

RESOLUTION NO. 158-24

AUTHORIZING RENEWAL OF ALCOHOLIC BEVERAGE CONTROL LICENSE NO. 2015-33-009-013, OLDE DOWLINGS, LLC, DBA DOWLINGS IRISH PUB & RESTAURANT, FOR THE 2024-2025 LICENSING TERM

WHEREAS, all Plenary Retail Consumption, Distribution and Club Licenses will expire on June 30, 2024 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, 2024 to expire June 30, 2025, 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

ADOPTED: June 20, 2024

I hereby certify that the foregoing Resolution was acted upon by the governing body on June 20, 2024 with the below captioned results on a motion to adopt.


Andrew J. Casais, RMC
Borough Clerk

COUNCIL	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
SIGNORELLO (Mayor)						
PETROSKY	✓		✓			
JOHNSON						✓
SIGNORELLO			✓			
ROBAINA		✓	✓			
LYONS			✓			
PATEL			✓			
ON CONSENT AGENDA	✓	YES	NO			

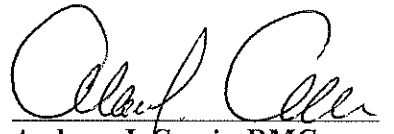
RESOLUTION NO. 159-24

AUTHORIZING A PROGRAM AGREEMENT BETWEEN THE BOROUGH OF ROSELLE PARK AND RAYMOND AND MAURA NIVAR IN CONNECTION WITH ROSELLE PARK HOUSING REHABILITATION PROGRAM CASE NO. RP-56-2-O1/O2 FOR THE IMPROVEMENT OF THE PROPERTY LOCATED AT 323 SHERIDAN AVENUE KNOWN AS BLOCK 1014, LOT 8 OF THE MUNICIPAL TAX MAP

BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey hereby authorize an agreement between the Borough of Roselle Park (hereinafter, the "Borough") and Raymond and Maura Nivar in connection with Roselle Park Housing Rehabilitation Program Case No. RP-56-2-O1/O2 for the improvement of the property located at 323 Sheridan Avenue, Roselle Park, New Jersey 07204 known as Block 1014, Lot 8 of the municipal tax map.

ADOPTED: June 20, 2024

I hereby certify that the foregoing Resolution was acted upon by the governing body on June 20, 2024 with the below captioned results on a motion to adopt.


Andrew J. Casais, RMC
Borough Clerk

COUNCIL	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
SIGNORELLO (Mayor)						
PETROSKY	✓		✓			
JOHNSON						✓
SIGNORELLO			✓			
ROBAINA		✓	✓			
LYONS			✓			
PATEL			✓			
ON CONSENT AGENDA	✓	YES	NO			

RESOLUTION NO. 160-24

AUTHORIZING RENEWAL OF ALCOHOLIC BEVERAGE CONTROL LICENSE NO. 2015-33-015-005, LIQUOR 157, LLC, DBA DE LUX ENTERPRISES, INC.; DE LUX EVENT PLANNING & RENTALS, LLC, FOR THE 2024-2025 LICENSING TERM

WHEREAS, all Plenary Retail Consumption, Distribution and Club Licenses will expire on June 30, 2024 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, 2024 to expire June 30, 2025, to the following:

2015-33-015-005 Liquor 157, LLC, 157 East Westfield Avenue, Roselle Park, New Jersey 07204
DBA: De Lux Enterprises, Inc.; De Lux Event Planning & Rentals, LLC
157 East Westfield Avenue, Roselle Park, New Jersey 07204

ADOPTED: June 20, 2024

I hereby certify that the foregoing Resolution was acted upon by the governing body on June 20, 2024 with the below captioned results on a motion to adopt.


Andrew J. Casais, RMC
Borough Clerk

COUNCIL	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
SIGNORELLO (Mayor)						
PETROSKY	✓		✓			
JOHNSON						✓
SIGNORELLO			✓			
ROBAINA		✓	✓			
LYONS			✓			
PATEL			✓			
ON CONSENT AGENDA	✓	YES	NO			

RESOLUTION NO. 161-24

AUTHORIZING RENEWAL OF ALCOHOLIC BEVERAGE CONTROL LICENSE NO. 2015-33-016-007, SPILANGA FOOD, INC., DBA COSTAS RISTORANTE & PIZZERIA, FOR THE 2024-2025 LICENSING TERM

WHEREAS, all Plenary Retail Consumption, Distribution and Club Licenses will expire on June 30, 2024 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, 2024 to expire June 30, 2025, to the following:

2015-33-016-007 Spilanga Food, Inc., 120 Chestnut Street, Roselle Park, N.J. 07204
DBA: Costas Ristorante & Pizzeria
120 Chestnut Street, Roselle Park, N.J. 07204

ADOPTED: June 20, 2024

I hereby certify that the foregoing Resolution was acted upon by the governing body on June 20, 2024 with the below captioned results on a motion to adopt.


Andrew J. Casais, RMC
Borough Clerk

COUNCIL	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
SIGNORELLO (Mayor)						
PETROSKY	✓		✓			
JOHNSON						✓
SIGNORELLO			✓			
ROBAINA		✓	✓			
LYONS			✓			
PATEL			✓			
ON CONSENT AGENDA	✓	YES	NO			

RESOLUTION NO. 162-24

AUTHORIZING RENEWAL OF ALCOHOLIC BEVERAGE CONTROL LICENSE NO. 2015-33-012-006, CDR GROUP, LLC, DBA CASA DEL REY, FOR THE 2024-2025 LICENSING TERM

WHEREAS, all Plenary Retail Consumption, Distribution and Club Licenses will expire on June 30, 2024 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, 2024 to expire June 30, 2025, to the following:

2015-33-012-006 CDR Group, LLC, 139 East Grant Avenue, Roselle Park, N.J. 07204
DBA: Casa del Rey
147 West Westfield Avenue, Roselle Park, N.J. 07204

ADOPTED: June 20, 2024

I hereby certify that the foregoing Resolution was acted upon by the governing body on June 20, 2024 with the below captioned results on a motion to adopt.


Andrew J. Casais, RMC
Borough Clerk

COUNCIL	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
SIGNORELLO (Mayor)						
PETROSKY	✓		✓			
JOHNSON						✓
SIGNORELLO			✓			
ROBAINA		✓	✓			
LYONS			✓			
PATEL			✓			
ON CONSENT AGENDA	✓	YES	NO			

RESOLUTION NO. 163-24

**AUTHORIZING RENEWAL OF ALCOHOLIC BEVERAGE CONTROL LICENSE NO. 2015-31-017-001, AMERICAN LEGION POST 60, INC., DBA AMERICAN LEGION POST 60, INC.,
FOR THE 2024-2025 LICENSING TERM**

WHEREAS, all Plenary Retail Consumption, Distribution and Club Licenses will expire on June 30, 2024 pursuant to the regulations promulgated by the State of New Jersey Division of Alcoholic Beverage Control; and,

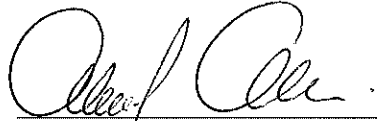
WHEREAS, the following applicant has complied with the provisions of the Act of the Legislature entitled, "An Act Concerning Alcoholic Beverages", being Chapter 436 of the Laws of 1933, its supplements and amendments, and with the Rules and Regulations issued or to be promulgated by the State Commissioner 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, 2024 to expire June 30, 2025, to the following:

2015-31-017-001 American Legion Post 60, Inc., 34 E. Westfield Avenue, Roselle Park, N.J. 07204
DBA: American Legion Post 60, Inc.
34 E. Westfield Avenue, Roselle Park, New Jersey 07204

ADOPTED: June 20, 2024

I hereby certify that the foregoing Resolution was acted upon by the governing body on June 20, 2024 with the below captioned results on a motion to adopt.


Andrew J. Casais, RMC
Borough Clerk

COUNCIL	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
SIGNORELLO (Mayor)						
PETROSKY	✓		✓			
JOHNSON						✓
SIGNORELLO			✓			
ROBAINA		✓	✓			
LYONS			✓			
PATEL			✓			
ON CONSENT AGENDA	✓	YES	NO			

RESOLUTION NO. 164-24

AUTHORIZING THE BOROUGH CLERK TO AUCTION UNCLAIMED BICYCLES

WHEREAS, the Borough of Roselle Park (hereinafter referred to as the “Borough”) is the owner of the following personal property; and,

WHEREAS, said personal property is no longer needed for public use; and,

WHEREAS, the Borough is authorizing to see any and all of such property by public sale to the highest bidder pursuant to *N.J.S.A. 40A:11-36*; and,

WHEREAS, it is in the best interest of the Borough that a public auction be held for such property.

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

1. The personal property no longer needed for public use listed below is hereby offered for public sale to the highest bidder subject to the conditions hereinafter set forth; and,
2. The Office of the Borough Clerk be and is hereby authorized to sell the following items, as is, at public sale on the grounds of the Roselle Park Municipal Complex, 110 East Westfield Avenue, Roselle Park, New Jersey 07204 on Wednesday, July 11, 2024 at 10:00 A.M.; and,
3. The auction will be advertised in the following media: Newark Star-Ledger and Borough of Roselle Park Web Site: www.rosellepark.net; and,
4. Said sale shall be conducted by the Borough Clerk or by any Borough official so designated by him; and,
5. Said property is being sold “as is;” and,
6. All prospective purchasers are put on notice to personally inspect the property prior to the commencement of bidding; and,
7. If the purchaser fails to take title and possession within ten (10) days of the date of purchase, the Governing Body of the Borough of Roselle Park may declare the contract of sale to be terminated and may retain all monies paid there under as liquidated damages, and the Borough may resell said property or pursue such other and further legal and equitable remedies as it may have. If the purchaser fails to take title or possession within said ten (10) days, purchaser will be liable for reasonable storage fees; and,
8. 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; and,
9. The Borough of Roselle Park reserves the right to reject all bids and shall not be obligated to accept any bids; and,

10. 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 within conditions of sale.

BE IT FURTHER RESOLVED that the personal property no longer needed for public use to be sold shall, in this instance, consist of bicycles along with bicycle accessories of various makes, models and conditions; and,

BE IT FURTHER RESOLVED that the minimum bid shall be five-dollars (\$5.00) per bicycle.

ADOPTED: June 20, 2024

I hereby certify that the foregoing Resolution was acted upon by the governing body on June 20, 2024 with the below captioned results on a motion to adopt.


Andrew J. Casais, RMC
Borough Clerk

COUNCIL	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
SIGNORELLO (Mayor)						
PETROSKY	✓		✓			
JOHNSON						✓
SIGNORELLO			✓			
ROBAINA		✓	✓			
LYONS			✓			
PATEL			✓			
ON CONSENT AGENDA	✓	YES	NO			

RESOLUTION NO. 165-24

**AUTHORIZING THE BOROUGH CLERK TO AUCTION VEHICLES
NO LONGER NEEDED FOR PUBLIC USE**

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 statutes 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 1:00 p.m., local prevailing time, on Thursday, July 11, 2024; and,

BE IT FURTHER RESOLVED that said auction will be advertised by way of the following printed and electronic media: (a) The Newark Star-Ledger, 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.

Year	Make	Model	Identification Number	Minimum Bid	Location
2005	Ford	Crown Victoria	2FAFP71WX5X125653	\$600.00	RPDPW
2006	Ford	Crown Victoria	2FAFP71W26X118715	\$600.00	RPDPW
2006	Ford	Crown Victoria	2FAFP71W06X118714	\$600.00	RPDPW
2009	Dodge	Charger	2B3KA43V29H546278	\$600.00	RPDPW
2003	Ford	Explorer	1FMZU73KX3UA82751	\$1,200.00	RPDPW
2003	Chevrolet	Blazer	1GNDT13X43K147378	\$1,200.00	RPDPW
2008	Chevrolet	Tahoe	1GNFK13518R229884	\$1,200.00	RPDPW

ADOPTED: January 20, 2024

I hereby certify that the foregoing Resolution was acted upon by the governing body on January 20, 2024 with the below captioned results on a motion to adopt.


Andrew J. Casais, RMC
Borough Clerk

COUNCIL	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
SIGNORELLO (Mayor)						
PETROSKY	✓		✓			
JOHNSON						✓
SIGNORELLO			✓			
ROBAINA		✓	✓			
LYONS			✓			
PATEL			✓			
ON CONSENT AGENDA	✓	YES	NO			

RESOLUTION NO. 166-24

DIRECTING AN IMMEDIATE STOP TO THE ACQUISITION AND INSTALLATION OF A RICK BARRY STATUE AS AUTHORIZED BY ORDINANCE NO. 2776, AND FURTHER DIRECTING ANY AND ALL ACTIONS NECESSARY TO FORMALLY REPEAL THE APPROPRIATION

WHEREAS, Ordinance No. 2776 entitled, “A BOND ORDINANCE TO AUTHORIZE THE MAKING OF VARIOUS PUBLIC IMPROVEMENTS AND THE ACQUISITION OF NEW ADDITIONAL OR REPLACEMENT EQUIPMENT AND MACHINERY, NEW INFORMATION TECHNOLOGY EQUIPMENT AND NEW AUTOMOTIVE VEHICLES, INCLUDING ORIGINAL APPARATUS AND EQUIPMENT, IN, BY AND FOR THE BOROUGH OF ROSELLE PARK, IN THE COUNTY OF UNION, STATE OF NEW JERSEY, TO APPROPRIATE THE SUM OF \$3,987,000 TO PAY THE COST THEREOF, TO APPROPRIATE VARIOUS GRANTS, TO MAKE A DOWN PAYMENT, TO AUTHORIZE THE ISSUANCE OF BONDS TO FINANCE SUCH APPROPRIATION AND TO PROVIDE FOR THE ISSUANCE OF BOND ANTICIPATION NOTES IN ANTICIPATION OF THE ISSUANCE OF SUCH BONDS,” was introduced by the governing body of the Borough of Roselle Park at the Regular Meeting held on April 18, 2024, adopted at the Regular Meeting of May 2, 2024, and became effective May 30, 2024; and,

WHEREAS, of the various authorizations and appropriations encompassing Ordinance No. 2776, the governing body has given further consideration to Item H of Section 4 of said Ordinance; and,

WHEREAS, Item H of Section 4 of Ordinance No. 2776 authorizes the acquisition and installation of a Rich Barry statue at Gazebo Park or other public property with an appropriation of \$150,000.00; and,

WHEREAS, it is the sense of the governing body that this acquisition not proceed, and be formally repealed.

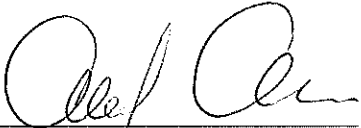
NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey hereby direct the Chief Administrative Officer to take all actions necessary to immediately stop the acquisition and installation of the Rick Barry statue previously authorized by Item H of Section 4 of Ordinance No. 2776; and,

BE IT FURTHER RESOLVED that the Chief Administrative Officer and Chief Financial Officer are further directed to take all actions necessary, including collaboration with Bond Counsel, to effectuate a formal repeal the \$150,000.00 appropriation stipulated in Item H of Section 4 of Ordinance No. 2776.

COUNCIL	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
SIGNORELLO (Mayor)						
PETROSKY	✓			✓		
JOHNSON						✓
SIGNORELLO				✓		
ROBAINA		✓		✓		
LYONS				✓		
PATEL				✓		
ON CONSENT AGENDA		YES	✓	NO		

ADOPTED: June 20, 2024

I hereby certify that the foregoing Resolution was acted upon by the governing body on June 20, 2024 with the below captioned results on a motion to adopt.


Andrew J. Casais, RMC
Borough Clerk

RESOLUTION NO. 167-24

**AUTHORIZING THE TAX COLLECTOR TO ISSUE A REDUCTION AND/OR REFUND ON
FOUR (4) SEWER UTILITY BILLS IN THE TOTAL AMOUNT OF \$4,741.00**

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 four (4) sewer utility bills totaling four-thousand seven-hundred forty-one dollars and zero cents (\$4,741.00):

Block	Lot	Address	Original Bill	Reduction/Refund	New Bill
123	13	500 Oakwood Avenue	\$1,408.00	\$723.00	\$684.00
309	7	316 West Clay Avenue	\$2,200.00	\$1,131.00	\$1,069.00
602	15	114 West Grant Avenue	\$2,744.00	\$1,739.00	\$1,005.00
906	38	110 Avon Street	\$2,720.00	\$1,148.00	\$1,572.00

ADOPTED: June 20, 2024

I hereby certify that the foregoing Resolution was acted upon by the governing body on June 20, 2024 with the below captioned results on a motion to adopt.



Andrew J. Casais, RMC
Borough Clerk

COUNCIL	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
SIGNORELLO (Mayor)						
PETROSKY	✓		✓			
JOHNSON						✓
SIGNORELLO			✓			
ROBAINA		✓	✓			
LYONS			✓			
PATEL			✓			
ON CONSENT AGENDA	✓	YES	NO			

RESOLUTION NO. 168-24

**AUTHORIZING THE TREASURER TO ISSUE ONE (1) CHECK TOTALING \$418.42
PAYABLE TO ONE (1) LIEN HOLDER ON ONE (1) PROPERTY**

BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey authorize the Treasurer to issue one (1) check totaling \$418.42 payable to one (1) lien holder on one (1) property.

BOROUGH OF ROSELLE PARK TAX COLLECTOR ANALYSIS OF LIEN REDEMPTIONS 6/20/2024															
	TSC #	BLOCK	LOT	QUAL	PREMIUM	TOTAL AMOUNT REDEEMED	CERTIFICATE AMOUNT	REDEMPTION PENALTY PERCENTAGE	INTEREST ON CERTIFICATE DATE 6/20/2024	SEARCH FEE	RECORDING FEE	SUBSEQUENT TAXES PAID	INTEREST ON SUBSEQUENTS TO 6/20/2024	6% INTEREST PENALTY	LEGAL FEES
PRO CAP & FBO FIRST TRUST BANK	23-005	510	7		\$ -	\$ 418.42	\$ 151.84	\$ -	\$ -	\$ 12.00	\$ 55.00	\$ 182.03	\$ 17.75		
						\$ -	\$ -								
						\$ -	\$ -								
						\$ -	\$ -								
						\$ -	\$ -								
						\$ -	\$ -								
TOTAL					\$ -	\$ 418.42	\$ 151.84	\$ -	\$ -	\$ 12.00	\$ 55.00	\$ 182.03	\$ 17.75	\$ -	\$ -

ADOPTED: June 20, 2024

I hereby certify that the foregoing Resolution was acted upon by the governing body on June 20, 2024 with the below captioned results on a motion to adopt.


Andrew J. Casais, RMC
Borough Clerk

COUNCIL	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
SIGNORELLO (Mayor)						
PETROSKY	✓		✓			
JOHNSON						✓
SIGNORELLO			✓			
ROBAINA		✓	✓			
LYONS			✓			
PATEL			✓			
ON CONSENT AGENDA	✓	YES	NO			

RESOLUTION NO. 169-24

AUTHORIZING THE OPEN-ENDED PURCHASE OF REGULAR 87 OCTANE UNLEADED GASOLINE FROM NATIONAL FUEL OIL, INC. PURSUANT TO SOMERSET COUNTY COOPERATIVE PRICING SYSTEM CONTRACT NO. CC-0045-24 WITH A \$0.0839 PER GALLON UPCHARGE

WHEREAS, the Borough of Roselle Park desires and requires to purchase goods and/or services necessary for the acquisition of Regular 87 Octane Unleaded Gasoline for use by its fleet; and,

WHEREAS, National Fuel Oil, Inc. of 175 Orange Street, Newark, New Jersey 07103 has been awarded Somerset County Cooperative Pricing System Contract No. CC-0045-22 for the provision of certain goods and services inclusive of Regular 87 Octane Unleaded Gasoline.

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 open-ended purchase of Regular 87 Octane Unleaded Gasoline be and is hereby authorized from National Fuel Oil, Inc. 175 Orange Street, Newark, New Jersey 07103 pursuant to Somerset County Cooperative Pricing System Contract No. CC-0045-24, expiring May 13, 2026, with a \$0.0839 per gallon upcharge; and,

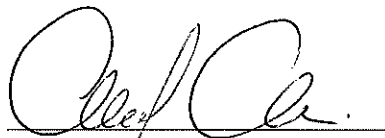
BE IT FURTHER RESOLVED that the foregoing Resolution be explicitly adopted on the basis that the Borough of Roselle Park may utilize the goods and/or services of this open-ended contract with an aggregate cost in exceedance of the bid threshold; and,

BE IT FURTHER RESOLVED that the Chief Financial Officer shall certify as to the availability of funds before all purchases are made pursuant to the prevailing provisions of the Local Public Contracts Law and any regulations promulgated by the State of New Jersey related thereto.

ADOPTED: June 20, 2024

I hereby certify that the foregoing Resolution was acted upon by the governing body on June 20, 2024 with the below captioned results on a motion to adopt.

COUNCIL	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
SIGNORELLO (Mayor)						
PETROSKY	✓		✓			
JOHNSON			✓			✓
SIGNORELLO		✓	✓			
ROBAINA		✓	✓			
LYONS		✓	✓			
PATEL		✓	✓			
ON CONSENT AGENDA	✓	YES	NO			


Andrew J. Casais, RMC
Borough Clerk

RESOLUTION NO. 170-24

ESTABLISHING THE PROCESS FOR MAINTENANCE AND REPLACEMENT OF THE AMERICAN FLAG

WHEREAS, the American flag is a symbol of the United States, representing our nation's history, values, and unity; and,

WHEREAS, it is essential to ensure that the flag is always displayed in a condition that reflects the respect and honor it deserves; and,

WHEREAS, flags can become worn, faded, or damaged over time, diminishing their appearance and the respect they command.

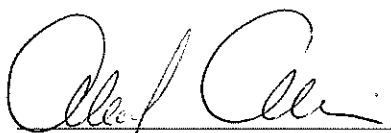
NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey as follows:

1. **Inspection and Maintenance:** The American flag should be regularly inspected to ensure it is in good condition. This inspection should occur at least once a month.
2. **Criteria for Replacement:** The flag should be replaced if it shows signs of wear, such as fraying, significant fading, tearing, or any other damage that compromises its appearance.
3. **Replacement Procedure:** When a flag is deemed necessary to be replaced, a new flag should be ordered from a reputable manufacturer that adheres to the official specifications for the American flag. The old flag should be retired in a manner that is consistent with the U.S. Flag Code, which typically involves a dignified burning ceremony.
4. **Budget and Procurement:** An annual budget should be allocated specifically for the maintenance and replacement of the American flag to ensure that funds are always available for this purpose. The procurement of new flags should be done in a timely manner to avoid any periods where a proper flag is not available for display.
5. **Public Awareness and Education:** Efforts should be made to educate the community and relevant stakeholders about the importance of flag maintenance and the proper procedures for its replacement and retirement.
6. **Record Keeping:** Detailed records should be kept regarding the inspection dates, condition assessments, replacement dates, and disposal methods of the flags to ensure transparency and accountability.

ADOPTED: June 20, 2024

COUNCIL	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
SIGNORELLO (Mayor)						
PETROSKY	✓		✓			
JOHNSON			✓			✓
SIGNORELLO			✓			
ROBAINA		✓	✓			
LYONS			✓			
PATEL			✓			
ON CONSENT AGENDA	✓	YES	NO			

I hereby certify that the foregoing Resolution was acted upon by the governing body on June 20, 2024 with the below captioned results on a motion to adopt.


Andrew J. Casais, RMC
Borough Clerk

RESOLUTION NO. 171-24

**AUTHORIZING CHANGE ORDER NO. 1 TO A3 CONTRACTING, LLC FOR THE PROJECT
"ROSELLE PARK HOUSING REHABILITATION PROGRAM CASE NO. RP-39-2" IN THE
AMOUNT OF A \$4,650.00 INCREASE (16.04%) TO REFLECT A TOTAL CONTRACT
AMOUNT OF \$33,635.00**

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 Roselle Park Housing Rehabilitation Program Manager, the Change Order for the Contract listed below be and is hereby approved:

TITLE OF JOB: Roselle Park Housing Rehabilitation Program Case No. RP-51

CONTRACTOR: Jacmel Construction, LLC

CHANGE ORDER N°: 1

AMOUNT OF CHANGE THIS RESOLUTION: \$4,700.00 (Increase) for an updated contract amount of \$24,600.00; and,

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

ADOPTED: June 20, 2024

I hereby certify that the foregoing Resolution was acted upon by the governing body on June 20, 2024 with the below captioned results on a motion to adopt.



Andrew J. Casais, RMC
Borough Clerk

I hereby certify that funds are available in line item: 04-2150-55-24120-120

COUNCIL	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
SIGNORELLO						
PETROSKY	✓		✓			
JOHNSON						✓
SIGNORELLO			✓			
ROBAINA		✓	✓			
LYONS			✓			
PATEL			✓			
ON CONSENT AGENDA	✓		YES	NO		



Kenneth P. Blum, Jr. CMFO
Chief Financial Officer

RESOLUTION NO. 172-24

**CANCELING THE APPROPRIATION OF \$150,000.00 FOR THE ACQUISITION AND
INSTALLATION OF A RICK BARRY STATUE AT GAZEBO PARK OR OTHER PUBLIC
PROPERTY FROM ORDINANCE NO. 2776**

WHEREAS, the governing body of the Borough of Roselle Park has determined it necessary and appropriate cancel the appropriation of \$150,000.00 for the acquisition and installation of a Rick Barry statue at Gazebo Park or other public property from Section 4H of Ordinance No. 2776, adopted on May 2, 2024; and,

WHEREAS, the governing body of the Borough of Roselle Park has determined that the down payment of \$10,000.00 shall be returned to the Capital Improvement Fund; and,

WHEREAS, the balance of the appropriation including authorized Bonds and Notes totaling \$140,000.00 are to be canceled.

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

1. The Chief Financial Officer be and is hereby directed to take all necessary steps to effectuate the above stipulations, and to otherwise cancel the appropriation of \$150,000.00 for the acquisition and installation of a Rick Barry statue at Gazebo Park or other public property from Ordinance No. 2776, adopted May 2, 2024.

ADOPTED: June 20, 2024

I hereby certify that the foregoing Resolution was acted upon by the governing body on June 20, 2024 with the below captioned results on a motion to adopt.


Andrew J. Casais, RMC
Borough Clerk

COUNCIL	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
SIGNORELLO (Mayor)						
PETROSKY	✓			✓		
JOHNSON				✓		✓
SIGNORELLO		✓		✓		
ROBAINA				✓		
LYONS				✓		
PATEL				✓		
ON CONSENT AGENDA	YES		✓NO			

RESOLUTION NO. 173-24

AMENDING RESOLUTION NO. 142-24 AND REAUTHORIZING A SHARED SERVICES AGREEMENT WITH THE BOROUGH OF KENILWORTH FOR THE POSITION OF SUPERINTENDENT OF PUBLIC WORKS AND THE USE OF DEPARTMENT OF PUBLIC WORKS EQUIPMENT AND VEHICLES

WHEREAS, on June 6, 2024 the governing body of the Borough of Roselle Park adopted Resolution No. 142-24 entitled, "Authorizing a Shared Services Agreement with the Borough of Kenilworth for the Position of Superintendent of Public Works;" and,

WHEREAS, on June 19, 2024 the governing body of the Borough of Kenilworth adopted Resolution 2024-152 which authorizes terms of a Shared Services Agreement between the Boroughs of Roselle Park Kenilworth that are similar, but not the same as those authorized by above-referenced Resolution No. 142-24; and,

WHEREAS, upon review of the terms authorized by Kenilworth Resolution No. 2024-152, the Borough of Roselle Park has no objections, and wishes to proceed with concurrence and ratification of terms.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that Resolution No. 142-24 is hereby amended such that a Shared Services Agreement with the Borough of Kenilworth is authorized and otherwise ratified in the form of an agreement substantially similar to that which is attached to the foregoing Resolution as Exhibit A; and,

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are hereby authorized and directed to execute any and all documents in furtherance of the aforementioned Shared Services Agreement.

ADOPTED: June 20, 2024

I hereby certify that the foregoing Resolution was acted upon by the governing body on June 20, 2024 with the below captioned results on a motion to adopt.

COUNCIL	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
SIGNORELLO (Mayor)						
PETROSKY	✓		✓			
JOHNSON						✓
SIGNORELLO			✓			
ROBAINA		✓	✓			
LYONS			✓			
PATEL			✓			
ON CONSENT AGENDA	✓	YES	NO			


Andrew J. Casais, RMC
Borough Clerk

Exhibit A
of Resolution No. 173-24

SHARED SERVICES AGREEMENT

For Superintendent of the Department of Public Works and use of DPW equipment and vehicles

This **SHARED SERVICE AGREEMENT** (the "Agreement") is entered into and effective the 1st day of July 2024 by and between the **BOROUGH OF ROSELLE PARK** (hereinafter, "Roselle Park"), with its principal offices located at 110 East Westfield Avenue, Roselle Park, New Jersey 07204, and the **BOROUGH OF KENILWORTH** (hereinafter, "Kenilworth"), with its principal offices located at 567 Boulevard, Kenilworth, New Jersey 07033.

RECITALS

WHEREAS, the Uniform Shared Services and Consolidation Act, *N.J.S.A. 40A:65-1, et seq.*, permits municipalities and other local units to enter into Shared Services Agreements with other governmental units by adoption of a Resolution authorizing such shared services; and,

WHEREAS, Kenilworth presently employs a Superintendent of Public Works who holds licensure as a Certified Public Works Manager; and,

WHEREAS, effective July 1, 2024, Roselle Park is in need of the services of a Superintendent of Public Works who holds licensure as a Certified Public Works Manager; ~~and,~~

WHEREAS, the Borough of Kenilworth is larger than the Borough of Roselle Park and its current Superintendent of Public Works in a full-time capacity;

WHEREAS, both Boroughs are in the same geographical region and have enjoyed a positive relationship with each other through the years and are committed to delivering services to their taxpayers in the most cost-effective and efficient manner

WHEREAS, the Borough of Roselle Park owns and insures various pieces of equipment and vehicles that have been assigned to its Department of Public Works and is amenable to allowing the Borough Kenilworth to use the same for its own use as set forth herein

WHEREAS, Kenilworth and Roselle Park have determined that it would be mutually beneficial to enter into the foregoing Agreement whereby Kenilworth would act as the ~~lead~~Primary agency and provide services, inclusive of its aforementioned certified personnel, their expertise, and labor to Roselle Park to assist Roselle Park in their fulfillment of requirements of state statute and the public works needs of the Roselle Park community.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Preservation of each municipality's Department of Public Works and term. Both Boroughs agree that the agreement and terms set forth here in shall not constitute dissolution of their respective Departments of Public Works or legal joinder of the same. Each respective municipality shall have complete control over their respective Public Works Departments including, but not limited to hiring, discharge, discipline, contracts, policies and direction except as the same may be specifically modified herein. Each party shall share with the other any labor agreements governing its labor force, personnel manuals and policies, licenses or designation of any employee and insurance policies governing its labor pool and covering its equipment and use thereof.

~~1-2.~~ **Services.** Roselle Park hereby retains Kenilworth as its service provider for the position of Superintendent of Public Works. The specific individual who shall serve as Superintendent of Public Works shall be an employee of Kenilworth and shall be duly designated by Kenilworth. The Superintendent of Public Works shall possess Certified Public Works Manager licensure as issued by the State of New Jersey at all times during the term of the foregoing agreement. This Superintendent of Public Works shall render services to Roselle Park inclusive of, but not limited to the following:

- a. Serve as Roselle Park's Principal Public Works Manager pursuant to the requirements of N.J.S.A. 40A:9-154.6g; and consistent with section 2-29 of the Borough Roselle Park's code.

- i. Principal Public Works Manager shall be further defined by *N.J.S.A. 40A:9-154.6a(e)*, specifically: "...a certified public works manager who performs administrative and supervisory duties relating to installation, maintenance and repair of public works facilities, or assists in planning, organizing and directing all programs relating to a public works activity, or a combination thereof, who is appointed by the local governing body, its designated appointing authority or chief executive officer, and who is not an elected member of that governing body, who advises municipal elected officials and employees in proper compliance and administration of the various laws, regulations, technical practices, operations and management techniques with regard to public works activities conducted by the municipality..."

b. ~~Perform all of the duties and responsibilities set forth in Roselle Park Borough Code §code section 2-29 with the following specific deviations and/or stipulations:~~

- i. ~~Regarding §2-29.2c In lieu of in person but for the meeting attendance provisions. In that regard~~ The Superintendent of Public Works shall report to the Mayor and Council once per month, in-writing, unless specifically requested otherwise;

~~Regarding §2-29.2c~~

- ii. ~~The Superintendent of Public Works shall devote active service to the performance of his duties to Roselle Park without the expectation that such service shall constitute a full-time arrangement. The number of hours dedicated to Roselle Park shall vary day-to-day and week-to-week based upon the balance of needs between Roselle Park and Kenilworth.~~

e.ii. ~~Serve~~ The Business administrators of each Borough shall serve as the point of contract for contracted service providers where the Superintendent of Public Works is the designed contract administrator.

- d. iii. ~~Report~~ Report directly to the Chief Administrative Officer of Roselle Park

iv. However, in the event of emergency that impact Kenilworth, such as, but not limited to winter storms, the Superintendent's primary responsibility will be to the Borough of Kenilworth and shall only be available to perform services for Roselle Park, if it does not interfere with the same.

2.3. Consideration.

- a. Monetary. In full consideration of the faithful performance of services by Kenilworth, Roselle Park convents and agrees to pay Kenilworth \$50,000 per annum, prorated on a six (6) month basis for the year 2024 commencing July 1, 2024. ~~Said sum shall be paid on a quarterly basis.~~ which shall be paid on a quarterly basis. And make any and all equipment that has been regularly available and becomes available to Roselle Park's Department of Public Works use, available for the Borough of Kenilworth's use in accordance with the terms of this agreement Conditions of vehicle usage:

a. Vehicle-Superintendant's pick up.

~~b.~~ In consideration of the faithful performance of services by Kenilworth, Roselle Park convents and agrees to loan to Kenilworth a Roselle Park municipal vehicle, specifically a Ford F-250 Pickup Truck (VIN # 1FT7X2BA8PED10874), for use by the Superintendent of Public Works to carry out the services set forth above that require use of such a vehicle. ~~This shall specifically include take home use of this vehicle by the the Superintendent of Public Works. Said vehicle shall not be used for the Superintendent of Public Works' personal activities, and shall be solely used for transportation to, from, and during the course of services rendered under the Agreement. Kenilworth agrees to the following stipulations with respect to the consideration related to the Roselle Park municipal vehicle; and to carry out the duties he performs for the Borough of Kenilworth.~~

This shall specifically include take home use of this vehicle by the Superintendent of Public Works. And the performance of all of his duties under this agreement to the Borough of Roselle Park as well as, his fulltime duties, to the Borough of Kenilworth.

usage is subject to the following stipulations:

i. The vehicle shall not be marked with the name of either Borough;

~~ii.~~ Kenilworth's designated employee, as created under this agreement, will not cause or allow the subject vehicle to be loaned, rented, or driven by any person other than said designated employee;

~~iii.~~ Kenilworth shall preserve and protect the subject vehicle from loss or damage;

~~iv.~~ Kenilworth shall not use said vehicle, cause, or permit the same to be used in any manner whatsoever in violation of any municipal, county, state, or federal law, ordinance, or regulation;

~~v.~~ Kenilworth's designated employee shall not operate the vehicle while under the influence of alcohol or other impairing substances;

~~vi.~~ In the event of any accident involving the subject vehicle, Kenilworth will immediately furnish Roselle Park a full and complete report thereof;

~~vi.~~ Kenilworth will forever and hold harmless and indemnify Roselle Park from any and all claims, demands, causes of action, attorney's fees and expenses of any nature arising, or alleged to arise from Kenilworth's use, operation, or damage during said use of loaned vehicle;

vii. Kenilworth will, at its own risk and expense, maintain Workers Compensation Insurance for the Superintendent of Public Works for all matters inclusive of this operation of the subject vehicle, as well as Bodily Injury and Property Damage Liability Insurance covering the Bodily

~~Injury or Property Damage Liability Insurance during said use of loaned vehicle~~ at all times and for the performance of any and all duties for either Borough.

viii. Roselle Park shall maintain primary insurance on said vehicle in the minimum amounts of five million dollars between primary and excess coverage for the same.

e.b. Equipment. In consideration of the faithful performance of services by Kenilworth, Roselle Park consents and agrees to allow Kenilworth to utilize any and all Roselle Park DPW equipment, including apparatus and vehicles, housed by and within the Roselle Park Department of Public Works. ~~Kenilworth agrees to the following stipulations with respect to the consideration related to the Roselle Park equipment:~~

i. With respect to such vehicles and equipment (the Pick-up truck assigned to the Superintendant's use excluded) the following terms and conditions apply the parties agree to the following: All properly licensed employees of the Kenilworth Department of Public Works shall be permitted to use the same, so long as properly trained and/or licensed.

ii. Priority for use of all Roselle Park equipment shall be for operations within Roselle Park, consideration for Roselle Park equipment use in Kenilworth shall be secondary;

iii. Kenilworth shall preserve and protect the subject equipment from loss or damage;

iv. Kenilworth shall perform all routine maintenance and repairs associated with normal wear and tear only (not accident or damage) subject to the following:

a. If the work triggers overtime for any Kenilworth employee, the expense associated with same shall be invoiced and payable by Roselle Park;

b. Any expense in excess of three hundred dollars (\$300.00), shall be subject to further agreement by and between the parties on an ad hoc basis.;

iii.v. In the event of equipment damage, Kenilworth shall immediately inform Roselle Park, thereafter the parties shall in good faith determine both the responsibility and need for repairs;

iv.vi. Kenilworth shall not use said equipment, cause, or permit the same to be used in any manner whatsoever in violation of any municipal, county, state, or federal law, ordinance, or regulation;

v.vii. No Kenilworth employee shall operate any Roselle Park equipment while under the influence of alcohol or other impairing substances;

vi.viii. In the event of any accident involving the subject equipment, Kenilworth will immediately furnish Roselle Park a full and complete report thereof;

vii. ~~Kenilworth will forever and hold harmless and indemnify Roselle Park from any and all claims, demands, causes of action, attorney's fees and expenses of any nature arising, or alleged to arise from Kenilworth's use, operation, or damage during said use of equipment.~~

ix. Insurance: with respect to any and all motor vehicles, which includes any and all vehicle designed for travel on public roadways and/ or properly licensed for the same, Roselle Park shall provide primary insurance coverage in the minimum amount of five million dollars. For all other equipment, the borough using it at the time shall be covered by its own general liability insurance coverage in the mandatory minimum amounts of five million dollars.

x. Roselle Park represents that to the best of its knowledge, all vehicles and equipment subject to this agreement:

- a. Have not been altered in any fashion to disengage any safety or warning feature;
- b. Are not currently in need of any repairs; and
- c. are in good working order for safe operation.

xi. Roselle Park understands that Kenilworth is relying on the Representations contained in paragraph x above and nothing in this agreement shall waive liability related a misrepresentation of the same.

3.4. Effective Date and Term. This agreement shall be effective July 1, 2024, and continue until December 31, 2024.

4.5. Termination of Agreement. The provisions of this agreement are contingent upon Kenilworth having in its employ a full-time Superintendent of Public Works, licensed as a Certified Public Works Manager. If ~~or~~for any reason Kenilworth shall cease to employ such an employee, Roselle Park may immediately terminate the foregoing agreement. In any other circumstance, this agreement may be terminated by Roselle Park or Kenilworth with forty-five (45) days written notice to the other party following its governing bodies resolution authorizing the same, unless mutually agreed between Roselle Park and Kenilworth that said termination should be effective earlier.

5.6. Mutual Indemnification. To the fullest extent allowable by the law, each party, their successors, and assigns shall hold harmless, indemnify, defend, and release the other party and their members, directors, officers, employees, agents, contractors, successors, and assigns from and against all suits, liabilities, penalties, costs, losses, damages, expenses or claims, including, without limitation, reasonable attorney's fees arising from or in any way connected with the other party's performance, attempted performance, or failure to perform in connection with this agreement or other activities as described in the agreement, including, but not limited to, any injury to or the death of any person or any damage to any property resulting from any act, omission, condition, or other manner related to this agreement, regardless of cause, unless due to the negligence of any of the indemnified parties.

6.7. Insurance. Each Party shall obtain a liability insurance policy naming the other party as an additional insured covering the respective parties from liability which may arise from this agreement. In the event an action, claim, demand, debt, liability, cause of action, legal

proceeding or similar such action is filed against a party to this agreement stemming from the services provided under the agreement, the responsible party shall turn this matter over to their insurance carrier to defend and address such issue.

7.8. Disputes. If there are any disputes arising between the parties as to the interpretation of the terms of agreement or the satisfactory performance by any of the parties or the services and other responsibilities provided in this agreement, Kenilworth and Roselle Park shall make a good faith effort to resolve the matter amongst themselves. If no settlement is reached, both parties agree that either party may pursue any and all legal remedies, including the initiation of legal proceedings in the Superior Court of New Jersey in Union County, as may be necessary unless they can agree to some form of Alternative Dispute Resolution

8.9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

9.10. Notice. All notices, reports, statements, requests, or authorizations required to be given hereunder shall be personally delivered or sent by first-class mail to the parties at the following addresses unless a party has been notified of a change of address:

Borough of Kenilworth

Attention: Business Administrator

567 Boulevard

Kenilworth, New Jersey 07033

Borough of Roselle Park

Attention: Business Administrator

110 East Westfield Avenue

Roselle Park, New Jersey 07204

~~10-11.~~ **Assignment.** This Agreement shall not be assignable by either party, except upon written agreement signed by both Parties.

~~11-12.~~ **Entire Agreement.** This agreement sets forth the entire understanding of the parties hereto with respect to the transactions contemplated herein. No change or modification of this agreement shall be valid unless the same shall be in writing and approved by the parties.

~~12-13.~~ **Severability.** If any clause, sentence, paragraph, section or part of this Agreement shall be adjudged to be invalid by any Court of competent jurisdiction, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section or part thereof directly involved in the controversy in which such judgment shall have been rendered.

~~13-14.~~ **Force Majeure.** If an event beyond the control of either party occurs which prevents or substantially reduces that party's ability to comply with any obligation under this agreement, then the party shall be relieved of performance.

~~14-15.~~ **Compliance with the Uniform Shared Services and Consolidation Act.** In accordance with N.J.S.A. 40A:65-1 et seq., this Agreement shall be filed with the Department of Community Affairs, Division of Local Government Services.

~~15-16.~~ **Authority.** By the signatures below, the parties execute this agreement and confirm that they are mutually bound by and fully authorized and empowered to enter into and bind their organization by all provisions contained therein.

~~16-17.~~

IN WITNESS WHEREOF, each party has caused its authorized officials to sign and seal this contract effective upon the date first indicated within the forgoing agreement.

BOROUGH OF KENILWORTH:

ATTEST:

Linda Karlovitch

Angela Lazzari, RMC

Mayor

Borough Clerk

BOROUGH OF ROSELLE PARK:

ATTEST:

Joseph Signorello III
Mayor

Andrew J. Casais, RMC
Borough Clerk

DRAFT