

NOVEMBER 21, 2024 REGULAR MEETING OF MAYOR AND COUNCIL

READING OF PUBLIC MEETINGS LAW ARTICLE

Mayor Signorello read the following statement into the record:

This meeting is being held in accordance with the New Jersey Open Public Meetings Act. Notice of this meeting was published in the Union County Local Source and the Newark Star-Ledger. Said notice was posted in the Municipal Building, and a copy is on file with the Office of the Borough Clerk.

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:

Attendee Name	Organization	Title	Status	Arrived
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	A	----
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

1. Presentation: Roselle Park Girl Scouts Troop 40998 - Journey

Five members of Girl Scout Troop 40998 spoke about the safety of pedestrians in the area, especially in the school zones. Currently, students and pedestrians are forced to navigate a busy road without a designated crossing, putting them at significant risk. A crosswalk would not only provide a safe route for pedestrians, but also improve the overall safety of the surrounding area.

They are here to bring awareness and a level of safety in how individuals feel when crossing West Webster Avenue or more specifically, crossing to and from the front of the High School.

Their goal is to have signage, a crosswalk or some kind of safety measure implemented, such as speed bumps. They conducted a survey accessing individuals' opinions and found that 90% have expressed they feel unsafe when crossing in front of the High School and 98% feel a crosswalk would be beneficial.

They said the crosswalk survey respondents felt having a crosswalk in front of the High School would be beneficial due to baseball, softball and other activities the High School offers during the year. Many parents drop off their kids for sports, forcing young children to cross in the middle of the road where their safety is not ensured. Along with the crosswalk, they propose to add a sign indicating the presence of the crosswalk, since it would be a new addition to West Webster Avenue. The options could include mid-block crosswalk sign like the one near the Library or a pedestrian crossing sign on the side of the road; refer to page one and you will see both of those options.

They said even if you don't go to Roselle Park High School or participate in any activities, everyone will benefit from this crosswalk. Everyone is affected by this crosswalk, not just pedestrians but drivers too. By implementing this crosswalk, drivers and students alike would be aware of each other and everyone will make it home safely.

They said the High School is an area of high foot trafficking and activity. The lack of any nearby crosswalk at all is an accident waiting to happen. The two nearest crosswalks are Locust Street and Laurel Avenue. The length of the block without any crosswalk is 1,680 feet.

Moreover, this street is not safe now and will certainly not become safer once the apartments are finished and a new population of people and their four cars is borne. They believe implementing a crosswalk or safety measure on the street is a step in the right direction and making the best yet to come.

Mayor Signorello said that was fantastic and kudos for the hard sell at the end; that is a closer right there. He said he doesn't want to speak for all of Council, but will defer to Councilman Robaina; usually when it's something that affects their Ward, we try to get the Councilperson's buy-in first. He thinks personally, it's a great idea. He will say, just before Councilman Robaina talks, as he has learned over six years, you can't just usually wave a magic wand and put these things up. One from a cost perspective, we need to budget every year. Two, there are a ton of legalities of State regulations of what can go where and how far it can be from the corner. He thinks it warrants a small study, which we would have to do with the Engineers. He is one hundred percent in favor of it and would like to hear Councilman Robaina's view.

Councilman Robaina thanked the Girl Scouts for coming out. As the Councilman of that area where the High School is located and the field is, they have his full one hundred percent support on this. He will advocate on their behalf and he knows Mayor Signorello will as well. Of course, we will need to do a small study first, but anything we can do and with the recommendations coming from our Engineer, we will be sure to do it.

Mayor Signorello said it is not the safest intersection. He said it's a really smart idea.

APPROVAL OF MINUTES, PENDING ANY CORRECTIONS

None

MOTION BILLS & PAYROLLS BE NOT READ AND PASSED FOR PAYMENT

Councilman Petrosky moved that bills and payrolls be not read and passed for payment; seconded by Councilman Robaina, five members present voting Aye and one absent, said motion was adopted.

PUBLIC PORTION

Councilman Petrosky moved at 7:12 p.m. to open the public comment portion of the meeting on agenda items only; seconded by Councilman Robaina, five members present voting Aye and one absent, said motion was adopted.

There being no one wishing to speak, Councilman Petrosky moved at 7:12 p.m. to close the public comment portion of the meeting on agenda items only; seconded by Councilman Robaina, five members present voting Aye and one absent, said motion was adopted.

REPORTS OF DEPARTMENTS

Public Works Department: Gregory Budesheim, Superintendent of Public Works

He said since the last Council Meeting on October 17th, if you count every employee, we've had a total PTO usage including missed hours of 457 hours. Now in those hours, we had two employees out on disability; so if you minus that, it was only 121 hours of time used. We also had Messercola come out for a sewer main break over on Maplewood and West Lincoln. We ended up replacing 15 feet of clay pipe, and it was on Veteran's Day and he was there for about 14 hours. He said that was when they finally sealed it up and started backfilling. The rest of the work the DPW has been doing was a la carte bulk pickup and miscellaneous complaints from residents.

Councilman Johnson said he wanted to know with two employees out, what plans does Superintendent Budesheim have for preparation for the winter, if he can elaborate a little on that.

Superintendent Budesheim said he and Borough Clerk Casais met and interviewed over eight people and have selected two for hiring to help with the winter storms, with a prospective start date of December 9th; pending background checks, physicals and drug screens.

Scheduled Verbal Reports:

1. Public Works Department: Gregory Budesheim, Superintendent of Public Works

Written Reports Received:

1. Treasurer's Report for September 2024
2. Construction Official's Report for October 2024
3. Treasurer's Report for October 2024

Councilman Petrosky moved to approve the following written Reports of Departments; seconded by Councilman Robaina, five members present voting Aye and one absent, said motion was adopted.

ORDINANCES

ORDINANCES FOR FURTHER CONSIDERATION

ORDINANCE NO. 2789

AN ORDINANCE AMENDING CHAPTER 7, SECTION 39, SUBSECTION 2 OF THE CODE OF THE BOROUGH OF ROSELLE PARK, ENTITLED "HANDICAPPED PARKING

ON STREETS FOR PRIVATE RESIDENCES”

Councilman Petrosky made a motion to take Ordinance No. 2789 from the table for further consideration; seconded by Councilman Robaina.

Borough Clerk Casais said this is a motion to take it from the table. There is no debate on a motion to take it from the table. However, just to explain, if you vote yes, you are taking it from the table and will have to make a further consideration. If you vote no, it remains tabled.

Vote Record – Take Ordinance No. 2789 from the Table for Further Consideration					
		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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Signorello	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Borough Clerk Casais said the ordinance resumes consideration. As a reminder, you are acting under a motion to approve from the September Meeting. There was a motion to adopt, so you don't need another motion. The motion on the floor is to adopt.

Councilman Robaina said he did speak with the Association involved and the resident that has been affected, and they have come to a mutual resolution on this. New signage has been installed at the complex and the resident will have a parking space to be able to use. It will not be a designated space, but will have a selection of the eight or so that are available; ADA accessible.

Mayor Signorello said so now, this is no longer required.

Councilman Robaina said yes, that is correct.

Councilman Johnson asked Councilman Robaina, so everyone is satisfied with that and asked if new signage was put up.

Councilman Robaina said yes it was; as a matter of fact he received confirmation from the Association two days ago and the new signage has been installed.

Vote Record – Ordinance No. 2789					
		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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Signorello	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SECOND READING AND PUBLIC HEARING

Borough Clerk Casais read the following Ordinance by title:

ORDINANCE NO. 2795

AN ORDINANCE AMENDING CHAPTER 2, ARTICLE IV, SECTION 33 OF THE CODE

OF THE BOROUGH OF ROSELLE PARK, ENTITLED “BOARD OF HEALTH”

Councilman Petrosky moved to open the public hearing on Ordinance No. 2795; seconded by Councilman Robaina, five members present voting Aye and one absent, said motion was adopted.

There being no one wishing to speak, Councilman Petrosky moved to close the public hearing on Ordinance No. 2795; seconded by Councilman Robaina, five members present voting Aye and one absent, said motion was adopted.

Councilman Petrosky moved that Ordinance No. 2795 be adopted on second reading and advertised as prescribed by law; seconded by Councilman Robaina.

<input type="checkbox"/> Vote Record – Ordinance No. 2795		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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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. 2796

AN ORDINANCE FIXING THE SALARY RANGES OF CLERICAL GROUP EMPLOYEES OF THE BOROUGH OF ROSELLE PARK, IN THE COUNTY OF UNION, STATE OF NEW JERSEY, FOR THE YEARS 2025, 2026, 2027, 2028 AND 2029

WHEREAS, the governing body adopted Resolution No. 270-24 ratifying a Memorandum of Agreement dated November 8, 20124 between the Borough of Roselle Park and the Roselle Park Clerical Group regarding wages, hours of work and other terms and conditions of employment for the period of January 1, 2025 through December 31, 2029; and,

WHEREAS, the governing body wishes to adopt the forgoing Ordinance fixing the salary ranges of Roselle Park Clerical Group employees for the aforementioned contract term.

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. Classifications/Titles and Salary Ranges.

The following classifications governed by the Clerical Group Agreement with the Borough of Roselle Park shall be entitled to an annual salary or salary rate as hereinafter set forth opposite each respective classification:

<u>POSITION</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
<u>Police Department:</u>		
Clerk, Police Records/Senior	\$ 35,000.00	\$ 50,000.00
Clerk, Police Records/Junior	\$ 30,000.00	\$ 45,000.00
Clerk, Police Payroll	\$ 30,000.00	\$ 40,000.00

Borough Clerk's Department:

Clerk, Stenographer	\$ 30,000.00	\$ 40,000.00
Clerk, Clerk	\$ 30,000.00	\$ 50,000.00

Tax Collector/Finance Department:

Clerk, Purchasing	\$ 30,000.00	\$ 45,000.00
Bookkeeper	\$ 50,000.00	\$ 65,000.00
Clerk, Account/Senior	\$ 45,000.00	\$ 65,000.00
Clerk, Account/Finance	\$ 45,000.00	\$ 60,000.00

Construction/Code Department:

Code Enforcement Officer	\$ 30,000.00	\$ 45,000.00
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Public Works Department:

Clerk, DPW	\$ 30,000.00	\$ 40,000.00
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SECTION 2. Manner of Wage Payment

The salaries and wages fixed pursuant to the foregoing shall be payable in twenty-six (26) equal installments or in such installments as may hereinafter be determined by Resolution of the governing body. Said salaries shall be in lieu of all fees which may be collected by said officer or employee.

SECTION 3. Invalidity

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

SECTION 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 should be considered a deletion, and all bolded text should be considered an addition.

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, but no sooner than January 1, 2025.

Councilman Petrosky moved that Ordinance No. 2796 be adopted on first reading and advertised as prescribed by law for second reading and public hearing on December 5, 2024; seconded by Councilman Robaina.

<input type="checkbox"/> Vote Record – Ordinance No. 2796					
		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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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. 2797

AN ORDINANCE AMENDING CHAPTER 7, SECTION 39, SUBSECTION 2 OF THE
CODE OF THE BOROUGH OF ROSELLE PARK, ENTITLED “HANDICAPPED
PARKING ON STREETS FOR PRIVATE RESIDENCES”

BE IT ORDAINED by the Mayor and Council of the Borough of Roselle Park, County of Union and State of New Jersey that Chapter 7, Section 39, Subsection 2 of the Code of the Borough of Roselle Park be and hereby is amended as follows:

SECTION 1. Amendment to On-Street Handicapped Parking Spaces

7-39.2 Handicapped Parking on Streets for Private Residences

- a. Pursuant to the provisions of N.J.S.A. 39:4-197.6, the governing body may, by Ordinance, designate restrictive parking zones for persons who have a mobility disability as defined in paragraph b. of this subsection and who meet the other criteria set forth herein. These zones shall be established in front or near to the residence occupied by the handicapped person provided that such parking is not otherwise prohibited and does not interfere with the normal flow of traffic. A restrictive parking zone so designated shall be reserved for the exclusive use of the person and vehicle for whom such zone is established pursuant to this subsection. No other person shall be permitted to park in these zones.

The following on-street locations have been found to meet the procedural and review requirements of the forgoing subsection and are designated as handicapped parking spaces within the Borough of Roselle Park pursuant to N.J.S.A. 39:4-197.6:

License Plate / Placard Number	Name	Street Address	Location
1874188	Arizona Heskeyahu Acevedo	462 Colonial Road	462 Colonial Road
2242785	Carmine Granato	116 Hawthorne Street	116 Hawthorne Street
2207449	Maryann Mansueto	305 West Clay Avenue	305 West Clay Avenue
2575054	Melanie Canter	A43 Woodside Gardens	A43 Woodside Gardens
2731190	Margaret Silecchia	26C Colfax Manor	26C West Roselle Avenue
2795193	Sonia Carmargo	351 Seaton Avenue	351 Seaton Avenue

- b. *Requirements, Generally.* The General requirements for local consideration and approval of a restricted parking zone for handicapped parking pursuant to this subsection shall be as follows:
- i. The applicant shall be in possession of a valid windshield placard or wheelchair symbol license plates issued by the New Jersey Motor Vehicle Commission for a vehicle owned by the handicapped person, or by another occupant of the residence who is a member of the immediate family of the handicapped person.

- ii. A "mobility disability" is defined as a condition wherein a person has lost the use of one (1) or more lower limbs as a consequence of paralysis, amputation, or other permanent disability or who is permanently disabled so as to be unable to ambulate without the aid of an assisting device or whose ambulating is otherwise severely limited.
 - iii. Absent rare and truly extenuating circumstances as determined by the Governing Body, at the recommendation of the Chief of Police, or their designee, no restrictive parking zone will be established for a person who does not transport his or herself as permitted under this subsection unless documentation is provided showing that the nondisabled driver resides in the same household as the disabled person. Documentation must be provided to the Chief of Police, or their designee, detailing the extent of the disability. No restrictive parking zone under this section will be established unless the applicant's disability is such that it would preclude the disabled person from waiting on the sidewalk until a nondisabled driver arrives with the car. A person whose disability otherwise qualifies under this section and who is under the age of sixteen (16) years will be presumed to be unable to wait alone on the sidewalk.
 - iv. No restrictive parking zone may be established for any individual who has a functional driveway, garage, carport, or any other type of off-street parking within one hundred (100) feet of the perimeter of his or her residence.
 - v. In multi-family residences containing a driveway, carport or garage not owned by the disabled driver, but owned by a family member, it shall be presumed the disabled driver has access to such driveway, carport or garage and said status shall preclude the disabled driver from being granted a restrictive parking zone.
 - vi. Applicants must occupy their residence on a full-time basis.
 - vii. Only one (1) restrictive parking zone will be granted per household. Related parties living in separate units in a multi-family residence are to be considered as being part of one household for the purpose of this Ordinance.
 - viii. All restrictive parking zones shall be subject to annual reviews, and shall remain in effect until an improvement in an individual's physical condition rendering the restricted parking zone unnecessary, the death of the individual, or the revocation of a restricted parking zone for just cause as recommended to the Governing Body by the Chief of Police, or their designee.
- c. *Application Procedure.* The application procedure for a restricted parking zone for handicapped parking pursuant to this subsection shall be as follows:
- i. All applicants shall file a completed application on a form furnished by the Police Department and submitted to the Chief of Police, or the Chief's designee, for review.
 - ii. The application shall be accompanied by a medical evaluation form completed by a physician with a plenary license to practice medicine and surgery and shall include a certification by the physician that the applicant has a mobility disability as described in this subsection.
 - iii. The Police Chief, or the Chief's designee, shall verify the extent of the disability of the applicant or resident of the applicant's household by reviewing the physician's certification

submitted with the application and may request an independent evaluation that shall be conducted by the Borough's physician at the Borough's cost.

- iv. The Police Chief, or the Chief's designee, shall ascertain whether all the credentials of the applicant and the location of the proposed parking zone are consistent with applicable State statutes and Borough Codes.
 - v. The Police Chief, or the Chief's designee, shall ascertain whether or not the applicant or any member of the applicant's household, has a functional driveway, garage, carport, or any other type of off-street parking within one hundred (100) feet of the residence. If the applicant or member of the applicant's household has such parking available, the application shall be denied.
 - vi. Upon determining that the applicant meets all of the qualifications set forth in this subsection, the Chief of Police shall recommend to the Governing Body that the applicant be granted a restricted parking zone. The Governing Body may, by Ordinance, designate the location of the restricted parking zone.
 - vii. By July 1st of each year, application must be made for renewal of each restricted parking zone granted in accordance with this subsection. Renewal shall be made via written application on a form to be mailed to all individuals approved for a restricted parking zone by the Police Department no later than May 1st of each year. The application for renewal must be accompanied by a certification completed by the applicant's personal physician that the mobility disability of the applicant, or the qualifying household member, as previously outlined, still exists to the extent that such a restricted parking zone continues to be required. In addition, the applicant or qualifying household member may be required to be evaluated by Borough's physician. The Borough reserves the right to revoke, remove or rescind a restrictive parking zone if it is determined that an applicant's condition has improved to the extent that it renders the restricted parking zone unnecessary, or upon death of the applicant or for other just cause as recommended by the Chief of Police or their designee.
 - viii. Upon receipt of the application and physician certification for renewal in every second year, a personal visit to the applicant's household and parking site shall be made by the Chief of Police, or the Chief's designee, to verify that the findings required by this subsection still exist.
 - ix. The Chief of Police, or the Chief's designee, shall notify a new applicant of the decision to recommend the approval of a restricted parking zone pursuant to this subsection for action by the Governing Body, or of a decision to deny the applicant, within sixty (60) days of the initial receipt of the completed application by the Department. Notification of the renewal or denial of an existing zone shall be made by September 1st of each year. Any and all denials shall set forth the reasons for the negative decision(s).
- d. *Notifications Requirements.* All individuals approved for a restricted parking zone shall notify the Police Department within thirty (30) days of any change in the individual's name, address, telephone number, vehicle ownership, or of an improvement in the applicant's physical condition. Failure to do so will be deemed a violation of this subsection and may result in revocation of the zone. Members of the household or the executor/executrix for individuals who have an approved zone who have died shall be required to likewise notify Police

Department within thirty (30) days after the date of death. Failure to do so shall be considered a violation of this subsection.

- e. *Violations and Penalties.* In addition to the violations outlined in paragraph d. of this subsection, any deviations from this subsection or misuse of restricted parking zones shall be subject to enforcement actions and penalties whereas violators shall be liable for a penalty of not less than one-hundred dollars (\$100.00) nor more than five-hundred dollars (\$500.00) for a first offense and not less than five-hundred dollars (\$500.00) nor more than one-thousand (\$1,000.00) or imprisonment for a term not exceeding fifteen (15) days, or both, for each subsequent offense.

SECTION 2. Invalidation

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. Likewise, editing indications are structured such that all strikethrough text, ~~thusly~~, should be considered a deletion from existing Borough Code, and all bolded text, **thusly**, should be considered an addition to existing Borough Code.

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 Petrosky moved that Ordinance No. 2797 be adopted on first reading and advertised as prescribed by law for second reading and public hearing on December 5, 2024; seconded by Councilman Robaina.

<input type="checkbox"/> Vote Record – Ordinance No. 2797		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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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. 2798

AN ORDINANCE FIXING THE SALARIES OF SCHOOL CROSSING GUARDS ASSOCIATION EMPLOYEES OF THE BOROUGH OF ROSELLE PARK, IN THE COUNTY OF UNION, STATE OF NEW JERSEY, FOR THE YEARS 2025, 2026, 2027, 2028 AND 2029

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. Classifications/Titles and Rate of Pay

The following classifications governed by the School Crossing Guards Association Agreement with the Borough of Roselle Park shall be entitled to an annual salary or salary rate as hereinafter set forth opposite each respective classification:

<u>POSITION</u>	<u>DAILY RATE</u>				
	<u>1/1/2025</u>	<u>1/1/2026</u>	<u>1/1/2027</u>	<u>1/1/2028</u>	<u>1/1/2029</u>
School Crossing Guard or Alternate	\$ 75.75	\$ 78.78	\$ 81.93	\$85.21	\$87.76

SECTION 2. Manner of Wage Payment

The salaries and wages fixed pursuant to the foregoing shall be payable in twenty-six (26) equal installments or in such installments as may hereinafter be determined by Resolution of the governing body. Said salaries shall be in lieu of all fees which may be collected by said officer or employee.

SECTION 3. Invalidity

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

SECTION 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 should be considered a deletion, and all bolded text should be considered an addition.

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, but no sooner than January 1, 2025.

Borough Clerk Casais said the title is a copy and paste error. The underlining ordinance is correct, but the title will be clerically corrected to be Crossing Guards. He said he will administratively correct it. He said the title of the ordinance is correct; it's just his error.

Councilman Petrosky moved that Ordinance No. 2798 be adopted on first reading and advertised as prescribed by law for second reading and public hearing on December 5, 2024; seconded by Councilman Robaina.

<input type="checkbox"/> Vote Record – Ordinance No. 2798		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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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. 2799

AN ORDINANCE AMENDING CHAPTER 2, ARTICLE IV OF THE CODE OF THE
BOROUGH OF ROSELLE PARK ENTITLED "ADMINISTRATION; BOARDS,
COMMITTEES AND COMMISSIONS" ESTABLISHING A NEW SECTION 36 ENTITLED
"SHADE TREE COMMITTEE"

BE IT ORDAINED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that Chapter 2, Article IV of the Code of the Borough of Roselle Park be and hereby is amended as follows:

SECTION 1. Section Title

§ 2-36 **SHADE TREE COMMITTEE.** (~~RESERVED~~)

SECTION 2. Establishment of Committee

§ 2-36.1 **Established.**

There is hereby established in the Borough of Roselle Park, a Shade Tree Committee which shall be known and designated as the "Shade Tree Committee" of the Borough of Roselle Park. The Shade Tree Committee shall consist of five members. The Superintendent of Public Works and the Chairperson of the Environmental Commission shall hold two seats on the Committee by virtue of their positions. The remaining three members shall be residents of the Borough of Roselle Park appointed by the Mayor. No member of the Shade Tree Committee shall receive compensation for their services.

SECTION 3. Appointment Terms and Committee Organization

§ 2-36.2 **Terms and Organization.**

- a. **The terms of the three members of the Shade Tree Committee subject to appointment by the Mayor shall be one year running on a calendar year basis. Shade Tree Committee members shall be appointed at the annual reorganization meeting of the governing body. Initial terms shall commence January 1, 2025.**
- b. **In January of each year, the Shade Tree Committee shall meet for an organization meeting and, at a minimum, elect a Chairperson, Vice Chairperson, and establish a schedule of meetings.**

SECTION 4. Enumeration of Duties

§ 2-36.3 **Duties.**

The duties of the Shade Tree Committee shall be:

- a. **To exercise, subject to the provision of resources approved by the governing body, full and exclusive control over the regulation, planting, and care of shade and**

ornamental trees and shrubbery now or hereafter located or planted on any public property or right-of-way under the jurisdiction of the Borough.

- b. Regulate and control the use of the ground within the drip line of such trees, as may be necessary for their proper growth, care, and protection on any public property.
- c. Remove, trim, or require the removal or trimming of any tree, or part thereof, dangerous to the public safety, whether on public property or rights-of-way under the jurisdiction of the Borough, or private property.
- d. Recommend to the Mayor and Borough Council any and all Ordinances, Resolutions, or policies necessary or proper for carrying out the provisions of this Section.
- e. To encourage the planting of shade and ornamental trees and shrubbery throughout the Borough of Roselle Park on public and on private property and to assist the various public boards, bodies and agencies of the Borough in their efforts with regard to the encouragement of planting shade and ornamental trees and shrubbery.
- f. Hold regular meetings, maintain minutes of said meetings, and report, at least annually to the Mayor and Borough Council setting forth therein and detailing the activities and operations of the Shade Tree Committee during the preceding year.

SECTION 5. Funding

§ 2-36.4 Appropriation of Funds.

There may be appropriated in each annual budget of the Borough of Roselle Park such sum or sums as may be determined by the governing body to be necessary for the proper operation and functioning of the Shade Tree Committee. The Committee is authorized, subject to approval of the governing body, to use and expend such funds for such purposes upon the adoption of the annual budget. All payments for services rendered to the Shade Tree Committee shall be on standard Borough vouchers and shall be approved pursuant to codified internal control processes.

SECTION 6. Public Improvements

§ 2-36.5 Public Improvements Affecting Trees.

Prior to any work being done by any person, private entity, government entity, or utility, within the Borough of Roselle Park that may impact shade and ornamental trees or shrubbery by the laying of sidewalk, the construction or paving of any street, or any similar act, written notice shall be provided to the Shade Tree Committee. In all such cases, the Shade

Tree Committee shall reasonably cooperate with such person, board, body or official for the general public good.

SECTION 7. Reports

§ 2-36.6 Records and Annual Reports.

The Shade Tree Committee shall keep records of its meetings and activities and make an annual report to the Chief Administrative Officer by January 31st of each year.

SECTION 8. 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 9. Inconsistent Ordinances Repealed

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

SECTION 10. 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. Likewise, editing indications are structured such that all strikethrough text, ~~thusly~~, should be considered a deletion from existing Borough Code, and all bolded text, **thusly**, should be considered an addition to existing Borough Code.

SECTION 11. Effective Date.

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

Councilman Petrosky moved that Ordinance No. 2799 be adopted on first reading and advertised as prescribed by law for second reading and public hearing on December 5, 2024; seconded by Councilman Robaina.

Councilman Signorello said he would just like to say thank you. This was in effect years ago and he thinks this will help us all out.

Mayor Signorello said this is something he has been wanting to do since after COVID. Everyone has been wanting tree service and we are happy to trim trees, but we need to make sure there are a lot of good reasons to save trees. We get all these one hundred year storms, where we need the root to soak them up. We need a committee to look at this and be objective of the shape of the tree and it also helps our DPW keep up with it and to prioritize what's most important.

<input type="checkbox"/> Vote Record – Ordinance No. 2799					
		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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 Petrosky; seconded by Councilman Robaina, five members present voting Aye and one absent, said motion was adopted.

RESOLUTIONS

RESOLUTION NO. 270-24

APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE BOROUGH OF ROSELLE PARK AND THE ROSELLE PARK CLERICAL GROUP FOR THE PERIOD JANUARY 1, 2025 THROUGH DECEMBER 31, 2029

WHEREAS, the Borough of Roselle Park and the Roselle Park Clerical Group (hereinafter referred to as the "Union") have been engaged in negotiations for the 2025 through 2029 contract years; and,

WHEREAS, a Memorandum of Agreement was executed by representatives of the Borough of Roselle Park and Union on November 8, 2024 regarding wages, hours of work and other terms and conditions of employment; and,

WHEREAS, said Memorandum of Agreement was ratified by the general membership of the Union.

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 collective bargaining agreement between the Borough of Roselle Park and the Union is hereby approved and authorized for the period of January 1, 2025 through December 31, 2029 as stated in the November 8, 2024 Memorandum of Agreement on file with the Office of the Borough Clerk; and,

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are authorized to execute a final collective bargaining agreement contract document effectuating the terms of the November 8, 2024 Memorandum of Agreement on behalf of the Borough of Roselle Park.

RESOLUTION NO. 271-24

SETTING THE SALARIES OF CLERICAL GROUP EMPLOYEES OF THE BOROUGH OF ROSELLE PARK FOR YEARS 2025, 2026, 2027, 2028 AND 2029

WHEREAS, the governing body adopted Resolution No. 270-24 ratifying a Memorandum of Agreement dated November 8, 2024 between the Borough of Roselle Park and the Roselle Park Clerical Group regarding wages, hours of work and other terms and conditions of employment for the period of January 1, 2025 through December 31, 2029; and,

WHEREAS, the governing body is considering Ordinance No. 2596 fixing the salary ranges of Clerical Group Employees of the Borough for the period of January 1, 2025 through December 31, 2029; and,

WHEREAS, as a matter of administration, the governing body wishes to now fix the specific salaries of Clerical Group Employees for years 2025, 2026, 2027, 2028 and 2029.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that, pursuant to the provisions of Ordinance No. 2596, the annual 2025, 2026, 2027, 2028 and 2029 salaries of the Roselle Park Clerical Group employees hereinafter named by classification or qualifier be established, fixed, and otherwise set forth effective January 1, 2025:

Classification	+3.00% Effective 1/1/2025	+3.00% Effective 1/1/2026	+3.00% Effective 1/1/2027	+3.00% Effective 1/1/2028	+3.00% Effective 1/1/2029
POLICE DEPARTMENT CLERICAL					
Clerk, Police Records/Senior	\$ 41,956	\$ 43,215	\$ 44,511	\$ 45,846	\$ 47,222
Clerk, Police Records/Junior	\$ 37,830	\$ 38,965	\$ 40,134	\$ 41,338	\$ 42,578
Clerk, Police Payroll	Not Filled	Not Filled	Not Filled	Not Filled	Not Filled
CLERK'S OFFICE CLERICAL					
Clerk, Stenographer	Not Filled	Not Filled	Not Filled	Not Filled	Not Filled
Clerk, Clerk	Not Filled	Not Filled	Not Filled	Not Filled	Not Filled
FINANCE DEPARTMENT CLERICAL					
Clerk, Purchasing	Not Filled	Not Filled	Not Filled	Not Filled	Not Filled
Bookkeeper	Not Filled	Not Filled	Not Filled	Not Filled	Not Filled
Clerk Account/Senior	Not Filled	Not Filled	Not Filled	Not Filled	Not Filled
Clerk Account/Finance	\$ 50,306	\$ 51,815	\$ 53,370	\$ 54,971	\$ 56,620
CODE ENFORCEMENT DEPARTMENT CLERICAL					
Code Enforcement Officer	Not Filled	Not Filled	Not Filled	Not Filled	Not Filled
PUBLIC WORKS DEPARTMENT CLERICAL					
Clerk, DPW	\$ 33,884	\$ 34,900	\$ 35,947	\$ 37,026	\$ 38,137

RESOLUTION NO. 272-24

AUTHORIZING THE ROSELLE PARK POLICE DEPARTMENT TO COVER PARKING
METERS FOR THE 2024 HOLIDAY SEASON

BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that the Roselle Park Police Department be and is hereby authorized and directed to cover Borough of Roselle Park parking meters in order to offer free parking for the holiday season from Monday, December 2, 2024 through Saturday, January 4, 2025.

RESOLUTION NO. 276-24

MEMORIALIZING THE PASSING OF ELECTRICAL INSPECTOR
ROBERT DELAROSA, SR.

BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey hereby memorialize and acknowledge the passing of Electrical Inspector Robert DelaRosa, Sr. on November 9, 2024; and,

BE IT FURTHER RESOLVED that the applicable personnel of the Finance Department are authorized and directed to remove Robert DelaRosa, Sr. from all functions of municipal payroll effective November 9, 2024.

RESOLUTION NO. 277-24

ACCEPTING THE RESIGNATION OF TODD LITERATE FROM
THE POSITION OF FIRE PREVENTION INSPECTOR

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 Todd Literate from the position of Fire Prevention Inspector effective October 31, 2024.

RESOLUTION NO. 278-24

APPOINTING MICHAEL MARTINEZ
AS A MEMBER OF 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 appoint Michael Martinez of 333 Sheridan Avenue, Roselle Park, New Jersey 07204, as a member of the Roselle Park Fire Department, effective immediately, to be assigned to the Lorraine Fire Co., Station No. 1.

RESOLUTION NO. 279-24

APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE
BOROUGH OF ROSELLE PARK AND THE SCHOOL CROSSING GUARDS
ASSOCIATION OF THE BOROUGH OF ROSELLE PARK FOR THE PERIOD
JANUARY 1, 2025 THROUGH DECEMBER 31, 2029

WHEREAS, the Borough of Roselle Park and the School Crossing Guards Association of the Borough of Roselle Park (hereinafter referred to as the “School Crossing Guards”) have been engaged in negotiations for the 2025 through 2029 contract years; and,

WHEREAS, a Memorandum of Agreement was executed by representatives of the Borough of Roselle Park and School Crossing Guards on October 22, 2024 regarding wages, hours of work and other terms and conditions of employment; and,

WHEREAS, said Memorandum of Agreement was ratified by the general membership of the School Crossing Guards.

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 collective bargaining agreement between the Borough of Roselle Park and the School Crossing Guards is hereby approved and authorized for the period of January 1, 2025 through December 31, 2029 as stated in the October 22, 2024 Memorandum of Agreement on file with the Office of the Borough Clerk; and,

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are authorized to execute a final collective bargaining agreement contract document effectuating the terms of the October 22, 2024 Memorandum of Agreement on behalf of the Borough of Roselle Park.

RESOLUTION NO. 280-24

MEMORIALIZING THE AUTOMATIC CONTRACT RENEWAL WITH ACTION
DATA SERVICES FOR THIRD-PARTY PAYROLL SERVICES FOR CALENDAR
YEAR 2025

WHEREAS, the Borough of Roselle Park (hereinafter, the “Borough”) has a need for third-party payroll services as permitted by *N.J.A.C. 5:30-17.1 et seq.*; and,

WHEREAS, the Local Public Contracts Law, *N.J.S.A. 40A:11-1, et seq.*, authorizes and generally permits public contracting units to contract for services or materials without public advertising for bids if the cost of such services or materials is less than the unit’s bid threshold; and,

WHEREAS, the Borough is a contracting unit with a bid threshold of \$44,000.00; and,

WHEREAS, in 2022 the Borough solicited proposals for third-party payroll services, and, based on the information available, the Borough was satisfied that Action Data Services submitted the lowest cost proposal, and that the amount to be charged was fair and reasonable under the circumstances, and the Borough was satisfied as to the qualifications of Action Data Services to undertake third-party payroll services; and,

WHEREAS, the Borough entered into a contract with Action Data Services for third-party payroll services for calendar years 2023 and 2024, with a provision for a one (1) year automatic renewal through December 31, 2025; and,

WHEREAS, the costs associated with third-party payroll services was and is not expected to exceed the aforementioned bid threshold pursuant to the proposal submitted by Action Data Services; and,

WHEREAS, the Borough desires to memorialize the automatic contract renewal with Action Data Services for third-party payroll services for calendar year 2025.

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 automatic renewal of a contract for third-party payroll services with Action Data Services of 17 Sherwood Lane, Fairfield, New Jersey 07004 be and hereby is memorialized for an additional one (1) year term extending January 1, 2025 through December 31, 2025; and,

BE IT FURTHER RESOLVED that this contract is awarded pursuant to, and shall comply with, all requirements of *N.J.A.C. 5:30-17.1 et seq.*

RESOLUTION NO. 281-24

AUTHORIZING INVOICES CHARGED PURSUANT TO THE PROFESSIONAL SERVICES CONTRACTS AUTHORIZED BY RESOLUTIONS NO. 294-23 AND NO. 295-23 BE PROCESSED AND PAID PRIOR TO THE ESTABLISHMENT OF A DEVELOPER'S ESCROW

WHEREAS, Mayor and Council adopted Resolution No. 294-23 entitled, "Awarding a Professional Services Contract to Consulting & Municipal Engineers (CME Associates) for the Preparation of a Redevelopment Plan for Block 606, Lots 25, 26, 27, 28, 29, 30, 31, 32, 36.01 and 38 of the Municipal Tax Map Commonly Known as 112 Locust Street, 101 West Westfield Avenue, 105 West Westfield Avenue, 111 West Westfield Avenue, 115 West Westfield Avenue, 121 West Westfield Avenue, 129 West Westfield Avenue, 133 West Westfield Avenue, 147 West Westfield Avenue, and 159 West Westfield Avenue, Along with All Streets and Rights of Way Appurtenant Thereto in an Amount Not to Exceed \$18,951.50," at the governing body's Regular Meeting of October 19, 2023; and,

WHEREAS, Mayor and Council adopted Resolution No. 295-23 entitled, "Awarding a Professional Services Contract to McManimon, Scotland & Baumann, LLC for Redevelopment Counsel Services Associated with Block 606, Lots 25, 26, 27, 28, 29, 30, 31, 32, 36.01 and 38 of the Municipal Tax Map Commonly Known as 112 Locust Street, 101 West Westfield Avenue, 105 West Westfield Avenue, 111 West Westfield Avenue, 115 West Westfield Avenue, 121 West Westfield Avenue, 129 West Westfield Avenue, 133 West Westfield Avenue, 147 West Westfield Avenue, and 159 West Westfield Avenue, Along with All Streets and Rights of Way Appurtenant Thereto in an Amount Not to Exceed \$25,000.00; and,

WHEREAS, both Resolutions stipulate, in part, the that, "...all invoices issued and received pursuant to this Resolution shall be charged to a Developers escrow when and if established..." and,

WHEREAS, the purpose of the aforementioned stipulation was to provide the Borough with the greatest level of financial flexibility while pursuing the underlying redevelopment area with its contracted professionals; and,

WHEREAS, given the amount of time that has elapsed, and the complexity of the underlying redevelopment area, tracking of invoices for the Borough's accounts payable function has presented a hardship for the operation of the Borough's Finance Department; and,

WHEREAS, the Mayor and Council agree that it is prudent to authorize payment of invoices issued and received pursuant to Resolutions No. 294-23 and No. 295-23 prior to the establishment of a developer's escrow.

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 Finance Department by and hereby is directed to

process and otherwise pay invoices for professional services authorized by Resolutions No. 294-23 and No. 295-23.

RESOLUTION NO. 282-24

EXPRESSING SUPPORT FOR S2511/A4051, THE “HUMANE PET STORE BILL”

WHEREAS, the sale of dogs, cats and rabbits are currently allowed in pet shops; and,
WHEREAS, S2511/A4051 addresses the puppy mill-to-per store pipeline; and,
WHEREAS, S2511/A4051 is supported by animal welfare organization, veterinarians, humane pet stores, cities and counties across the state; and,

WHEREAS, the bill aims to protect animals from commercial breeding mills and prevent New Jersey from becoming a haven for unscrupulous breeders; and,

WHEREAS, a bill would also protect consumers from misleading sales tactics, sick puppies, disease outbreaks and predatory puppy loans.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey hereby formally expresses its collective support for the swift passage of S2511/A4051; and,

BE IT FURTHER RESOLVED that a copy of this Resolution shall be forwarded to Governor Philip D. Murphy, Senator Nicholas P. Scutari, Assemblywoman Linda S. Carter, Assemblyman James J. Kennedy, and the New Jersey State League of Municipalities

RESOLUTION NO. 283-24

ACCEPTING THE RESIGNATION OF LELAND GRIFFIN FROM THE POSITION
OF ADULT COUNSELOR WITHOUT A TEACHING CERTIFICATE

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 Leland Griffin from the position of Adult Counselor without a Teaching Certificate effective November 13, 2024.

RESOLUTION NO. 284-24

ESTABLISHING RATES FOR VOUCHERED ROLES
WITHIN THE RECREATION DEPARTMENT

BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey hereby adopts the foregoing schedule of rates for voucherred roles within the Recreation Department:

<u>Role</u>	<u>Rate</u>
Basketball Assigner	\$500.00 per season
Basketball Coach	Hourly Rate Applicable for Employees
Basketball Referee	\$50.00 per game
Basketball Scheduler	\$500.00 per season
Cheer Coach	Hourly Rate Applicable for Employees
CPR/AED Instructor	\$50.00 per person
Fitness Coach	Hourly Rate Applicable for Employees
Flag Football Coach	Hourly Rate Applicable for Employees
Football Referee	\$50.00 per game
Powder Puff Coach	Hourly Rate Applicable for Employees

RP PAC Instructor	Hourly Rate Applicable for Employees
Sports Camp Instructors & Coaches	Hourly Rate Applicable for Employees
Sports Clinic Instructor	\$150.00 per clinic
Volleyball Coach	Hourly Rate Applicable for Employees
Wrestling Assigner	\$500.00 per season
Wrestling Coach	Hourly Rate Applicable for Employees
Wrestling Official	\$75.00 per match
Wrestling Scheduler	\$500.00 per season

RESOLUTION NO. 285-24

APPOINTING KAZIM SMITH TO THE POSITION OF
CLASS I LABORER

WHEREAS, there exists a need for one or more Class I Laborers within the Roselle Park Department of Public Works; and,

WHEREAS, the Superintendent of Public Works has recommended Kazim Smtih for appointment to the position of Class I Laborer; and,

WHEREAS, the Mayor and Council wish to act upon the recommendation of the Superintendent of Public Works and fill said position.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey hereby appoint Kazim Smith of 423 East Grand Avenue, Rahway, New Jersey 07065 to the position of Class I Laborer effective December 9, 2024 at the salary of \$53,757.65 per annum.

The following Resolution was offered by Councilman Petrosky; seconded by Councilman Robaina.

RESOLUTION NO. 273-24

INTRODUCING AMENDMENTS TO THE BY-LAWS OF MAYOR AND COUNCIL

WHEREAS, Section 2-1.2 of the Code of the Borough of Roselle Park entitled, "Rules of Council," stipulates:

"The Council shall, by Resolution, adopt rules of procedure, which may be referred to as 'Bylaws,' not inconsistent with this chapter. The rules shall provide for standing committees of the Council."

WHEREAS, the Governing Body has, pursuant to Borough Code, adopted By-Laws, the last revision to which was made on March 5, 2020; and,

WHEREAS, the Governing Body, wishes to amend its By-Laws pursuant to the procedure set forth in Article V of said By-Laws.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that certain amendments to the By-Laws of Mayor and Council, as reflected in Exhibit A, attached hereto and considered a part hereof, be introduced; and,

BE IT FURTHER RESOLVED that, in reference to Exhibit A, all strikethrough text, ~~thusly~~, should be understood as a deletion from the By-Laws, and all bold underlined text, **thusly**, should be considered an addition to the By-Laws; and,

BE IT FURTHER RESOLVED that the Borough Clerk is hereby directed to add a Resolution effectuating adoption of the proposed amendments at the next Regular Meeting of Mayor and Council.



BOROUGH OF ROSELLE PARK BY-LAWS OF MAYOR AND COUNCIL

ARTICLE I	MEETINGS
ARTICLE II	RULES OF PROCEDURE
ARTICLE III	BOROUGH CLERK
ARTICLE IV	COMMITTEES
ARTICLE V	AMENDMENT TO BY-LAWS

Formatted: French (France)

~~Revised March 5, 2020~~
~~Resolution No. 93-20~~

Roselle Park is governed by a Mayor and Council form of government.

BY-LAWS

ARTICLE I
MEETINGS

The Annual Reorganization Meeting of the Governing Body is held on January 1st at twelve o'clock noon, or during the first seven days of January in any year.

Section 1. All regular meetings of the Council of the Borough of Roselle Park, shall be held in accordance with the provisions of Chapter 231, P.L. 1975, known as THE OPEN PUBLIC MEETING ACT. Unless otherwise advertised, the regular meeting of Council shall be held at the Council Chambers on the FIRST and THIRD Thursday of each month at 7:00 p.m. Special meetings may be called as provided by law. Regular meetings of Mayor and Council shall conclude by 10:00 p.m. unless continued by a majority vote of Council.

Section 2. When any special meeting is called it shall be the duty of the Clerk to notify all members of the Council thereof, in writing, at least two days in advance of the time fixed for holding same.

Section 3. A quorum shall be as provided by law, to wit: Three (3) Councilmembers and the Mayor, or four (4) Councilmembers in the Mayor's absence. No business shall be transacted at any meeting in the absence of a quorum.

Section 4. Except at the Annual Reorganization Meeting, the order of business shall be as follows:

Regular Meeting:

1. Roll Call;
2. Moment of Silence/Prayer;
3. Pledge of Allegiance;
4. Communications;
5. Approval of Minutes;
6. Payment of Bills;
7. Public Portion (Agenda Items Only 5 Minute limit)
8. Reports of Departments (3 Minute limit, extension of time may be granted by Chair);
9. Passage of Ordinances;
10. Consent Agenda for Resolutions;
11. Council/Committee Reports (7 Minute limit, extension of time may be granted by Chair);
12. Mayor's Report and Appointments (7 Minute limit);
13. Public Portion (On Any Subject 4 Minute limit);
14. Executive (Closed) Session, only if appropriate; and,
15. Adjournment

Section 5. The consent agenda shall include all resolutions, which have the unanimous support of the Mayor and Council and a vote to approve the consent agenda shall be deemed to be a vote approving all of the resolutions and matters contained therein. Any member of Council may, if they so choose prior to the adoption of the consent agenda, request that an item contained therein be deleted for independent consideration. Under such a circumstance, the requested item shall be deleted from the consent agenda and shall be voted upon separately after adoption of the consent agenda.

Section 6. Resolutions offered shall be in writing, a copy of which shall be given to the Mayor and each Councilmember prior to its introduction. Members of Council shall be seated at the Council dais for Council meetings as designated by the Mayor.

Section 7. The meetings of the Council shall be governed by these by-laws but where the by-laws are silent, the meetings of the Council shall be governed by Robert's Rules of Order.

Section 8. Absence from meetings policy shall be:

Whenever the Mayor or a member of the Governing Body fails to attend and participate in any meeting of the Governing Body for a period of eight (8) consecutive weeks, unless excused from attendance by a majority of the members of the Governing Body, at the conclusion of such period, the office of said member shall be deemed vacant. (N.J.S.A. 40a:16-3)

Section 9. The deadline for submission of agenda items to the Borough Clerk and Mayor shall be the close of Borough business on the ~~Monday-Thursday~~ immediately prior to a Regular Meeting held pursuant of Section 1 of this Article. **If the Borough is scheduled to be closed on Thursday, the deadline for submission of agenda items shall be adjusted to the last business day prior to Friday's closing.**

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Two general exemptions shall exist to this deadline as follows: (1) Matters and items which affect the health, safety, and welfare of the public-at-large; and, (2) Matters affecting the financial operation of Borough.

Section 10. Meeting agenda, inclusive of all agenda items, shall be disseminated to the Governing Body by the Borough Clerk on the Friday immediately prior to a Regular Meeting held pursuant to Section 1 of this Article. If the Borough is scheduled to be closed on Friday, the meeting agenda, inclusive of all agenda items, shall be distributed to the Governing Body by the Borough Clerk on the last business day prior to Friday's closing.

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ARTICLE II RULES OF PROCEDURE

Section 1. For the purpose of this section, the "Chair" shall be defined as the Mayor, or in his absence the Council President. The Chair shall preside, maintain order and decorum at all meetings, and shall use the guidelines established in these by-laws when ruling on a points of order. The Chair shall decide all questions of parliamentary procedure, subject to an appeal by Council. Rules of Procedure are governed by these by-laws. Where the by-laws are silent, the

Rules of Procedure are governed by Robert's Rules of Order. The question on appeal shall be put to vote by the President of Council. In the event of the President not being present, or if the President shall be the Chair, then the question shall be put by the Borough Clerk in the following form: "Shall the decision stand as a decision of the Council?" A decision to stand as a decision of Council shall require two-thirds (2/3) vote of Council as a while to overrule the decision made by the Chair.

Section 2. All matters requiring consideration by a committee shall, upon introduction, be referred by the Mayor to the appropriate committee subject to the right of Council to make any other reference or disposition of the same, which they deem best.

Section 3. Roll call of members of the Council shall be according to seniority of service; that is, the member of Council serving the longest number of consecutive years on the Council shall be called first, then to be followed by those members serving next in number of years. If members on the Council have served the same number of years, the call shall be in alphabetical order. Although it is the duty of every member who has an opinion on a question to express it by his vote, he can abstain or recuse, since he cannot be compelled to vote. No member of Council shall be required by any person to explain or justify a particular position or vote. Once the call of roll is ordered, no member of Council shall discuss or explain their vote until the conclusion of voting on that item.

Section 4. There will be two (2) public portions consisting of five (5) minutes for the first public portion and three four (4) for the second public portion. Any response made by the Governing Body shall be included in the speaker's five (5) minute and four (4) minute allotted time period. All statements, comments, questions and/or dialogue from a speaker shall be directed to the Chair.

A member of the Public may only speak once at each of the public portions. The initial public portion will be limited to agenda items only. During the second public portion, the public will be able to speak on any topic.

Section 5. A member of public shall be called to order and given a warning for certain actions, including but not limited to: speaking without first being recognized, vulgarity or obscenity, hostile gestures or threatening or intimidating language, interruptions other than calls to order, or other violations as the Chair deems appropriate. After receiving a warning, the member of the public will be subject to removal by the Chair for any subsequent violations.

Section 6. Whenever the President of Council is called upon to preside at an official meeting of the Governing Body, the President shall be entitled to retain the right to vote as a member of Council on all issues brought before the Governing Body at the time the President of Council is so presiding.

Section 7. A Council member may be called to order for conduct violative of the Rules of Procedure. A Council member called to order shall immediately cease speaking, unless the Chair permits the member to explain their actions. The decision of the Chair shall be final, subject to an appeal by Council requiring 2/3 vote to veto the Chair's decision. A member of Council shall be

called to order for certain actions, including but not limited to: interruptions other than calls to order, calls to order made in bad faith or lacking merit, discussion of any issue beyond the scope of the question under consideration, discussion not germane to the question under consideration, discussion primarily intended to cause undue delay, or other violations as the Chair deems appropriate.

Section 8. Every member of the Council shall address all statements, motions, and comments to the Chair. The member of Council, upon addressing the statement, motion, or comment to the Chair, shall await recognition before speaking. Upon recognition, the speaking member of Council shall confine themselves to the issue under consideration addressed by the statement, motion, or comment.

Section 9. No member of Council shall speak a second time on the same question until every other member of Council desiring to speak shall have spoken at least once.

Section 10. No member of Council shall retire from the Council chamber while the Council is in session without the permission of the Chair.

Section 11. The Governing Body's use of electronic communication devices during Borough Meetings may lead to the public's perception that a member of the Governing Body is not paying attention to the subject matter at hand and/or that such member is receiving information relative to the subject matter at hand that other Councilmembers and members of the public are not receiving, either of which does not further good government and transparency. Therefore, the Governing Body's use of electronic communication devices, other than for the purpose of accessing agenda materials and/or personal notes that are on a Councilmember's tablet, cell phone, or laptop computer, is prohibited during Borough Meetings.

Notwithstanding the foregoing, the Governing Body may, in each member's own sole discretion, use electronic communication devices for limited personal use such as, family or professional emergencies and/or other pressing personal issues.

ARTICLE III BOROUGH CLERK

Section 1. In addition to the duties imposed by law, the Borough Clerk shall record a summary of the proceedings of the Council, furnishing to the Mayor, each Councilmember and the Borough Attorney, a copy of the minutes of each regular and special session. The pages of these minutes shall be consecutively numbered commencing with the report of the first meeting and ending with the last meeting of the calendar year. One copy of all such minutes shall be retained by the Clerk as of the official record of the Mayor and Council, and at the end of the calendar year, shall be permanently bound and retained with the Borough records. The Borough Clerk shall also keep an Ordinance Book containing a signed copy of all ordinances, an appointment book containing a record of all appointments to office, the term to which each is appointed, and his or her salary, if any. The Clerk shall make a monthly report in such form as the Council may decide.

Section 2. The Borough Clerk shall have custody of the Official Seal of the Borough.

ARTICLE IV
COMMITTEES

Section 1. In addition to such special committees as the Mayor shall from time to time create and appoint, there shall be four standing committees, each to consist of Sub-Committees, the Chairperson of each to be appointed by the Mayor. Each Sub-Committee Chairperson shall submit such reports of their committee to the Mayor as the Mayor shall from time to time request or require. Each Sub-Committee chairperson shall limit their respective report to three (3) minutes. Whenever a major decision, as determined by the Mayor, is needed to be made by a particular chairperson, it shall be brought up to the other members of the same standing committee, and a standing committee decision and recommendation shall be made to Mayor and Council. In any case, the Mayor shall serve as an ex-officio member of all committees and shall make amendments concerning policy, as he/she shall deem necessary. Reports of the committee chairman shall be made at each meeting of Council under committee reports. Each committee chairman shall receive notice of meeting dates of each standing committee.

Section 2. It shall be a requirement that each member of the Council serve as a member of at least one (1) of the governing body's standing committees and serve as a liaison to at least one (1) of the various committees or entities established by the Borough.

Section 3. The standing committees of the Council and such special committees as may from time to time be created by the Mayor, shall be appointed as set forth in Section 1 of Article IV as follows:

STANDING COMMITTEES

When a committee member is absent, the Mayor may appoint a temporary committee member to serve as needed.

PUBLIC SAFETY

A Chairperson selected from one of the Sub-Committees will be named by the Mayor to oversee the Public Safety Committee. It is the responsibility of the Public Safety Chairperson to report on Public Safety Meetings to the Mayor and Council.

The Public Safety Standing Committee shall consist of three Sub-Committee Chairpersons who will address issues concerning the safety of the Borough and its residents. The Public Safety Chairperson shall be responsible for scheduling, conducting and, when necessary, canceling meetings of the Public Safety Committee. The Public Safety Committee shall be comprised of a Sub-Committee Chairperson for Police, Fire, and First Aid as stated herein:

Police Committee:

The Chair of the Police Committee will report and make recommendations to the Mayor and Council with regard to all police activity as set by Ordinance and law. This activity will include, but not exclusively, personnel, sick time, overtime, crime and other

types of violations, grievances, litigation, equipment, and any other activity pertaining to the department. With this position, all activity pertaining to Emergency Management, Special Police, Crossing Guards, Auxiliary Police, and Municipal Court will be under the oversight function of the Police Chair.

Fire Committee:

The Chair of the Fire Committee will report and make recommendations to the Mayor and Council with regard to all fire safety activity. This activity will include, but not exclusively, personnel (including volunteers), equipment, litigation, and any other activity pertaining to the department. With this position, all activity pertaining to Fire Prevention will be under the oversight function of the Fire Chair.

First Aid Committee:

The Chair of the First Aid Committee will report and make recommendations to the Mayor and Council with regard to all first aid activity. This activity will include, but not exclusively, personnel (including volunteers), equipment, grievances, violations and any other activity pertaining to the department.

MUNICIPAL SERVICES

A Chairperson selected from one of the Sub-Committees will be named by the Mayor to oversee the Municipal Services Committee. It is the responsibility of the Municipal Services Chairperson to report on Municipal Services Meetings to the Mayor and Council.

The Municipal Services Standing Committee shall consist of three Sub-Committee Chairpersons of DPW, Construction and Transportation, and Code Enforcement and shall address issues concerning Public Works and Engineering for the betterment of the Borough and its residents as stated herein:

DPW Committee:

The Chair of the DPW Committee will report and make recommendations to the Mayor and Council with regard to all department activity. This activity will include, but not exclusively, personnel, sick time, overtime, grievances, and any other activity pertaining to the department.

Construction and Transportation Committee:

The Chair of Construction and Transportation Committee will report and make recommendations to the Mayor and Council with regard to all construction and engineering activity. This activity will include, but not exclusively, personnel, sick time, construction permits and any type of violations with respect to the construction code, all activity pertaining to construction of the Borough Infrastructure, i.e. streets, sidewalks, sewers, buildings, etc. and any other activity within the Construction and Engineering Department.

Code Enforcement:

The Chair of Code Enforcement Committee shall oversee residential property maintenance, multi-family unit enforcement, general Code compliance and amendments, and issues concerning the upkeep of all property in the Borough.

FINANCE AND ADMINISTRATION

A Chairperson selected from one of the Sub-Committees will be named by the Mayor to oversee the Finance and Administration Committee. It is the responsibility of the Finance and Administration Chairperson to report on Finance and Administration Meetings to the Mayor and Council.

The Finance and Administration Standing Committee shall consist of three Sub-Committee Chairpersons of Municipal Budget and Finance, Public Buildings and Facilities and Commerce and shall address issues concerning Finance and Administration as stated herein:

Municipal Budget and Finance Committee:

The Chair of the Municipal Budget and Finance Committee will report and make recommendations to the Mayor and Council with regard to the municipal budget. The Chair will also report to Mayor and Council on activity within the Finance Department and Tax Assessor's Office (i.e. personnel, sick time, etc.) All claims and bills against the Borough shall be referred to this committee. In addition, said Chair will set policy as to the dollar amount required to approve purchase orders with the advice and consent of the Mayor. In addition, it will be the responsibility of the Municipal Budget Chair to assist in the preparation of the Borough's Annual Municipal Budget. The Chair will report and make recommendations to the Mayor and Council with regard to grants available to the Borough of Roselle Park.

Public Buildings and Facilities Committee:

The Chair of the Public Buildings and Facilities Committee will report and make recommendations to the Mayor and Council with regard to all public buildings and facilities owned by the Borough and the buildings and grounds budget.

Commerce Committee:

The Chair of the Commerce Committee shall address concerns or questions from within the business community and forward them to the overall Committee for discussion.

PUBLIC SERVICES AND ADMINISTRATION COMMITTEE

A Chairperson selected from one of the Sub-Committees will be named by the Mayor to oversee the Public Services and Administration Committee. It is the responsibility of the Public Services and Administration Committee Chairperson to report on Public Services and Administration Committee Meetings to the Mayor and Council.

The Public Services and Administration Standing Committee shall consist of three Sub-Committee Chairpersons of Technology, Human Resources and Legislative and shall address issues concerning Public Services and Administration as stated herein:

Technology Committee:

The Chair of the Technology Committee shall investigate the need for and implement improved technology through the Borough.

Human Resources Committee:

The Chair of the Human Resources Committee will report and make recommendations to the Mayor and Council with regard to human resources and personnel issues. The responsibility of the Chair shall include, but not limited to a review of past and present personnel issues, identifying existing personnel policies adopted by the Borough, as well as training and education of personnel. The Chair shall make recommendations to improve the effectiveness of management and thereby improve the deliveries of services to the public.

Legislative Committee:

The Chair of the Legislative Committee will report and make recommendations to the Mayor and Council with regard to the effect of pending or existing legislation introduced or enacted by county, state and federal level government on the municipality. The intent of the Legislative Committee is to review legislation on the merits of its impact to the Borough's finances (i.e. taxes, municipal budget, grants) and overall public safety.

ARTICLE V
AMENDMENT TO BY-LAWS

These By-Laws may be amended provided the amendment be proposed at a regular meeting and considered and adopted by a majority of members of Council at the next succeeding regular meeting, the Mayor to cast the deciding vote in cases of a tie-vote; but any one of these By-Laws may be suspended temporarily with the concurrence of four members of the Council, or with the concurrence of three members, in case of a tie, with the Mayor casting the affirmative vote to suspend same.

March 5, 2020

#

Attach Exhibit A

Mayor Signorello said he thought this was already our policy and he agrees with the change. He just has one small suggestion. If we are going to do it, he would suggest, to keep Borough Clerk Casais’ sanity, we lock it down Thursday instead of Friday. If it’s Friday at the end of the day and someone wants something on late in the day, it’s a little unfair.

Councilman Johnson said he is alright with the Thursday. The purpose of this is to give the Governing Body a little bit more heads up on some agenda items that we don’t know about.

Mayor Signorello said he honestly thought this was already the policy and he fully agrees with this.

Borough Clerk Casais said he would be very appreciative; it gives the Clerk’s Office a full day if something does come in right on the wire. Personally, for whatever it’s worth, he likes the idea of the agenda going out on the Friday before. It gives the Governing Body a little bit more time and the weekend to look at it, as well as the public. He likes it. He recommends the change, if the Governing Body is amendable, to change the deadline for the close of business on the Thursday prior. So basically, for the way our meeting cadence is, it’s the week before the meeting.

Councilman Johnson made a motion to amend Resolution No. 273-24 to reflect the deadline for the close of business on the Thursday prior to the meeting; seconded by Councilman Robaina.

<input type="checkbox"/> Vote Record – Amend Resolution No. 273-24 to Reflect the Deadline for the Close of Business on the Thursday Prior to the Meeting					
		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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Signorello	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Councilman Petrosky made a motion to adopt Resolution No. 273-24 as amended; seconded by Councilman Robaina.

<input type="checkbox"/> Vote Record – Ordinance No. 2799 as Amended					
		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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Signorello	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Borough Clerk Casais said there will be another resolution on the next meeting amendments to by-laws pursuant to the by-laws, and will have two readings. So this will not immediately go into effect. He will administratively try to put that into effect because he gets the

sense of the Governing Body, but it won't be formally a policy until it is adopted at the December 5th meeting

The following Resolution was offered by Councilman Petrosky; seconded by Councilman Robaina.

RESOLUTION NO. 274-24

AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE BOROUGH OF
KENILWORTH FOR THE POSITION OF SUPERINTENDENT OF PUBLIC WORKS
FOR CALENDAR YEAR 2025

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

WHEREAS, effective January 1, 2025, the Borough of Roselle Park will be in need of the services of a Superintendent of Public Works who holds licensure as a Certified Public Works Manager; and,

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that is hereby authorizes a Shared Services Agreement with the Borough of Kenilworth 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.

Exhibit A of Resolution No. 274-24

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 January 2025 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 January 1, 2025, 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; and,

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; and,

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; and,

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 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.

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...”

Perform all of the duties set forth in Roselle Park Borough code section 2-29 but for the meeting 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;

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.

- ii. 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.
- iii. 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.

3. Consideration.

- a. Monetary. In full consideration of the faithful performance of services by Kenilworth, Roselle Park consents and agrees to pay Kenilworth \$58,000 per annum for the year 2025 commencing January 1, 2025, 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:

i. Superintendent's pick up.

In consideration of the faithful performance of services by Kenilworth, Roselle Park conveys 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 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:

- (1) The vehicle shall not be marked with the name of either Borough;
- (2) 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;
- (3) Kenilworth shall preserve and protect the subject vehicle from loss or damage;
- (4) 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;
- (5) Kenilworth's designated employee shall not operate the vehicle while under the influence of alcohol or other impairing substances;
- (6) In the event of any accident involving the subject vehicle, Kenilworth will immediately furnish Roselle Park a full and complete report thereof;

- (7) Kenilworth will, at its own risk and expense, maintain Workers Compensation Insurance for the Superintendent of Public Works at all times and for the performance of any and all duties for either Borough.
- (8) 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.

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

- i. With respect to such vehicles and equipment (the Pick-up truck assigned to the Superintendent'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:
 - (1) If the work triggers overtime for any Kenilworth employee, the expense associated with same shall be invoiced and payable by Roselle Park;
 - (2) 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.;

- 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;
- 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;
- vii. No Kenilworth employee shall operate any Roselle Park equipment while under the influence of alcohol or other impairing substances;
- viii. In the event of any accident involving the subject equipment, Kenilworth will immediately furnish Roselle Park a full and complete report thereof;
- 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:
 - (1) Have not been altered in any fashion to disengage any safety or warning feature;
 - (2) Are not currently in need of any repairs; and
 - (3) 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.

4. **Effective Date and Term.** This agreement shall be effective January 1, 2025, and continue until December 31, 2025.
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 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.
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.
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.

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

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

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.
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.
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.
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.
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.
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
Mayor

Laura Reinertsen, RMC
Borough Clerk

BOROUGH OF ROSELLE PARK:

ATTEST:

Joseph Signorello III
Mayor

Andrew J. Casais, RMC
Borough Clerk

Mayor Signorello asked if this is something we have to move to Closed Session or is it fine to debate or discuss here.

Borough Clerk Casais said you can discuss it as a matter of contract negotiations in Closed Session as an option; but you don't need to.

Councilman Johnson said he was hoping we could table this or go into Closed Session because if it was just one change, we can just open it up for discussion right now. However, he does see a few concerns that he would like to get some clarity on and address and he thinks it would be too lengthy. So, if we could table it or move it to Closed Session.

Mayor Signorello said we have to do a Closed Session anyway, so we can do it as the second part of that Closed Session tonight. He would like to just because the clock is ticking on it. He would like to, assuming right or wrong, he would like to vote on it today after the Closed Session if possible.

Borough Clerk Casais said make a motion to postpone until Closed Session.

Councilman Petrosky made a motion to postpone Resolution No. 274-24 until after Closed Session; seconded by Councilman Robaina, five members present voting Aye and one absent, said motion was adopted.

The following Resolution was offered by Councilman Petrosky; seconded by Councilman Robaina.

RESOLUTION NO. 275-24

APPOINTING ZAHIR BASS TO THE POSITION OF
CLASS I LABORER

WHEREAS, there exists a need for one or more Class I Laborers within the Roselle Park Department of Public Works; and,

WHEREAS, the Superintendent of Public Works has recommended Zahir Bass for appointment to the position of Class I Laborer; and,

WHEREAS, the Mayor and Council wish to act upon the recommendation of the Superintendent of Public Works and fill said position.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey hereby appoint Zahir Bass to the position of Class I Laborer effective December 9, 2024 at the salary of \$53,757.65 per annum.

Councilman Johnson said he will be abstaining from this vote.

<input type="checkbox"/> Vote Record – Resolution No. 275-24					
		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 type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Signorello	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

EXECUTIVE (CLOSED) SESSION

Mayor Signorello asked Borough Clerk/Administrator Casais to read the Closed Session Resolution into the record.

Borough Clerk Casais read the following into the record.

WHEREAS, the Mayor and Council of the Borough of Roselle Park wish to discuss matters which are described in the New Jersey Open Public Meetings Act “Sunshine Law” N.J.S.A. 10:4-12; and

WHEREAS, the general nature of the subjects to be discussed in Closed Session are:

1. Personnel Matter Involving the DPW in which the Employee has been Riced.
2. Contract Negotiations with the Borough of Kenilworth

WHEREAS, the time when and the circumstances under which the items discussed in Closed Session will be disclosed to the public are at a future time.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey adjourn the open portion of the meeting and open a closed portion of the meeting to discuss the aforesaid item.

Councilman Petrosky moved at 7:39 p.m. to adopt the Closed Session Resolution and go into Closed Session; seconded by Councilman Robaina, five members present voting Aye and one absent, said motion was adopted.

Councilman Petrosky moved at 8:12 p.m. to end Closed Session and return to the open portion of the meeting; seconded by Councilman Robaina, five members present voting Aye and one absent, said motion was adopted.

Borough Clerk Casais disclosed that the Governing Body discussed the following matters in Closed Session:

1. Personnel Matter Involving the DPW in which the Employee has been Riced.
2. Contract Negotiations with the Borough of Kenilworth

Borough Clerk Casais said in Closed Session, the Governing Body discussed two matters; one involving Contract Negotiations with the Borough of Kenilworth and one a Personnel Matter with the Department of Public Works in which the employee was riced. There is no resolution to the latter matter. The first matter involving the Borough of Kenilworth, the Governing Body wants to take action on Resolution No. 274-24.

The following Resolution was offered by Councilman Petrosky; seconded by Councilman Robaina.

RESOLUTION NO. 274-24

AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE BOROUGH OF
KENILWORTH FOR THE POSITION OF SUPERINTENDENT OF PUBLIC WORKS
FOR CALENDAR YEAR 2025

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

WHEREAS, effective January 1, 2025, the Borough of Roselle Park will be in need of the services of a Superintendent of Public Works who holds licensure as a Certified Public Works Manager; and,

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that is hereby authorizes a Shared Services Agreement with the Borough of Kenilworth 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.

Exhibit A of Resolution No. 274-24

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 January 2025 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 January 1, 2025, 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; and,

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; and,

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; and,

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 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.

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..."

Perform all of the duties set forth in Roselle Park Borough code section 2-29 but for the meeting 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;

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.

- ii. 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.
- iii. 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.

3. Consideration.

- a. Monetary. In full consideration of the faithful performance of services by Kenilworth, Roselle Park consents and agrees to pay Kenilworth \$58,000 per annum for the year 2025 commencing January 1, 2025, 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:
 - i. Superintendent's pick up.

In consideration of the faithful performance of services by Kenilworth, Roselle Park consents 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 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:

- (1) The vehicle shall not be marked with the name of either Borough;
- (2) 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;
- (3) Kenilworth shall preserve and protect the subject vehicle from loss or damage;
- (4) 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;
- (5) Kenilworth's designated employee shall not operate the vehicle while under the influence of alcohol or other impairing substances;
- (6) In the event of any accident involving the subject vehicle, Kenilworth will immediately furnish Roselle Park a full and complete report thereof;

- (7) Kenilworth will, at its own risk and expense, maintain Workers Compensation Insurance for the Superintendent of Public Works at all times and for the performance of any and all duties for either Borough.
- (8) 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.

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

- i. With respect to such vehicles and equipment (the Pick-up truck assigned to the Superintendent'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:
 - (1) If the work triggers overtime for any Kenilworth employee, the expense associated with same shall be invoiced and payable by Roselle Park;
 - (2) 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.;

- 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;
- 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;
- vii. No Kenilworth employee shall operate any Roselle Park equipment while under the influence of alcohol or other impairing substances;
- viii. In the event of any accident involving the subject equipment, Kenilworth will immediately furnish Roselle Park a full and complete report thereof;
- 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:
 - (1) Have not been altered in any fashion to disengage any safety or warning feature;
 - (2) Are not currently in need of any repairs; and
 - (3) 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.

- 4. Effective Date and Term.** This agreement shall be effective January 1, 2025, and continue until December 31, 2025.
- 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 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.
- 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.
- 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.

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

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

- 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.
- 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.
- 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.
- 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.
- 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.
- 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
Mayor

Laura Reinertsen, RMC
Borough Clerk

BOROUGH OF ROSELLE PARK:

ATTEST:

Joseph Signorello III
Mayor

Andrew J. Casais, RMC
Borough Clerk

Mayor Signorello said so to recap, the amendments we are looking to put in are the quarterly meetings.

Borough Clerk said so there is a desired amendment, for the public it's on page 35 of the agenda and page 3 of 10 of the proposed agreement under paragraph 1. There would be a change from the reporting the Superintendent to Mayor and Council would be quarterly both in person and in writing as opposed to once per month in writing. So we just need a motion on the amendment.

Councilman Johnson made a motion to amend Resolution No. 274-24; seconded by Councilman Robaina.

<input type="checkbox"/> Vote Record – Amend Resolution No. 274-24					
		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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Signorello	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Councilman Petrosky made a motion to adopt Resolution No. 274-24 as amended; seconded by Councilman Robaina.

RESOLUTION NO. 274-24

**AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE BOROUGH OF
KENILWORTH FOR THE POSITION OF SUPERINTENDENT OF PUBLIC WORKS
FOR CALENDAR YEAR 2025**

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

WHEREAS, effective January 1, 2025, the Borough of Roselle Park will be in need of the services of a Superintendent of Public Works who holds licensure as a Certified Public Works Manager; and,

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that is hereby authorizes a Shared Services Agreement with the Borough of Kenilworth 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.

Exhibit A of Resolution No. 274-24

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 January 2025 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 January 1, 2025, 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; and,

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; and,

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; and,

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 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.
- 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..."

Perform all of the duties set forth in Roselle Park Borough code section 2-29 but for the meeting provisions. In that regard the Superintendent of Public Works shall report to the Mayor and Council quarterly, in-writing and in-person, unless specifically requested otherwise;

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.

- ii. 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.
- iii. 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.

3. Consideration.

- a. Monetary. In full consideration of the faithful performance of services by Kenilworth, Roselle Park consents and agrees to pay Kenilworth \$58,000 per annum for the year 2025 commencing January 1, 2025, 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:

- i. Superintendent's pick up.

In consideration of the faithful performance of services by Kenilworth, Roselle Park consents 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 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:

- (1) The vehicle shall not be marked with the name of either Borough;
- (2) 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;

- (3) Kenilworth shall preserve and protect the subject vehicle from loss or damage;
- (4) 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;
- (5) Kenilworth's designated employee shall not operate the vehicle while under the influence of alcohol or other impairing substances;
- (6) In the event of any accident involving the subject vehicle, Kenilworth will immediately furnish Roselle Park a full and complete report thereof;
- (7) Kenilworth will, at its own risk and expense, maintain Workers Compensation Insurance for the Superintendent of Public Works at all times and for the performance of any and all duties for either Borough.
- (8) 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.

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

- i. With respect to such vehicles and equipment (the Pick-up truck assigned to the Superintendent'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:
 - (1) If the work triggers overtime for any Kenilworth employee, the expense associated with same shall be invoiced and payable by Roselle Park;
 - (2) 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.;
- 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;
- 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;
- vii. No Kenilworth employee shall operate any Roselle Park equipment while under the influence of alcohol or other impairing substances;
- viii. In the event of any accident involving the subject equipment, Kenilworth will immediately furnish Roselle Park a full and complete report thereof;
- 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:

- (1) Have not been altered in any fashion to disengage any safety or warning feature;
- (2) Are not currently in need of any repairs; and
- (3) 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.

4. Effective Date and Term. This agreement shall be effective January 1, 2025, and continue until December 31, 2025.

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 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.

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.

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

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

Laura Reinertsen, RMC
Borough Clerk

BOROUGH OF ROSELLE PARK:

ATTEST:

Joseph Signorello III
Mayor

Andrew J. Casais, RMC
Borough Clerk

<input type="checkbox"/> Vote Record – Resolution No. 274-24 as Amended					
		Yes/Aye	No/Nay	Abstain	Absent
<input type="checkbox"/> Adopted	Petrosky	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" 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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Signorello	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REPORTS OF BOROUGH COUNCIL

Councilman Johnson

November 11th attended the Veterans Day Service at the Roselle Park Veterans Memorial Library. Respect and honor go out to all his military veteran brothers and sisters who put their lives on the line daily, so we can enjoy the freedoms that we have today. You are the true heroes and the public recognizes your sacrifice. No one can ever take that away from us. God Bless America and Roselle Park. Thanked Rupen Shah for a job well done.

November 13th he along with Councilman Robaina and Mayor Signorello attended one of the many Route 28 meetings. He wanted to advise the public after we come out of committee, we will definitely bring forth all of these options to the whole Governing Body for deliberation on.

Noted he made a proposal for next year and had great discussions via emails and phone calls to have a Multi-Cultural Day Celebration, since our community is one of the most diverse in Union County; and he is looking forward to that.

Noted he had the opportunity to attend the League of Municipalities Convention during the 19th and 20th of November. He is always looking forward to expanding his knowledge for the betterment of the community. He attended several meaningful seminars such as Training for Elected Officials that explores emergency management or subjects that address State or public health; all so very enlightening and beneficial for our community.

Mentioned going forward, we have these discussions almost every meeting. He said work has commenced on Avon and Berwyn and asked residents to please be patient.

November 13th attended the County Commissioner Meeting advocating to the County to consider next year possibly providing the grant initiative that he also mentioned here for Mayor and Council. This program would help troubled veterans' organizations; help them to get funding that they deserve. Let's help veterans in need, because when we needed them, they helped us.

Thanked Councilman Petrosky and the Legion for honoring those gentlemen, but he also wanted to personally thank Councilman Petrosky, because he has been a part of the Post 60 for about a decade and that has been a mission that has been so difficult to obtain and get accomplished. With Councilman Petrosky's and the Commander's resources, helped manifest that which was a long time coming.

Asked Borough Clerk Casais if we were looking to hire a few more DPW workers. He appreciates the immediate efforts to mitigate our situation with employment, but would like to see a few more if possible.

Mayor Signorello said he thinks that becomes a part of the budgeting cycle. We budgeted for so many roles; the goal is to backfill for that compliment that we had planned. He said he would leave any new hires to budgeting season. We have requests also for new police officers too, which he thinks should be considered in the new year. He thinks we just need to do this, not as one, we can't just look at the one department; you need to look wholistically at the budget, would be his request.

Councilman Johnson said we are planning on more.

Mayor Signorello said we will see how the budget goes.

Provided contact information.

Councilman Petrosky

Expressed condolences to the families of Bob Heath, Bob DelaRosa and Joseph Riccitelli.

November 11th attended the Veterans Day Ceremony.

November 14th attended the meeting at Acker Park to go over the new playground.

November 14th attended the Joint Sewer Meeting; getting ready for the 2025 budget.

Noted Recreation is getting ready for the winter season and planning a couple of events.

Reminded everyone to always keep the veterans in your mind. Thanked Councilman Johnson for his service. Mentioned Post 60 needs as much help as they can get. The steps were finally done and the Bricklayers Union came in and replaced the bricks and limestone, free of charge. Hunter Lumber in Roselle also donated all the supplies we needed. Also the painters came in and painted the lower level; although it got a little cold and they will come next year and do the back of the building. Thanked Siperstein for donating the paint. He said he would like to bring them in for the next meeting on December 5th. Gave a big thank you to Adolfo DiCosmo for all his contacts.

Reminded everyone to keep Paul Devito in your prayers.

Provided contact information.

Councilwoman Lyons

Reminded everyone for the victims of the Sunrise Village Apartment Complex; we still are taking any donations. If there is anything you would like to drop off at the Casano Center, even gift cards, monetary donations; they are still accepting donations.

November 11th attended the Veterans Day Memorial Service; they are true heroes. Every time Commander Verdun speaks, he is a walking heart and she appreciates him and his testimony and how he is with everyone. Post 60 and everybody that comes there, it's a moment to go and honor them any time you can; please do.

Noted this past week she was also at the NJ League of Municipalities. She met a lot of awesome people. She went to a seminar entitled Lessons of Leadership and Laughter, and they said a few things that just struck her. Being in leadership, it's really not about us; it's really about the people in town.

December 7th from 4:00 p.m. to 7:00 p.m. is the annual Christmas Tree Lighting and the Winter Market is happening on December 7th and 8th. Please mark your calendars and come out and support.

Wished everyone a Happy Thanksgiving.

Provided contact information.

Councilman Robaina

November 11th attended the Veterans Day Ceremony at the Library and Post 60. A heartfelt thank you to all our veterans, both local and from beyond our community, for their service. We appreciate your sacrifices more than words can express.

November 13th participated in the Rails to Trails Conservancy webinar focused on building productive partnerships with railroads. The discussion highlighted how to foster successful projects through collaboration.

November 13th attended the meeting regarding Route 28 with fellow colleagues and professionals, which Councilman Johnson mentioned earlier. The focus of the meeting was to discuss improvements to traffic operations and safety along the Route 28 corridor; particularly concerning pedestrian crossing. Key takeaways from that meeting include the pedestrian crash rate here on Route 28 is double the 2021 average; right angle crashes occurred at nearly twice the 2021 average; parked vehicle crashes are almost seven times the 2021 average; and three pedestrian fatalities between 2017 to 2021 occurred at unsignalized intersections. Our goals for this project are to enhance pedestrian safety, minimize conflict points by reducing the number of median openings; providing safe refuge for left turning vehicles at select unsignalized median openings and ensuring this project is ADA compliant.

Happy to report the plaque commemorating the Marconi Wireless Building originally affixed by the Bicentennial Committee in 1976 has been faithfully re-created by the building's developer. Big thank you to Borough Clerk Casais for the follow up and follow through. Can't wait to see it either displayed in the Museum or placed on the new building in its original location.

Noted attended the League of Municipalities Conference in Atlantic City. This is one of the largest municipal conferences in the country; offering a wealth of educational sessions, networking opportunities

and resources for municipal leaders. While there, he attended a roundtable with the DOT Commissioner and his team and it's clear that Roselle Park's advocacy efforts are being heard, loud and clear. We are taking meaningful action and are on the right path to ensure that road, bike and pedestrian safety are prioritized in every project. Grateful to the Mayor and Council colleagues for their continued collaboration and support.

Extended thanks to Wakefern for making a \$100 donation to our food pantry under the Roselle Park School District in support of Jerome Street fire victims this holiday season.

Wished all of Roselle Park a very Happy Thanksgiving.

Thanked Boy Scout Troop 56 for the Thanksgiving Card.

Provided contact information.

Councilman Signorello

Attended the League of Municipalities Convention and also attended several seminars. Learned a lot about the OPRA requests and the new laws coming down the road. It was very educational for him.

Attended the Acker Park Meeting and trying to put that project back on the track.

November 11th attended the Veterans Day Ceremony at the Library. Noted his dad was a veteran, and it is something that he faithfully tries to attend and respect these gentlemen and women that fought for our country over the years.

Noted looking forward to the Christmas Tree Lighting on December 7th.

Provided contact information.

Mayor Signorello

Had no report.

Provided contact information.

PUBLIC PORTION

Councilman Petrosky moved at 8:33 p.m. to open the public comment portion of the meeting on any subject matter; seconded by Councilman Robaina, five members present voting Aye and one absent, said motion was adopted.

Tina Schwarz, 117 Avon Street

Stated her objections to the removal of trees, especially healthy trees, on Avon Street.

Mayor Signorello said he believes the Engineers do it because when we repave it, the roots uproot the asphalt. He drove by it and saw it happening and he was disgusted. He has been trying to be more active about this. He caught one on Locust Street and was able to save a lot more trees. He doesn't know what we need to do to stop this, and he was Mayor for one year when it happened. However, when they did Sherman, they chopped them all down for the sake of the asphalt. He said he is very frustrated. We

will plant new trees. It does not mean it's going to replace the canopy. He introduced the tree ordinance for a reason tonight. He said that should not happen again and he needs the Engineers to catch this. The Engineers know about this and we need to codify this. At this point where we are at, if the street lifts up a little bit because of a healthy tree, we need to save that tree. This is nonsense and he is very angry about it.

Ms. Schwarz said it changes the whole look of the neighborhood. So now on the opposite side of her street, there is only one tree at the very end of the street.

Mayor Signorello said he had one tree removed in front of his house and spoke about the heat that his house gets now because of this. He does not know the answer right now, but people will be held accountable for it because he has set the tone with the Engineers on other projects and this is not acceptable. Thanked her for reminding him of this. He saw it as it was happening and they were coming down already. He hoped they were just dead trees, but he's sure there were some healthy trees cut down and it makes him sick. He said we will follow up and will plant new trees as part of the projects.

Councilman Johnson said he was trying to find out what house, and he will go and talk to them.

Borough Clerk Casais said Councilman Johnson did reach out to him with her concerns. He said he did not get back to her on the Councilman's or Borough's behalf; so he apologized to her. The trees that came down, were to the Mayor's point, because they would have otherwise obstructed the project. The healthy trees that came down are because they would have otherwise obstructed the curb. It is a very small right-of-way and we all know Avon Street is probably one of the smallest streets in town in terms of width. It's very tight over there. All the more reason why trees make it look more pleasant; it kind of softens up what would otherwise candidly look like a more urbanized street scape. The healthy trees that came down were because of that obstruction. There were unhealthy trees that also came down; obviously, those were less egregious and he completely understands. In terms of the notification, he was informed that the contractor notified and left hang tags on the residents' doors that were impacted. He said he got a copy of the notice. If those didn't go out to the residents, he doesn't know how that happened and he apologized for that and he will follow up with them on how that could have happened because having gotten a copy of the notice, why would they just send him the notice and not the residents the notice. It's just a complete waste of time. He said he will follow up and for the record, the trees only came down because of those obstructions and we continue to explore ways to mitigate that knowing the trees are as valuable, if not more valuable, than the infrastructure improvements.

Frank Trezza, 479 Ragland Drive

He said Ragland Drive is the forgotten street and that is what he calls it. When utility work was done, they did a beautiful job paving one side of the street. The other side has not been touched and is all cracked and work with patches. He said they were told three years ago, don't worry it's going to be done; however, it's not done. They have been doing a lot of work around the corner on Grant and in that area. He said he called the Mayor to bring them over to Ragland.

Mayor Signorello said he still has to budget for that and it's harder than that. We have a budget next year and he will put Ragland on it.

Mr. Trezza said he had an answer to that and it won't cost you anything. Have Meridia do a residential reach out; pop a little money in the Borough.

Mayor Signorello said they did give the Borough \$500,000 as part of the redevelopment deal.

Mr. Trezza said let them pay for the crosswalk at the High School.

Mayor Signorello said he understands. They also pay a lot in taxes. He said he will ask Meridia tomorrow.

Mr. Trezza said the second issue is the dangerous trees. He reached out to former Mayor Hokanson because of the timeframe and spoke to him about the dangerous tree issue and he came over and we looked at the trees. Within a week, three or four were taken down and all the other trees were trimmed back. Now, here's the problem; trees grow and everything that was trimmed back is coming back. Right now, it won't be too big of a job because it's new growth. You keep letting it linger and linger and you are going to have hard wood growth. One of the limbs was entangled with the electric service lines and you would hear sizzling noises. They called the utility company, and they came out. The trimmer did not want to touch it. Rich told him to take care of it, can't you hear it sizzling; get it done. They did and did a beautiful job, but they are starting to grow back.

Mayor Signorello said unfortunately, you are out of time. He said he hears him and will see if he can get them tactically over, but the one thing you are hitting on which we need to fix next year, is right now tree service is like whoever is screaming the loudest. He said he will speak to the Superintendent to see if we can get it tactically over there, but we need a plan for wholistic management next year.

Jorge Ramirez, 500 East Clay Avenue

He wanted to formally congratulate Petrosky and Robaina for running a great race. His hat goes off to them. He said it was a great learning experience. Especially talking to a lot of residents here and the history that they have and seeing a lot of people in this town for over 100 years and talking to a lot of residents about the Mayor's grandfather. They all said he was a great guy and he would pick up kids from school and they all miss him.

Mayor Signorello said we all do too.

Mr. Ramirez said to please keep that in mind for all the decisions you make within Roselle Park

There being no one else wishing to speak, Councilman Petrosky moved at 8:45 p.m. to close the public comment portion of the meeting on any subject matter; seconded by Councilman Robaina, five members present voting Aye and one absent, said motion was adopted.

ADJOURNMENT

There being no further business to come before the meeting, Councilman Petrosky moved at 8:45 p.m. to adjourn; seconded by Councilman Robaina, five members present voting Aye and one absent, said motion was adopted.

Attest:

Andrew J. Casais, RMC
Borough Clerk