorneys who have joined together to assist public entities facing the challenges posed by contamination with aqueous film forming foam (hereinafter, “AFFF”) and per- and polyfluoroalkyl substances (hereinafter, “PFAS”); and,

WHEREAS, the Firm is comprised of experienced attorneys in both in AFFF/PFAS litigation, and in the representation of public entities and water suppliers in cases involving groundwater contamination; and,

WHEREAS, the Mayor and Council of the Borough has determined it to be in the Borough’s best interest to enter into the contract agreement with the Firm and pursue any claims it may have related to AFFF/PFAS.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that a Professional Service Contract for legal counsel services associated with the national AFFF/PFAS litigation be awarded to Stag Liuzza, LLC of 365 Canal Street, Suite 2850, New Orleans, Louisiana 70130 pursuant to the terms and conditions set forth in Exhibit A attached hereto and considered a part hereof; and,

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are hereby authorized and directed to execute a contract that substantially reflects the terms of Exhibit A.

*Exhibit A of*  
*Resolution No. 218-23*

**CONTRACT FOR LEGAL SERVICES**  
**AFFF/PFAS LITIGATION**

*Borough of Roselle Park, New Jersey, represented by Joseph Signorello, III, Mayor of Roselle Park (hereinafter the “Client”) hereby retains, STAG LIUZZA, L.L.C., (through attorney Michael Stag, LLC) (hereinafter the “Attorneys”) for the purpose of providing legal services related to the filing and litigation of a civil action for damages due to soil and water contamination against Defendants who manufactured, marketed, distributed, and/or sold products containing per-and polyfluoroalkyl substances (“PFAS”), including but not limited to aqueous film-forming foam (“AFFF”), a firefighting product used to control and extinguish aviation, marine, fuel, and other flammable liquid fires and contains perfluorooctanoic acid (“PFOA”) and/or perfluorooctane sulfonic acid (“PFOS”). (Hereinafter the “Client’s Claims”).*

*The Attorneys do not represent the Client regarding any other matters. If the Client engages the Attorneys for any related or additional matters, those matters will be described in a separate engagement letter or in a written supplement to this contract. The Client acknowledges that the Attorneys are not tax, bankruptcy, or local or municipal governance legal experts, and if these services are requested or required*

by or on behalf of the Client, and if the Attorneys agree to provide or advance the cash payments necessary to retain legal counsel for said supplemental legal services, then any resulting attorney fees and expenses will be in addition to the attorney fees and expenses set out herein.

The Attorneys are not the attorneys for any officials, officers, agents, employees, attorneys, or consultants of the Client regarding this matter, and shall not become so unless the Attorneys specifically agree in the future in writing to undertake such representation. The Attorneys will confer, as needed, with such persons to perform the services specified in this Agreement, but no attorney-client relationship shall be created with such persons merely because the Attorneys work with and/or request or receive information from any such persons during their representation of the Client.

The Client specifically authorizes the Attorneys to undertake negotiations and/or file suit or institute legal proceedings necessary on the Client's behalf. The Client further authorizes the Attorneys to retain and employ the services of any experts, as well as the services of other outside contractors, as the Attorneys deem necessary or expedient in representing the interests of the Client.

The Client has disclosed all potential adverse parties to the Attorneys, and neither the Attorneys nor the Client perceive any conflict of interest in the Attorneys undertaking this engagement on behalf of the Client. If either the Client or the Attorneys, during the course of the representation, receive information indicating that a potential conflict of interest may develop or exist, the Client and the Attorneys agree to bring such information to the immediate attention of the other, and the Attorneys shall proceed to take such steps as may be appropriate in the circumstances.

The Attorneys agree to diligently institute and prosecute the Client's Claims to determination in the appropriate court and make all reasonable and necessary efforts to collect any judgment that may be rendered therein in the Client's favor. In the event of a judgment unfavorable to the Client in said court, Attorneys will, if in their sole opinion good grounds exist, appeal said cause to the appropriate court of appeals and prosecute same to a final determination therein.

**I. ATTORNEYS' FEES.** As compensation for legal services, the Client agrees to pay the Attorneys, as follows:

The maximum contingent attorneys' fees for the representation in question shall be paid at the sole option of the Attorneys the higher of (i) the sums set forth in this paragraph under Option ONE: Fees Set by Courts of Agreement with Defendants or (ii) the sums set forth in this paragraph under Option TWO: Contingency Fee.

**OPTION ONE: Fees Set by Court or by Agreement with Defendants**

If Attorneys for the Client secure a cash settlement of the claim(s) either by demand, conference, mediation, arbitration, negotiation, suit, complaint, or other manner or obtain a final definitive judgment and payment of the judgment, Attorneys are to receive as compensation for their services, reimbursement of reasonable expenses, as well as one the following:

- a. The total sum of attorneys' fees awarded by the Court related to representation of the Client. This excludes attorney fees paid related to common benefit work in the MDL.
- b. The total sum of attorneys' fees agreed to be paid by the settling Defendant(s) related to representation of the Client in the event of a settlement. This excludes attorney fees paid related to common benefit work in the MDL.

**OPTION TWO: Contingency Fee**

*For legal services rendered and to be rendered on account of the Client's Claims, the Client shall pay the Attorneys' fees (hereinafter "Attorneys' Fees"). The Attorneys' Fees shall be twenty-five percent (25%) of the Gross Amount Recovered if the Client's Claims, or any constituent claims, are settled before filing a lawsuit. If the claims are not settled before filing suit in a court of law, the Attorneys' Fees shall be increased by an additional ten percent (10%) of the Gross Amount Recovered if the Client's Claims, or any constituent claims. If the Client's Claims are set for trial by court order, the Attorneys' Fees shall be increased by an additional five percent (5%) of the Gross Amount Recovered if the Client's Claims, or any constituent claims, are settled thereafter or collected after any judgment. If after trial any defendant takes an appeal, the Attorneys' Fees shall be increased by an additional five percent (5%), to recompense the Attorneys for their services on appeal. These Attorneys' Fees shall all be calculated before the deduction of costs and expenses, as set forth in Section 2 herein. Notwithstanding the above, if attorneys' fees awarded by a court are more than the Attorneys' Fees calculated with the applicable percentage(s) above, then the Attorneys' Fees shall be in the amount of the Court-awarded attorney's fees instead of as calculated with the applicable percentage(s) above, regardless of whether there is an award of damages.*

*"Gross amount recovered" herein means principal, interest, penalties, punitive damages, treble damages, attorney's fees, and all other amounts recovered, including the value of any structured settlement, future payments, or other relief achieved, whether by settlement, judgment or otherwise. "Constituent claims" herein means any one or more claims of the Client constituting less than the entirety of the Client's Claims, including a partial settlement or judgment with less than all defendants.*

*The Client agrees to pay all costs and expenses, as set forth in Section 2 herein, which, in the event of a successful recovery, shall be deducted from the Client's share of that recovery.*

*The Client acknowledges that multiple lawsuits have been filed relating to the same subject matter as Client's Claims. The Client acknowledges that these suits, including any suit for the Client's Claims, might be removed to a federal court as part of multi-district litigation. Further, the Client acknowledges that the court governing the multi-district litigation might appoint committees of attorneys to litigate common issues of law and fact to facilitate the resolution of those lawsuits for common benefit of all claimants, including the Client. As a result, the Client might be obliged to pay from any Gross Amount Recovered a share of its recovery to satisfy an assessment of common benefit fees, costs, and expenses in an amount as determined by the court.*

*Neither the Attorneys nor the Client shall have the right, without the written consent of the other, to settle, compromise, release, discontinue, or otherwise dispose of the Client's Claims.*

**2. COSTS AND EXPENSES.** *In addition to paying Attorneys' Fees, in the event of a successful recovery, the Client agrees to reimburse all costs and expenses, as set forth herein only in the event of a successful, sufficient recovery, shall be deducted from the Client's share of that recovery. Attorneys shall advance all litigation expenses on behalf of Client, and Client shall not be responsible for incurring or reimbursing costs of the litigation even if the amount of recovery is less than the costs incurred. Client shall only reimburse litigation costs or expenses in the event of a recovery by settlement or judgment. If no recovery is made, Attorneys shall bear all unreimbursed costs and expenses incurred, and client shall not be liable for any such costs or expenses incurred by Attorneys. Further, if recovery is insufficient to fully reimburse litigation costs, Attorneys shall bear, and Client shall not be liable for, all costs in excess of the amount of recovery. Subject to the foregoing terms, the Client agrees to reimburse the Attorneys' litigation costs and expenses upon receipt of any settlement funds or collected judgment.*

*The Attorneys shall have the right and authority, without prior approval of the Client, to incur such litigation costs and expenses as may be necessary or advisable in furtherance of Client's Claims. Litigation costs and expenses may include (but are not limited to) the following: filing fees; deposition costs; expert*



witness fees; transcript costs; witness fees; subpoena costs; sheriff's and service of process fees; trial consultant fees; mock trial costs; shadow jury fees; mediation fees; court costs; trial exhibit costs; copy costs; photographic, electronic or digital evidence production or presentation; investigation fees; travel expenses; and any other case-specific expenses directly related to the representation undertaken. Additionally, the Client specifically authorizes the Attorneys to charge as recoverable costs such items such as: computer legal research charges (e.g. Westlaw and/or Lexis); long distance telephone expenses; postage charges; Federal Express, UPS, and other delivery service charges; internal photocopying at a rate of \$ .30 per page; facsimile costs at a rate of \$ .25 per page; and mileage and outside courier charges, all of which must be incurred solely for the purposes of the representation undertaken. Finally, the Client acknowledges that Client will not be charged costs and expenses for any overhead costs of the Attorneys' practice, including office rent; utility costs; charges for local telephone service; office supplies; fixed asset expenses; and ordinary secretarial and staff services.

**3. NO GUARANTEE.** The Client acknowledges that the Attorneys have made no promise or guarantee regarding the outcome of my legal matter. The Client acknowledges that the Client's Claims may be subject to defenses that could lead to dismissal before, at, or after trial, and no recovery. The Client further acknowledge that the Attorneys shall have the right to cancel this agreement and withdraw from this matter if, in the Attorneys' professional opinion, the matter does not have merit, the Client does not have a reasonably good possibility of recovery, the Client refuses to follow the recommendations of the Attorneys, the Client fails to abide by the terms of this agreement, the Client fails to provide requested information or to produce witnesses to appear for deposition or trial, if the Attorneys' continued representation would result in a violation of the Rules of Professional Conduct, or at any other time as permitted under the Rules of Professional Conduct. No guarantee or representation has been made to the Client as to what type or amount of recovery, if any, may be expected on the Client's Claims.

The Attorneys have the right to withdraw from this representation after giving reasonable notice. If the Attorneys resign, are discharged, or are disqualified or otherwise cease to serve as the Client's legal counsel prior to a settlement or final judgment, then the withdrawing, discharged, or disqualified Attorneys shall receive as compensation for services reasonable fees based on all of the facts and circumstances of its representation.

**4. ELECTRONIC DATA COMMUNICATION AND STORAGE.** In the interest of facilitating our services to the Client, the Attorneys may communicate by facsimile transmission, send data over the internet, store electronic data via computer software applications hosted remotely on the internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to the Client may be transmitted or stored using these methods. The Attorneys may use third-party service providers to store or transmit this data. In using these data communication and storage methods, the Attorneys employ measures designed to maintain data security. The Attorneys will use reasonable efforts to keep such communications and data access secure in accordance with the Attorneys' obligations under applicable laws and professional standards. The Attorneys also require all of the Attorneys' third-party vendors to do the same. However, the Client acknowledges that some information transmitted to the Attorneys will be public records, and the Client has no expectation that public records will be confidential.

Client acknowledges that the Attorneys have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors, and the Client consents to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

**5. PRIVILEGE.** The Client acknowledges that this contract is intended to and does hereby assign, transfer, set over, and deliver unto the Attorneys as its fee for representation of the Client in this matter an

*interest in the claim(s), the proceeds, or any recovery therefrom under the terms and conditions aforesaid, in accordance with the provisions any state law that applies to this contract.*

**6. MODIFICATION.** *It contains the entire and complete understanding between the parties and can only be modified by written amendment signed by all parties.*

7. **TERMINATION OF REPRESENTATION.** *The Client acknowledges that the Client has the right to terminate the representation upon written notice to that effect. The Client acknowledges that Client will be responsible for any fees or costs incurred prior to the discharge or termination, based on all the facts and circumstances, including the risk taken by the Attorneys in accepting Client's legal representation on a contingency fee basis.*

*The Client agrees to cooperate with Attorneys and to comply with all reasonable requests of Attorneys. The Client warrants and represents to the Attorneys that all information the Client has provided to, or will in the future provide to, the Attorneys regarding the Client's Claim is true and correct to the best of the Client's knowledge, information, and belief.*

*At the conclusion of this matter, the Attorneys will retain the Client's legal files for a period of five (5) years after the Attorneys close their files. At the expiration of the five-year period, the Attorneys may destroy these files unless the Client notifies the Attorneys in writing that the Client wishes to take possession of the files. The Attorneys reserve the right to charge administrative fees and costs associated with retrieving, copying, and delivering such files.*

8. **ENTIRE AGREEMENT.** *The undersigned Client Representative has read this agreement, a copy of which he has received, in its entirety and he agrees to and understands the terms and conditions set forth herein. The Client acknowledges that there are no other terms or oral agreements existing between the Attorneys and the Client. This agreement may not be amended or modified in any way without the prior written consent of the Attorneys and the Client.*

9. **AUTHORITY.** *The Client acknowledges having been advised to and given the full opportunity to obtain independent representation in the making of this agreement and voluntarily entering into this agreement after such opportunity. The Client representative signing below represents that the Client enters into this agreement with proper authorization and approval under state and local law, and that the Client representative is specifically authorized to execute this agreement.*

#### **EFFECT OF SIGNING**

*The Client understands that this is a binding legal document. The Client further understands that this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.*

#### **RESOLUTION NO. 219-23**

#### **APPOINTING RUPEN SHAH TO THE POSITION OF PUBLIC INFORMATION OFFICER**

WHEREAS, the position of Public Information Officer is appointed by the Mayor subject to the advice and consent of the municipal Council pursuant to Section 13-1.6 of Municipal Code; and,

WHEREAS, a vacancy in the position of Public Information Officer is expected beginning July 27, 2023; and,

WHEREAS, Mayor Joseph Signorello III has filed the appointment of Rupen Shah to serve as Public Information Officer of the Borough of Roselle Park.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that Rupen Shah, Community Center Director, be and is hereby

appointed to the position of Public Information Officer of the Borough of Roselle Park at a pro-rated salary of \$5,000.00 per annum effective July 31, 2023 pursuant to Section 13-1.6 of the Municipal Code.

RESOLUTION NO. 220-23

**AUTHORIZING EXTENSION OF THE GRACE PERIOD FOR PAYMENT OF  
THIRD-QUARTER PROPERTY TAXES FOR THE YEAR 2023 UNTIL AUGUST 31, 2023**

BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey hereby authorize the extension of the grace period for the payment of third-quarter property taxes for the year 2023 until August 31, 2023.

RESOLUTION NO. 221-23

**AUTHORIZING THE TAX COLLECTOR TO ISSUE REDUCTIONS AND/OR REFUNDS  
IN THE TOTAL AMOUNT OF \$9,244.93 ON TWO (2) PROPERTIES AS AUTHORIZED  
BY THE UNION COUNTY TAX BOARD**

BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that the Tax Collector is hereby authorized per the Union County Tax Board to issue a reduction and/or refund for County Tax Board Appeals on the following two (2) properties located within the Borough of Roselle Park with refunds and/or reductions to be issued accordingly, totaling \$9,244.93:

BLOCK	LOT	ADDRESS	NAME	ORIGINAL ASSESSMENT	JUDGEMENT ASSESSMENT	REDUCED ASSESSMENT	TAX RATE	REDUCED AMOUNT
212	6	552 Westfield Ave. W.	Roselle Park Real Estate, LLC	\$ 450,000.00	\$ 410,000.00	\$ 40,000.00	4.312	\$ 1,724.80
705	2	711 Chestnut Street	Perez, Raul I. & Cisnero, Maria	\$ 767,700.00	\$ 593,300.00	\$ 174,400.00	4.312	\$ 7,520.13
			<b>TOTALS</b>	<b>\$ 1,217,700.00</b>	<b>\$ 1,003,300.00</b>	<b>\$ 214,400.00</b>		<b>\$ 9,244.93</b>

RESOLUTION NO. 222-23

**APPOINTING FRANK J. GENOVA AS A  
PART-TIME COVERING FIRE SUBCODE INSPECTOR**

WHEREAS, the Construction Official of the Borough of Roselle Park (hereinafter, the “Borough”) has determined there to be a need for additional Uniform Construction Code Covering Inspectors in order to render services to the community at a level both expected by practice and required by New Jersey statute; and,

WHEREAS, the Construction Official, likewise, recommends the appointment of one or more additional Covering Inspectors; and,

WHEREAS, the Mayor and Council (hereinafter, the “Governing Body”) of the Borough concur with Construction Official and wish to make and confirm the appointment of an additional Covering Inspector.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that Frank J. Genova of 17 Bluff Street, Cranford, New Jersey

07016 be and is hereby appointed to the position of part-time Covering Fire Subcode Inspector effective immediately at a rate of \$39.00 per hour.

RESOLUTION NO. 223-23

AUTHORIZING THE TREASURER TO ISSUE THREE (3) CHECKS TOTALING \$84,899.31 PAYABLE TO THREE (3) LIEN HOLDERS ON THREE (3) PROPERTIES AND THREE (3) CHECKS TOTALING \$103,000.00 FROM THE TAX COLLECTOR'S PREMIUM ACCOUNT

BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey authorize the Tax Collector and Treasurer to issue three (3) checks totaling \$84,899.31 payable to three (3) lien holders on three (3) properties; and,

BE IT FURTHER RESOLVED that three (3) checks be issued in the total amount of \$103,000.00 from the Tax Collector's Premium Account.

RESOLUTION NO. 224-23

APPOINTING LEONARD R. DOLAN III AS A  
PART-TIME COVERING FIRE SUBCODE INSPECTOR

WHEREAS, the Construction Official of the Borough of Roselle Park (hereinafter, the "Borough") has determined there to be a need for additional Uniform Construction Code Covering Inspectors in order to render services to the community at a level both expected by practice and required by New Jersey statute; and,

WHEREAS, the Construction Official, likewise, recommends the appointment of one or more additional Covering Inspectors; and,

WHEREAS, the Mayor and Council (hereinafter, the "Governing Body") of the Borough concur with Construction Official and wish to make and confirm the appointment of an additional Covering Inspector.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that Leonard R. Dolan III of 500 Central Avenue, Cranford, New Jersey 07016 be and is hereby appointed to the position of part-time Covering Fire Subcode Inspector effective immediately at a rate of \$39.00 per hour.

The following Resolution was offered by Councilman Signorello; seconded by Councilman Johnson.

RESOLUTION NO. 194-23

REQUESTING A STUDY BE CONDUCTED BY THE NEW JERSEY DEPARTMENT OF TRANSPORTATION REGARDING THE USE OF A SYSTEM OF HIGH INTENSITY ACTIVATED CROSSWALK BEACONS IN AND AROUND THE INTERSECTION OF DALTON STREET AND NEW JERSEY ROUTE 28, COMMONLY KNOWN AS EAST WESTFIELD AVENUE, AND EXPRESSING SUPPORT FOR THE INSTALLATION OF THE SAME

WHEREAS, the Mayor and Council (hereinafter, the "Governing Body") of the Borough of Roselle Park (hereinafter, the "Borough") recognize public safety as one of the most important responsibilities placed upon government at all levels; and,

WHEREAS, the Governing Body further recognizes traffic safety and, more specifically, pedestrian and vehicular safety, to be important components of public safety for local government entities throughout the State of New Jersey; and,

WHEREAS, in light of various local, county, and state jurisdictional boundaries along roadways throughout the Borough, the Governing Body believes it is important for all levels of government to work together closely in furthering traffic safety; and,

WHEREAS, to that end, Route 28, otherwise known as Westfield Avenue, is a roadway owned by the State of New Jersey and is under the jurisdiction of the New Jersey Department of Transportation; and,

WHEREAS, through deliberative communications with the New Jersey Department of Transportation, the Borough has expressed its concerns about pedestrian safety within the Route 28 corridor; and,

WHEREAS, the Borough has identified the area in and around the intersection of Dalton Street and Route 28 as of continued particular concern; and,

WHEREAS, the Governing Body, at the direction of the New Jersey Department of Transportation, wishes to affirmatively consider the foregoing Resolution which shall serve to formalize the aforementioned concern(s), request a study of the area in furtherance of the prospective use of a system of High Intensity Activated Crosswalk Beacons, and support the installation of the same.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that a study by the New Jersey Department of Transportation be requested in order to determine use feasibility of a system of “High Intensity Activated Crosswalk Beacons” in and around the intersection of Dalton Street and New Jersey Route 28, commonly Known as East Westfield Avenue; and,

BE IT FURTHER RESOLVED that the Governing Body expresses its support for the installation of such an aforementioned system, and conceptually agrees to further its support with all prevailing cost-sharing standards as established within the requirements and regulations set forth by the State of New Jersey; and,

BE IT FURTHER RESOLVED that the Borough Clerk be and is hereby directed and authorized to transmit a fully executed copy of the foregoing Resolution to New Jersey Department of Transportation’s Bureau of Traffic Engineering, and the Office of Government & Community Relations.

Councilman Johnson thanked Borough Clerk Casais for his assistance in getting this study done.

<input type="checkbox"/> <b>Vote Record – Resolution No. 194-23</b>		<b>Yes/Aye</b>	<b>No/Nay</b>	<b>Abstain</b>	<b>Absent</b>
<input checked="" type="checkbox"/> Adopted	Petrosky	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Adopted as Amended	Johnson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Defeated	Signorello, Jr.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tabled	Robaina	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Withdrawn	Lyons	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Patel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Signorello	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The following Resolution was offered by Councilman Signorello; seconded by Councilman Johnson.

**RESOLUTION NO. 208-23**

**REVISING THE SCHEDULE OF 2023 REGULAR MEETING DATES OF  
MAYOR AND COUNCIL**

WHEREAS, Resolution No. 2-23 was adopted by the Mayor and Council (hereinafter, the “Governing Body”) in conformity with the New Jersey Open Public Meetings Act, specifically *N.J.S.A. 10:4-18*, setting forth the 2023 Regular Meeting dates of the Governing Body; and,

WHEREAS, the Governing Body wishes to revise the schedule and annual notice of 2023 Regular Meeting dates of the governing body pursuant to statute.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey hereby revise the annual notice of meetings and authorize the cancellation of the Regular Meeting scheduled for Thursday, August 17, 2023 at 7:00 p.m. and reschedule the same for Thursday, August 24, 2023 at 7:00 p.m.; and,

BE IT FURTHER RESOLVED that the following shall constitute the designated regularly scheduled meeting dates of the Governing Body of the Borough of Roselle Park, in the County of Union, as revised and amended by the foregoing Resolution, at which public business may be formally discussed, decided, or acted upon for the calendar year 2023:

January 19, 2023	May 4, 2023	September 21, 2023
February 2, 2023	May 18, 2023	October 5, 2023
February 16, 2023	June 1, 2023	October 19, 2023
March 2, 2023	June 15, 2023	November 2, 2023
March 6, 2023	July 20, 2023	November 16, 2023
April 6, 2023	August 24, 2023	December 7, 2023
April 20, 2023	September 7, 2023	December 21, 2023

BE IT FURTHER RESOLVED that all forgoing meetings shall be held in the Roselle Park Municipal Building located at 110 East Westfield Avenue, Roselle Park, New Jersey 07204 beginning at 7:00 p.m.; and,

BE IT FURTHER RESOLVED that, in furtherance of the foregoing revision(s), the Borough Clerk be hereby authorized and directed to take all measures necessary and appropriate to ensure the municipality's compliance with the advertising and posting requirements set forth in *N.J.S.A. 10:4-18*.

Borough Clerk Casais said this Resolution will change one of the scheduled Mayor and Council meeting dates from August 17<sup>th</sup> to August 24<sup>th</sup>.

<input type="checkbox"/> Vote Record – Resolution No. 208-23		Yes/Aye	No/Nay	Abstain	Absent
<input checked="" type="checkbox"/>	Adopted	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Adopted as Amended	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Defeated	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Tabled	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Withdrawn	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Petrosky	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Johnson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Signorello, Jr.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Robaina	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Lyons	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Patel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Signorello	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The following Resolution was offered by Councilman Signorello; seconded by Councilman Johnson.

**RESOLUTION NO. 210-23**

AUTHORIZING AND DIRECTING THE ROSELLE PARK MUNICIPAL LAND USE BOARD TO INVESTIGATE WHETHER ALL OR A PORTION OF THE PROPERTY IDENTIFIED AS BLOCK 608, LOTS 1.01, 17, 18, 19, 20, 21, 22, 23 AND 24.01 OF THE MUNICIPAL TAX MAP OF THE BOROUGH OF ROSELLE PARK, COMMONLY KNOWN AS 107 FILBERT STREET, 110 CHESTNUT STREET, 1 WEST WESTFIELD AVENUE, 5-9 WEST WESTFIELD AVENUE, 11-13 WEST WESTFIELD AVENUE, 15 WEST WESTFIELD AVENUE, 21 WEST WESTFIELD AVENUE, 33 WEST WESTFIELD AVENUE AND 37-39 WEST WESTFIELD AVENUE, ALONG WITH ALL STREETS AND RIGHTS OF WAT APPURTENANT THERETO, CONSTITUTE A

CONDEMNATION REDEVELOPMENT AREA PURSUANT TO THE LOCAL REDEVELOPMENT  
AND HOUSING LAW, N.J.S.A. 40A:12A-1 ET SEQ.

WHEREAS, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.*, as amended and supplemented from time to time (the “**Redevelopment Law**”), authorizes a municipality to determine whether certain parcels of land in the municipality constitute an “area in need of redevelopment;” and,

WHEREAS, to determine whether certain parcels of land constitute areas in need of redevelopment under the Redevelopment Law the municipal council (the “**Borough Council**”) of the Borough of Roselle Park (the “**Borough**”) must authorize the Borough’s Municipal Land Use Board (the “**Land Use Board**”) to conduct a preliminary investigation of the area and make recommendations to the Borough Council; and,

WHEREAS, the Borough Council now desires to authorize and direct the Land Use Board to conduct an investigation of certain property identified as Block 608, Lots 1.01, 17, 18, 19, 20, 21, 22, 23 and 24.01 on the tax map of the Borough, along with all streets and rights of way appurtenant thereto (collectively, the “**Study Area**”), to determine whether the Study Area meets the criteria set forth in the Redevelopment Law, specifically *N.J.S.A. 40A:12A-5*, and should be designated as an area in need of redevelopment with powers of eminent domain; and,

WHEREAS, the redevelopment area determination requested hereunder, in connection with the Study Area, authorizes the Borough Council to use all those powers provided by the Redevelopment Law for use in a redevelopment area, including the power of eminent domain to acquire property in the Study Area, and any redevelopment area so designated shall be referred to as a “Condemnation Redevelopment Area,” pursuant to *N.J.S.A. 40A:12A-6*; and,

WHEREAS, the Borough Council therefore authorizes and directs the Land Use Board to conduct a preliminary investigation of the Study Area and to make recommendations to the Borough Council, all in accordance with the Redevelopment Law.

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

- 1. Generally.** The aforementioned recitals are incorporated herein as though fully set forth at length.
- 2. Investigation of Study Area Authorized.** The Land Use Board is hereby authorized and directed to conduct an investigation pursuant to *N.J.S.A. 40A:12A-6* to determine whether all or a portion of the Study Area satisfies the criteria set forth in the Redevelopment Law, including *N.J.S.A. 40A:12A-5*, to be designated as a Condemnation Redevelopment Area.
- 3. Map to be Prepared.** As part of its investigation, the Land Use Board shall prepare a map showing the boundary of the Study Area and appended thereto shall be a statement setting forth the basis of the investigation.
- 4. Land Use Board Public Hearing.** The Land Use Board shall conduct a public hearing, after giving due notice containing the proposed boundary of the Study Area, a statement stating that a map has been prepared and can be inspected at the office of the Borough’s Municipal Clerk, and the date, time, and location of the Land Use Board’s public hearing. The notice of the hearing shall specifically state that the redevelopment area determination shall authorize the Borough to exercise the power of eminent domain to acquire property in the delineated area, for the Study Area is being investigated as a possible Condemnation Redevelopment Area. At the public hearing, the Land Use Board shall hear from all persons who are interested in or would be affected by a determination that the Study Area is a redevelopment area. All objections to a determination that the Study Area is an “area in need of redevelopment” and evidence in support of those objections shall be received and considered by the Land Use Board and shall be made part of the public record.



5. **Land Use Board to Make Recommendations.** After conducting its investigation, preparing a map of the proposed redevelopment area, and conducting a public hearing at which all objections to the designation are received and considered, the Land Use Board shall make a recommendation to the Borough Council as to whether the Borough should designate all or a portion of the Study Area as a Condemnation Redevelopment Area. In the event the Borough Council shall designate the Study Area as a Condemnation Redevelopment Area, the Borough shall be authorized to use all the powers provided under the Redevelopment Law for use in a redevelopment area, including the power of eminent domain to acquire property in the Condemnation Redevelopment Area.
6. **Preparation of a Redevelopment Plan.** In the event the Borough Council shall designate the Study Area as a Condemnation Redevelopment Area, the Land Use Board is hereby authorized and directed to prepare a redevelopment plan for the Study Area without need of further action by the Borough Council.
7. **Severability.** If any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.
8. **Availability of the Resolution.** A copy of this Resolution shall be available for public inspection at the offices of the Borough Clerk.
9. **Effective Date.** This Resolution shall take effect immediately.

Mayor Signorello said we are making strides in having our downtown redeveloped. He said this area, near the movie theater, is in rough shape and the buildings are in disrepair, and this would allow us relief through condemnation, which allows and gives us greater flexibility and greater muscles to compel folks to get moving on their buildings or allow someone else to purchase it and redevelop it. He believes it is an important step in the right direction as we redevelop our downtown, and we are holding property owners accountable and to potentially get investors to acquire land or fix that land.

<input type="checkbox"/> Vote Record – Resolution No. 210-23		Yes/Aye	No/Nay	Abstain	Absent
<input checked="" type="checkbox"/> Adopted	Petrosky	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Adopted as Amended	Johnson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Defeated	Signorello, Jr.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tabled	Robaina	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Withdrawn	Lyons	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Patel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Signorello	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The following Resolution was offered by Councilman Signorello; seconded by Councilman Johnson.

**RESOLUTION NO. 215-23**

AWARDING A CONTRACT TO DLS CONTRACTING, INC. FOR THE PROJECT,  
 “NJDOT FY23 IMPROVEMENTS TO MYRTLE AVENUE AND DALTON STREET”  
 IN AN AMOUNT NOT TO EXCEED \$502,567.50

WHEREAS, the Borough Clerk received sealed bids at 10:00 a.m. on Tuesday, July 18, 2023 for the project, “NJDOT FY23 Improvements to Myrtle Avenue and Dalton Street.”

NOW, THEREFORE, BE IT RESOLVED that upon the recommendation of the Special Projects Engineer, the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey

hereby award a contract to DLS Contracting, Inc. of 36 Montesano Road, Fairfield, New Jersey 07004 pursuant to the Base Bid of the advertised specifications for the project, “NJDOT FY23 Improvements to Myrtle Avenue and Dalton Street,” in an amount not to exceed five-hundred two thousand five-hundred sixty-seven dollars and fifty cents (\$502,567.50); and,

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

Councilman Johnson said it is always good to see projects like this come to fruition.

<input type="checkbox"/> <b>Vote Record – Resolution No. 215-23</b>		<b>Yes/Aye</b>	<b>No/Nay</b>	<b>Abstain</b>	<b>Absent</b>
<input checked="" type="checkbox"/>	Adopted	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Adopted as Amended	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Defeated	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Tabled	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Withdrawn	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Petrosky	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Johnson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Signorello, Jr.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Robaina	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Lyons	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Patel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Signorello	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## REPORTS OF BOROUGH COUNCIL

### Councilman Signorello

Attended the Open Mic Night at the Gazebo last week; encouraged all to come out and enjoy the entertainment.

Noted the July Fireworks was a great event.

Mentioned the Gordon Street Bridge, which will hopefully be open by October and hopefully we can get the sidewalks done in that area as well.

Made note of the Cool Downs and encouraged all to come out and enjoy them.

Provided contact information.

### Councilman Johnson

On June 28<sup>th</sup> attended the Union County Connects venue.

Attended the July 4<sup>th</sup> Celebration; special thanks to Victor Fuzo, who was selected as our 2023 Grand Marshall. Thanked him for participating in our Flag Raising component.

Made note of the young singer at the Fireworks Celebration; she was amazing.

On July 8<sup>th</sup> attended the American Legion Post 60 and Troop 56 Independence Day Celebration and Fundraiser. Thanked all that came out and supported these great community organizations.

On July 17<sup>th</sup> attended the Municipal Land Use Board Meeting. Noted one item of discussion was the elevator concern and asked if the developers would consider two elevators.

Extended sincere wishes to all residents hoping that everyone enjoys a wonderful summer with their families.

Please remember, your voice matters and as 1<sup>st</sup> Ward Councilman, he will always place the concerns of residents within the Borough of Roselle Park first because local concerns matter.

Provided contact information.

#### Councilman Petrosky

Expressed condolences to the Hazelhurst and Nock families.

On June 17<sup>th</sup> attended the Juneteenth Celebration; it was a great event.

On June 19<sup>th</sup> the Historical Society Meeting was cancelled due to illness.

On June 19<sup>th</sup> had an investigation with the Joint Sewer.

On June 29<sup>th</sup> attended the Meridia Event where ice cream was being made; it was a nice event.

On July 5<sup>th</sup> attended the Fireworks Celebration; it was a great event and the young girl who sang was excellent.

Today attended the Joint Sewer Meeting; provided an update.

Noted he is extremely happy with the Acker Park upcoming improvements.

Provided contact information.

#### Councilwoman Lyons

Noted the Roselle Park Walking Club is currently doing over 22 miles per week and meeting seven times a week; appreciates everyone that comes out.

Thanked all involved with the Open Mic Night; it's a wonderful event and encouraged everyone to come out and enjoy the evening.

On July 8<sup>th</sup> attended the Post 60 Celebration; it was a great event.

Made note of the Summer Program at the Youth Center; it's a great program we have in Roselle Park.

Encouraged all to please download the MyRP app.

#### Councilman Patel

Happy to announce that the crosswalks project at 240 Merida Apartments has finally started and the crosswalks will be painted in the upcoming weeks. He said he can't believe this project took almost two years to complete, but is glad it's finally starting, and thanked Borough Clerk Casais for constantly following up with the NJDOT.

On Monday, he and Police Chief Frino met with a resident on West Clay Avenue who had concerns regarding permit parking and speeding in the area. Chief Frino recommended that the residents call the non-emergency number (908-245-2300) to report vehicles without permits on West Clay Avenue. The

Police Department recently bought two new speeding radar machines which will help spread more awareness and help the police mitigate the speeding issues using its data. Noted we will be painting a 25 mph sign on the road on West Clay Avenue to again spread more awareness, as there are no 25 mph signs on the whole street.

Noted a letter will be mailed out shortly to the residents on Bridge Street regarding the change in parking regulations, and work for the removal of old parking signs and installation of new signs, which will be taking place in the upcoming weeks.

As the Chairperson of Roselle Park Commerce, he announced that Iorio Deli & Coffee Shop was voted the best sandwich joint in New Jersey by members of Jersey Sandwich Joints Facebook page. He is honored to nominate Iorio Deli as Business of the Month for the month of July. They are located at 301 West Clay Avenue and are open from 7:00 a.m. to 2:00 p.m. Monday to Friday and 8:00 a.m. to 2:00 p.m. on Saturday.

As the Liaison to the Environmental Commission, he announced the Community Garden is in full bloom, and the Environmental Commission and its volunteers have been hard at work harvesting organic produce for the community. He noted that over 50 lbs. of vegetables have been donated to residents, with more to come.

Provided contact information.

#### Councilman Robaina

As the Board of Health Liaison, noted July is Disability Pride Month, which celebrates the passage of the Americans with Disability Act.

As the Borough's representative on the County Transportation Advisory Board, noted that the Gordon Street Bridge is still scheduled for completion by the end of the summer; optimistically by Labor Day, but more than likely by the end of September.

Noted at Monday's Municipal Land Use Board Meeting, a study was approved for the area from the left of Los Altos Restaurant to the gas station at the corner of Locust Street and Westfield Avenue. Construction of an eight story parking deck was also approved with conditions including emergency only egress on Locust Street, a crash gate on that side, safety barriers on the ground level behind the building and improved design elements.

Happy to report that Myrtle Avenue in its entirety, over 1,800 feet, will be fully paved from curb to curb; along with all of Dalton Street in the 1<sup>st</sup> Ward, with both projects being completed before fall.

Last week attended a pre-construction meeting regarding the remaining section of West Webster Avenue, including the oval around Aldene and Loreti Parks and Beechwood Avenue. We are also engaging our Engineers for a traffic study of Valley and West Webster for additional traffic safety measures to improve safety in the area. Also the area around Aldene Park and the school is scheduled for curb to curb paving the first week of August, with Beechwood soon after.

Thanked the DPW for cleaning out the 6' tall overgrowth along the old Rahway Valley Railroad between Woodside and West Colfax, and for coordinating the sidewalk repair at Loreti Park and repairs of the swing set in Aldene Park.

On June 26<sup>th</sup>, attended along with Mayor Signorello, Councilwoman Lyons and Councilman Signorello the 27<sup>th</sup> Annual Chamber Legislative Breakfast in Union. It was a great opportunity to network and listen to ongoing initiatives for our small business owners and the community.

Noted this month, we kicked off our 3<sup>rd</sup> Community Cool Down; News12 even came out to cover the event. He said our volunteer Fire Department is always looking for volunteers; please reach out to Chief Thompson, his deputies or anyone in the department. The last Community Cool Down is Tuesday, July 25<sup>th</sup> beginning at 6:30 p.m.; join us if you can.

Congratulated and thanked all those involved with the Fireworks Celebration.

Made mention to save the date for Tour de Roselle Park, Bike Clinic and Helmet Giveaway on Sunday, September 10<sup>th</sup>.

Attended earlier this month, the grand opening of the K-9 Kim's Dog Training with fellow colleagues.

Offered his condolences to the Kenilworth Fire Department and the family and friends of Chief Lou Giordino who passed away last week.

Wished Borough Clerk Casais a happy birthday and thanked him for all that he does.

Noted he assisted ward residents on concerns of potholes, trees, sidewalks, parks and code enforcement.

Provided contact information.

### Mayor Signorello

Noted we are now a part of Legislative District 22. He said Senate President Nick Scutari throughout this budget has been a real asset to the Borough of Roselle Park in advocating for State Aid. He thanked Senate President Scutari, our Assembly; Assemblywomen Carter and Kennedy, who also represent us now.

Thanked NJDOT for the Route 28 crossing, which is nice.

He also thanked NJ Transit. He said we are further away from getting a new train station than he would like. He thinks the realistic groundbreaking date is probably around 2025 when we get a new train station. Thanked our new legislators for getting us a big cash infusion to get that paid for.

Noted he has spoken a lot with new Superintendent of Schools Patricia Gois, who has been a really good asset and very willing to work with the Brough on a couple of things and projects.

Provided contact information.

### PUBLIC PORTION

Councilman Signorello moved at 8:53 p.m. to open the public comment portion of the meeting on any subject matter; seconded by Councilman Johnson, all members present voting Aye, said motion was adopted.

Chris Shoemaker, B36 Woodside Gardens

Thanked Councilman Johnson for his advocacy on pedestrian safety with Resolution No. 194-23.

Mentioned an incident that happened to him on his way to the meeting tonight. While attempting to cross the highway, the car in the first lane allowed him to cross, while the vehicles in the second lane continued to drive and didn't stop. He said he strongly supports the Hawkeye System.

Bill Crossett, 412 Galloping Hill Road

Thanked everyone involved in getting the brush pile cleaned up; it was done rather quickly.

Made mention of a conversation earlier about Airbnb's. Having been in hotel management for over 45 years, he is not a fan of Airbnb's. He said they are not governed really by much of anything other than their desire to be a hotel room want to be. Given that, if that scenario of a hotel want to be, are they subject to collecting the same taxes and fees that hotel rooms are required to collect. He said they collect a State Tax of 6.75% and a State Occupancy Fee of 5%, which also goes to the State. If the Borough passes an ordinance, they collect a 3% Local Occupancy Fee which goes straight to the municipality. He said maybe we should look at the 3% Local Occupancy ordinance just in case a hotel comes into town.

Wished Borough Clerk Casais a happy birthday.

There being no one else wishing to speak, Councilman Signorello moved at 8:57 p.m. to close the public comment portion of the meeting on any subject matter; seconded by Councilman Johnson, all members present voting Aye, said motion was adopted.

ADJOURNMENT

There being no further business to come before the meeting, Councilman Signorello moved at 8:57 p.m. to adjourn; seconded by Councilman Johnson, all members present voting Aye, said motion was adopted.

Attest:

Andrew J. Casais, RMC  
Borough Clerk