


RESOLUTION NO. 51-25

AUTHORIZING AND DIRECTING THE FIRE CHIEF TO EXECUTE A FIRE HYDRANT AUTHORIZATION FORM TO FACILITATE THE REQUEST AND INSTALLATION OF ONE (1) PUBLIC FIRE HYDRANT ADJACENT TO 140 WEST WEBSTER AVENUE

BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey hereby authorize and direct the Fire Chief to execute a "Fire Hydrant Authorization Form," as prescribed by New Jersey American Water, to facilitate the request and installation of one (1) public fire hydrant adjacent to 140 West Webster Avenue, Roselle Park, New Jersey 07204, as more formally depicted on the site plan attached hereto, made part hereof, and labeled **Exhibit A**.

ADOPTED: February 6, 2025

I hereby certify that the foregoing Resolution was acted upon by the governing body on February 6, 2025 with the below captioned results on a motion to adopt.


Andrew J. Casais, RMC
Borough Clerk

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

LAND USE AND ZONING

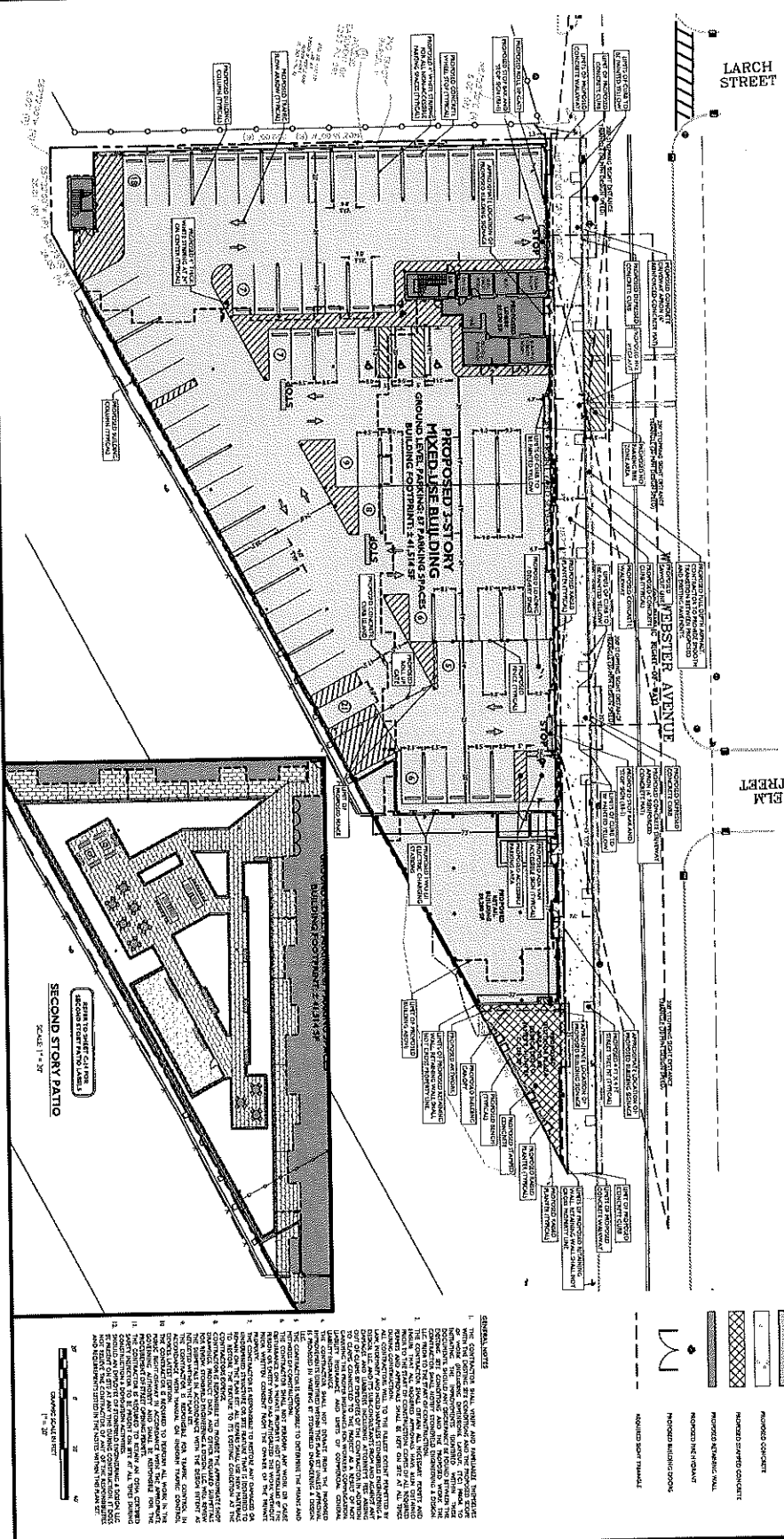
PROPOSED USE	BLOCK 194, LOTS 2, 3, 4
EXISTING ZONING	COMMERCIAL
PROPOSED ZONING	COMMERCIAL
PROPOSED DENSITY	...
PROPOSED HEIGHT	...
PROPOSED SETBACKS	...
PROPOSED COVERAGE	...
PROPOSED AREA	...
PROPOSED PERCENTAGE	...
PROPOSED NUMBER OF UNITS	...
PROPOSED NUMBER OF GARAGES	...
PROPOSED NUMBER OF OFFICES	...
PROPOSED NUMBER OF STORES	...
PROPOSED NUMBER OF RESTAURANTS	...
PROPOSED NUMBER OF HOTELS	...
PROPOSED NUMBER OF THEATERS	...
PROPOSED NUMBER OF CINEMAS	...
PROPOSED NUMBER OF GYMNASIUMS	...
PROPOSED NUMBER OF SWIMMING POOLS	...
PROPOSED NUMBER OF TENNIS COURTS	...
PROPOSED NUMBER OF PLAY GROUNDS	...
PROPOSED NUMBER OF PARKS	...
PROPOSED NUMBER OF LIBRARIES	...
PROPOSED NUMBER OF MUSEUMS	...
PROPOSED NUMBER OF GALLERIES	...
PROPOSED NUMBER OF RESTAURANTS	...
PROPOSED NUMBER OF HOTELS	...
PROPOSED NUMBER OF THEATERS	...
PROPOSED NUMBER OF CINEMAS	...
PROPOSED NUMBER OF GYMNASIUMS	...
PROPOSED NUMBER OF SWIMMING POOLS	...
PROPOSED NUMBER OF TENNIS COURTS	...
PROPOSED NUMBER OF PLAY GROUNDS	...
PROPOSED NUMBER OF PARKS	...
PROPOSED NUMBER OF LIBRARIES	...
PROPOSED NUMBER OF MUSEUMS	...
PROPOSED NUMBER OF GALLERIES	...

ONE-STREET PARKING REQUIREMENTS

CLASS SECTION	REQUIRED	PROPOSED
SECTION 11.1.1 GENERAL PARKING
SECTION 11.1.2 RESIDENTIAL PARKING
SECTION 11.1.3 OFFICE PARKING
SECTION 11.1.4 RETAIL PARKING
SECTION 11.1.5 RESTAURANT PARKING
SECTION 11.1.6 HOTEL PARKING
SECTION 11.1.7 THEATER PARKING
SECTION 11.1.8 CINEMA PARKING
SECTION 11.1.9 GYMNASIUM PARKING
SECTION 11.1.10 SWIMMING POOL PARKING
SECTION 11.1.11 TENNIS COURT PARKING
SECTION 11.1.12 PLAYGROUND PARKING
SECTION 11.1.13 LIBRARY PARKING
SECTION 11.1.14 MUSEUM PARKING
SECTION 11.1.15 GALLERY PARKING

SETBACK REQUIREMENTS

CLASS SECTION	REQUIRED	PROPOSED
SECTION 11.2.1 FRONT SETBACK
SECTION 11.2.2 SIDE SETBACK
SECTION 11.2.3 REAR SETBACK
SECTION 11.2.4 CORNER SETBACK
SECTION 11.2.5 ELEVATION SETBACK
SECTION 11.2.6 SCREENING SETBACK
SECTION 11.2.7 ADJACENT PROPERTY SETBACK
SECTION 11.2.8 ADJACENT STREET SETBACK
SECTION 11.2.9 ADJACENT PARKING SETBACK
SECTION 11.2.10 ADJACENT TRANSIT SETBACK
SECTION 11.2.11 ADJACENT UTILITIES SETBACK
SECTION 11.2.12 ADJACENT HISTORIC SETBACK
SECTION 11.2.13 ADJACENT ENVIRONMENTAL SETBACK
SECTION 11.2.14 ADJACENT OPEN SPACE SETBACK
SECTION 11.2.15 ADJACENT AMBIENT LIGHT SETBACK
SECTION 11.2.16 ADJACENT SOUND SETBACK
SECTION 11.2.17 ADJACENT VIBRATION SETBACK
SECTION 11.2.18 ADJACENT AIR QUALITY SETBACK
SECTION 11.2.19 ADJACENT CLIMATE SETBACK
SECTION 11.2.20 ADJACENT BIODIVERSITY SETBACK
SECTION 11.2.21 ADJACENT CULTURAL SETBACK
SECTION 11.2.22 ADJACENT SOCIAL SETBACK
SECTION 11.2.23 ADJACENT ECONOMIC SETBACK
SECTION 11.2.24 ADJACENT POLITICAL SETBACK
SECTION 11.2.25 ADJACENT LEGAL SETBACK
SECTION 11.2.26 ADJACENT ETHNIC SETBACK
SECTION 11.2.27 ADJACENT RELIGIOUS SETBACK
SECTION 11.2.28 ADJACENT SCIENTIFIC SETBACK
SECTION 11.2.29 ADJACENT TECHNICAL SETBACK
SECTION 11.2.30 ADJACENT ARTISTIC SETBACK
SECTION 11.2.31 ADJACENT CRAFTSMANSHIP SETBACK
SECTION 11.2.32 ADJACENT INNOVATION SETBACK
SECTION 11.2.33 ADJACENT LEADERSHIP SETBACK
SECTION 11.2.34 ADJACENT NETWORKING SETBACK
SECTION 11.2.35 ADJACENT MENTORSHIP SETBACK
SECTION 11.2.36 ADJACENT COLLABORATION SETBACK
SECTION 11.2.37 ADJACENT PARTNERSHIP SETBACK
SECTION 11.2.38 ADJACENT ALLIANCE SETBACK
SECTION 11.2.39 ADJACENT COOPERATION SETBACK
SECTION 11.2.40 ADJACENT SUPPORT SETBACK
SECTION 11.2.41 ADJACENT ASSISTANCE SETBACK
SECTION 11.2.42 ADJACENT GUIDANCE SETBACK
SECTION 11.2.43 ADJACENT COUNSEL SETBACK
SECTION 11.2.44 ADJACENT ADVICE SETBACK
SECTION 11.2.45 ADJACENT HELP SETBACK
SECTION 11.2.46 ADJACENT AID SETBACK
SECTION 11.2.47 ADJACENT SUPPORT SETBACK
SECTION 11.2.48 ADJACENT ASSISTANCE SETBACK
SECTION 11.2.49 ADJACENT GUIDANCE SETBACK
SECTION 11.2.50 ADJACENT COUNSEL SETBACK



SYMBOL DESCRIPTION

[Symbol]	PROPOSED BUILDING
[Symbol]	PROPOSED CONCRETE
[Symbol]	PROPOSED STONE CONCRETE
[Symbol]	PROPOSED MASONRY WALL
[Symbol]	PROPOSED METAL WALL
[Symbol]	PROPOSED GLASS WALL
[Symbol]	PROPOSED WOOD WALL
[Symbol]	PROPOSED STONE WALL
[Symbol]	PROPOSED BRICK WALL
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[Symbol]	PROPOSED COUNSEL WALL

- GENERAL NOTES**
1. THE CONTRACTOR SHALL VERIFY AND MAINTAIN INTERESTS OF ALL ADJACENT PROPERTY OWNERS AND NEIGHBORS...
 2. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES...
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PRELIMINARY & FINAL MAJOR SITE PLAN		STONEFIELD engineering & design	Rutherford, NJ • New York, NY • Boston, MA Princeton, NJ • Tampa, FL • Detroit, MI www.stonefieldeng.com	Headquarters: 91 Park Avenue, Rutherford, NJ 07070 Phone 201.340.4468 • Fax 201.340.4472
KONTOS CONSTRUCTION PROPOSED MIXED-USE REDEVELOPMENT				
Block 194, Lots 2, 3, 4 & 5 140 West Riverside Avenue Borough of Roselle Park Union County, New Jersey	NOT APPROVED FOR CONSTRUCTION			
DATE: 11/20/2012		BY: [Signature]	DESCRIPTION: REVISED PER ROOF DECK DRAIN INLET LOCATION	
DATE: 02/03/2012		BY: [Signature]	DESCRIPTION: REVISED PER RESOLUTION COMPLIANCE	
DATE: 10/09/2011		BY: [Signature]	DESCRIPTION: REVISED PER RESOLUTION COMPLIANCE	
DATE: 07/21/2011		BY: [Signature]	DESCRIPTION: FIRE DEPARTMENT SUBMISSION	
DATE: 07/21/2011		BY: [Signature]	DESCRIPTION: REVISED PER RESOLUTION COMPLIANCE	
DATE: 07/21/2011		BY: [Signature]	DESCRIPTION: REVISED PER RESOLUTION COMPLIANCE	
DATE: 06/24/2011		BY: [Signature]	DESCRIPTION: REVISED PER RESOLUTION COMPLIANCE	
DATE: 07/19/2011		BY: [Signature]	DESCRIPTION: REVISED PER UTILITY MAPS	
DATE: 07/19/2011		BY: [Signature]	DESCRIPTION: FOR CLIENT REVIEW	
DATE: 05/25/2012		BY: [Signature]	DESCRIPTION: FOR CLIENT REVIEW	
DATE: 02/19/2012		BY: [Signature]	DESCRIPTION: FOR CLIENT REVIEW	
DATE:	DATE:	BY:	DESCRIPTION:	

	STONEFIELD engineering & design	ARCHITECT: KONTOS CONSTRUCTION
SCALE: 1/8" = 1'-0"	PROJECT: 12-0428	C-4
SITE PLAN		

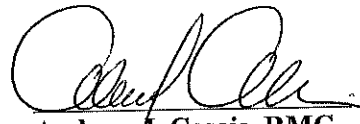
RESOLUTION NO. 52-25

ACCEPTING THE RESIGNATION OF VRUTTI PATEL AS ALTERNATE MEMBER NO. 4 OF THE MUNICIPAL LAND USE BOARD

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 Vrutti Patel as Alternate Member No. 4 of the Municipal Land Use Board effective January 13, 2025.

ADOPTED: February 6, 2025

I hereby certify that the foregoing Resolution was acted upon by the governing body on February 6, 2025 with the below captioned results on a motion to adopt.


Andrew J. Casais, RMC
Borough Clerk

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

RESOLUTION NO. 53-25

**AUTHORIZING THE HANGING OF A BANNER IN MICHAEL J. MAURI PARK
ADVERTISING ROSELLE PARK HIGH SCHOOL'S 2025 MUSICAL**

WHEREAS, a request has been made, dated January 7, 2025, by the Roselle Park School District to hang a banner on Borough of Roselle Park property for a temporary period of time advertising the 2025 Musical set to take place on March 27, 2025, March 28, 2025 and March 29, 2025.


NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey hereby authorize the hanging of a banner in Michael J. Mauri Park, adjacent to the intersection of Chestnut Street and Grant Avenue, advertising Roselle Park High School's 2025 musical; and,

BE IT FURTHER RESOLVED that a certificate of insurance naming the Borough of Roselle Park as additionally insured in furtherance of the above stated banner is formally acknowledged as having been received by the Borough of Roselle Park from the Roselle Park Board of Education by way of the adoption of the foregoing Resolution; and,

BE IT FURTHER RESOLVED that the Borough Clerk is hereby directed to provide a fully executed copy of the foregoing Resolution to the Superintendent of Public Works in order to facilitate timely coordination of the banner hanging activity so authorized herein.

ADOPTED: February 6, 2025

I hereby certify that the foregoing Resolution was acted upon by the governing body on February 6, 2025 with the below captioned results on a motion to adopt.


Andrew J. Casais, RMC
Borough Clerk

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

RESOLUTION NO. 54-25

APPOINTING CARLIN, WARD, ASH & HEIART, LLC AS 2025 SPECIAL TAX COUNSEL

WHEREAS, the Borough of Roselle Park has a need to acquire Special Tax Counsel services as a non-fair and open contract pursuant to the provisions of *N.J.S.A. 19:44A-20.5*; and,

WHEREAS, the Chief Financial Officer has determined and certified in writing, upon this Resolution, that the value of the acquisition may exceed \$17,500; and,

WHEREAS, the anticipated term of this contract shall expire December 31, 2025; and,

WHEREAS, Carlin, Ward, Ash & Heiart, LLC submitted a proposal on January 2, 2025 indicating they will provide Special Tax Counsel services with a contingency fee arrangement based on a calculation of thirty-three percent (33%) of the payment of the tax bill issued following a judgment for an increased assessment on a property; and,

WHEREAS, Carlin, Ward, Ash & Heiart, LLC has completed and submitted a Business Entity Disclosure Certification which certifies that Carlin, Ward, Ash & Heiart, LLC has not made any reportable contributions to a candidate committee in the Borough of Roselle Park in the previous year, and that the contract will prohibit Carlin, Ward, Ash & Heiart, LLC from making any reportable contributions through the term of the contract; and,

WHEREAS, the foregoing shall not be effective until both the time of adoption by the governing body and the Chief Financial Officer's certification upon this Resolution, in accordance with *N.J.A.C. 5:30-5.4*, as to the availability of adequate funds.


NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey award a non-fair and open professional services contract to Carlin, Ward, Ash & Heiart, LLC of 25B Vreeland Road, Suite 102, Florham Park, New Jersey 07932 for Special Tax Counsel services with a contingency fee arrangement based on a calculation of thirty-three percent (33%) of the payment of the tax bill issued following a judgment for an increased assessment on a property, with a term effective immediately and expiring December 31, 2025; and,

BE IT FURTHER RESOLVED that the that the Business Entity Disclosure Certification shall be placed on file and appended to the foregoing Resolution; and,

BE IT FURTHER RESOLVED that the governing body acknowledges the forgoing contract may be in excess of the municipal bid threshold, and that the Borough Clerk shall accordingly cause a notice of award to be published in a legal newspaper so designated by the Borough in accordance with the laws of the State of New Jersey.

ADOPTED: February 6, 2025

I hereby certify that the foregoing Resolution was acted upon by the governing body on February 6, 2025 with the below captioned results on a motion to adopt.


Andrew J. Casais, RMC
Borough Clerk

I hereby certify that the value of the contract referenced within the foregoing Resolution is in excess of \$17,500.00. I so further certify that funds are available in the line item: 01-0240-00-01132-210

Kenneth P. Blum, Jr.
Kenneth P. Blum, Jr., CMFO
Chief Financial Officer

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

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
 Required Pursuant to N.J.S.A. 19:44A-20.8
BOROUGH OF ROSELLE PARK

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that business entity named herein has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2023, c. 30 would bar the award of this contract in the one-year period preceding January 1, 2025 to any of the following named candidate committee or joint candidates committee as defined pursuant to N.J.S.A. 19:44A-3 (q) and (r).

Mayor Joseph Signorello III	Council Member Jay Robaina
Council Member Joseph Signorello, Jr.	
Council Member Gregory Johnson	
Council Member Joseph E. Petrosky	
Council Member Rosanna Lyons-Antonuccio	
Council Member Khanjan S. Patel	

Part II – Ownership Disclosure Certification

I certify that the list below contains the names and addresses of all owners holding ownership or control of more than 10% of the profits or assets of the undersigned or, in the case of a business entity that is a corporation for profit, 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership
 Corporation
 Sole Proprietorship
 Subchapter S Corporation
 Limited Partnership
 Limited Liability Corporation
 Limited Liability Partnership

Name of Stockholder or Shareholder	Address
Michael Ash	913 Summit Avenue, Westfield, NJ
Scott A. Heiart, Esq.	17 Valley Forge Drive, Whippany, NJ

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Carlin, Ward, Ash & Heiart, LLC

Signature of Affiant: Michael J. Ash

Printed Name of Affiant: Michael J. Ash

Date: 1/2/25

RESOLUTION NO. 55-25

**REQUESTING PERMISSION FROM THE COUNTY OF UNION TO HANG BANNERS AND
CLOSE CHESTNUT STREET AT VARIOUS TIMES AND
FOR VARIOUS PUBLIC EVENTS DURING 2025**

BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey hereby requests approval from the Union County Board of County Commissioners to close Chestnut Street, and county road, within the Borough of Roselle Park as follows:

1. 2025 Memorial Day Parade
Monday, May 26, 2025 (8:00 a.m. to 1:00 p.m.) – No Rain Date
From Grant Avenue to Webster Avenue
2. 2025 Oktoberfest
Saturday, September 20, 2025 (1:00 p.m. to 10:00 p.m.) – Rain Date: Sunday, September 21st
From Charles Street to Grant Avenue
3. 2025 Christmas Tree Lighting and Winter Market
Friday, December 5, 2025 and Sunday, December 6, 2025 (1:00 p.m. to 10:00 p.m.)
From Charles Street to Grant Avenue


AND BE IT FURTHER RESOLVED that that Mayor and Council likewise requests approval from the Union County Board of County Commissioners to hang banners over Chestnut Street as follows:

1. Advertising the 2025 Memorial Day Parade
May 1, 2025 to June 2, 2025
2. Advertising the 2025 Independence Day Celebration
June 2, 2025 to July 7, 2025
3. Advertising the 2025 Fiesta Hispana y Latina
August 1, 2025 to September 8, 2025
4. Advertising the 2025 Oktoberfest
September 8, 2025 to September 22, 2025
5. Advertising the 2025 Italian Heritage Festival
September 22, 2025 to October 20, 2025
6. Advertising the 2025 Christmas Tree Lighting and Winter Market
November 3, 2025 to December 8, 2025

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

ADOPTED: February 6, 2025

I hereby certify that the foregoing Resolution was acted upon by the governing body on February 6, 2025 with the below captioned results on a motion to adopt.


Andrew J. Casais, RMC
Borough Clerk

RESOLUTION NO. 56-25

AUTHORIZING RENEWAL OF THE SHARED SERVICES AGREEMENT BETWEEN THE BOROUGH OF ROSELLE PARK AND THE TOWNSHIP OF UNION FOR THE ROSELLE PARK POLICE DEPARTMENT'S USE OF THE UNION TOWNSHIP FIREARMS TRAINING FACILITY FOR CALENDAR YEAR 2025

WHEREAS, the Borough of Roselle Park (hereinafter, the "Borough") seeks the use of an adequate firearms training facility by the officers of the Roselle Park Police Department for weapons qualification, training, and practice purposes; and,

WHEREAS, the Township of Union (hereinafter, the "Township") has and maintains a police firearms training facility for such mentioned purposes; and,

WHEREAS, the Township has expressed a continued willingness and ability to share their firearms training facility with the Borough; and,


WHEREAS, terms and conditions have been proposed by the Township and the Borough which have been mutually reviewed and deemed acceptable by the parties.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey hereby authorizes a shared services agreement between the Borough and the Township for the purpose of the Roselle Park Police Department's use of the Township's police firearms training facility during the entirety of calendar year 2025; and,

BE IT FURTHER RESOLVED, that the Mayor and Borough Clerk are hereby authorized to execute a "Memorandum of Agreement" as set forth in Exhibit A for the stated purpose.

ADOPTED: February 6, 2025

I hereby certify that the foregoing Resolution was acted upon by the governing body on February 6, 2025 with the below captioned results on a motion to adopt.


Andrew J. Casais, RMC
Borough Clerk

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

Exhibit A of Resolution No. 56-25

**MEMORANDUM OF AGREEMENT BETWEEN THE TOWNSHIP
OF UNION AND THE BOROUGH OF ROSELLE PARK**

This Agreement (“Agreement”) is made between Union Township (“UT”), with its headquarters located at 1976 Morris Ave, Union, NJ 07083, and the Borough of Roselle Park Police Department (hereinafter referred to as “RPPD”), with its office located at 110 East Westfield Ave, Roselle Park, N.J. for the use of the Union Township Police Firearms Training Facility (hereinafter referred to as “Range”), located at 990 Jefferson Avenue, Union, New Jersey.

WHEREAS, Roselle ^{Park} seeks to use the Range as a weapons qualification, training and practice facility for police officers of the Roselle ^{Park} Police Department (“RPPD”);

NOW, THEREFORE, in consideration of mutual covenants and conditions as herein contained and other good and valuable consideration, the Parties agree as follows:

- I. **Purpose.** UT will permit RPPD to schedule weapons qualification, training and practice at the Range at times and dates mutually agreeable to RPPD and the Union Township Police Department (“UTPD”), with the dates subject to the formal approval of UTPD.
- II. **Term.** The term of this Agreement is from January 1, 2025 through December 31, 2025. This Agreement may be extended for additional one-year terms, upon mutual consent of both parties.
- III. **Rules and Procedure.** The RPPD agrees that RPPD instructors and trainees who use the Range will follow UT and UTPD Range rules and policies while doing so. Such rules and policies shall be conveniently located at the Range and made readily available to RPD.
- IV. **UT responsibilities.**
 - (a) UT and the UTPD will appropriately staff the Range with personnel, as required under paragraph V (c).
 - (b) UT agrees to provide to RPPD, without cost or rent, sufficient office space and related facilities at the Range terminal including, but not limited to, furniture and supplies, as RPPD may need in connection with its use of the Range under this Agreement and as may be reasonably available.
 - (c) UTPD will operate and maintain the Range, at its own expense. At all times, the Range shall be in a good and safe condition.

Exhibit A of Resolution No. 56-25

V. **Roselle Park Police Department responsibilities.** (a) The Roselle Park Police Department will provide its own ammunition and shooting targets for all RPPD police officers utilizing the Range.

(b) In consideration for the use of the Range on 15 occasions annually, and in addition to the requirement under Paragraph V (a) that it provide its own ammunition and targets for its police officers using the Range, the RPPD will purchase and provide on a quarterly basis to the UTPD, the following equipment, solely for its own use, weapon cleaning materials or targets per range use. Under no circumstances will the UTPD be under any obligation to reimburse the Roselle ^{Park} Police Department for the cost of the balance of the materials provided. In the event this Agreement terminates and the number of sessions in the preceding year of this agreement is less than two (2), UTPD shall return to RPPD the weapon cleaning materials or targets on a pro rata basis. Under no circumstances shall RPPD owe money to UTPD.

(c) The Roselle Park Police Department shall use the Range during normal business hours, defined as from 8 am to 8 pm, daily, and never during times that the Range would normally be closed.

VI. **Indemnification and Insurance.** (a) RPPD shall indemnify and hold harmless the Township of Union and UTPD from and against any and all claims, actions, damages, liability and expense, in connection with personal injury or damage to property and all other such claims solely arising from or out of the use by or occupancy by RPPD of the UTPD Range in connection with this Agreement, but not to the extent arising from any negligence or willful misconduct by the UTPD. UTPD employees who work at the Range shall remain covered under the UTPD Workers' Compensation Insurance policy.

(b) The Roselle Park Police Department states that it is a self-insured governmental agency, and such self-insurance shall cover any and all activities, under the same terms and conditions as if a commercially available insurance policy was in place under this Agreement.

VII. **Notices.** (a) Notices and other communications that the parties may or are required to give shall be given in writing to the addresses set forth below. Each such notice or communication shall be personally delivered to the duly designated officer or

Exhibit A of Resolution No. 56-25

representative of such party or delivered to the office of such officer or representative during regular business hours, or forwarded to him or to the party at such address by certified or registered mail.

To: Township of Union

Eileen Birch, Township Clerk,
Municipal Building,
1976 Morris Ave.
Union, NJ 07083

Copy to UTPD:

Union Township Police Department
981 Caldwell Avenue
Union, NJ 07083
ATTN: Police Director Christopher Donnelly

To: Roselle Park Police

110 East Westfield Ave
Roselle Park, N.J. 07204
Attn: Chief Dominick Frino

Copy to:

Andrew Casais, Borough Clerk
110 East Westfield Ave.
Roselle Park, N.J. 07204

(b) Each notice shall be deemed given and effective upon receipt, or, in the event of a refusal by the addressee, on the first tender of such notice to the addressee at the designated address.

- VIII. **Non-Liability of Individuals.** No Commissioner, director, officer, agent or employee of the either party shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or of any supplement, or amendment to this Agreement or because of any breach or alleged breach thereof, or because of its or their execution or attempted execution or otherwise.

Exhibit A of Resolution No. 56-25

- IX. **Entire Agreement.** This Agreement is a complete statement of all agreements between the parties with respect to its subject matter. Any amendment, modification, alteration, change or waiver must be in writing and signed by both parties. The parties acknowledge that neither has made any warranties or representations except those expressly stated herein.
- X. **Construction and Application of Terms.** (a) **Headings.** The Section headings in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provision hereof.
- (b) **Severability.** If any clause, provision or section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining provisions hereof.
- (c) **No Presumption Against Drafting Party.** The parties agree that any presumption or rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be applicable to the interpretation of this Agreement or any amendments, addenda or supplements hereto or any Appendices, Exhibits or Schedules hereto.
- (d) **Third-Party Beneficiaries.** This Agreement does not and shall not be construed to itself confer any rights whatsoever upon any person whatsoever except the Roselle Park Police Department and UT, whether upon a theory of third-party beneficiary or otherwise.
- (e) **Relationship of the Parties.** Notwithstanding any other term or provision hereof, this Agreement does not confer upon either party the status of agent or representative of the other for any purpose whatsoever. Neither a partnership nor any joint venture is hereby created.
- XI. **Termination.** (a) This Agreement may be terminated by either party upon thirty (30) days' written notice.
- (b) This Agreement shall terminate for cause upon ten (10) days' written notice if the Range is rendered unusable to RPPD, for any reason whatsoever.
- (c) Should RPPD fail to provide proof that ammunition and targets have been purchased within the stated time frame of paragraph V (c), UT may terminate this

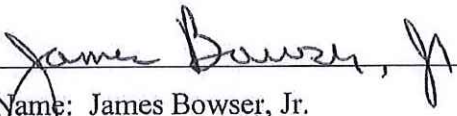
Exhibit A of Resolution No. 56-25

Agreement for cause upon ten (10) days' written notice provided it permits ^{RPPD} RPD to cure the failure within that ten (10) day time period.

(d) In the event of an early termination, RPPD acknowledges that it remains liable to UTPD for a prorated share of ammunition and targets, based on its use of the Range up until the time of termination. Usage will be determined based on the ratio outlined in paragraph V (b) of this Agreement.

XII. **Governing Law**. This Agreement shall be governed under the law of the State of New Jersey.

IN WITNESS OF WHEREOF, the Parties have signed this Agreement as of the date hereof.



Name: James Bowser, Jr.
Title: Chairman of the Township Committee
Township of Union

1-13-2025

Date

Name: Joseph Signorello
Title: Mayor

Date

RESOLUTION NO. 57-25

**APPROVING THE TIME-DUE CALCULATION AND TERMS
OF FINAL PAYMENT FOR MICHAEL SMITH**

WHEREAS, Michael Smith retired from employment with the Borough of Roselle Park with his final date of employment being February 1, 2025; and,


WHEREAS, it has been agreed by the Mayor and Council of the Borough of Roselle Park and Michael Smith that the break-down of time-due compensation will be paid as follows:

<u>Description</u>	<u>Amount of Days/Hours</u>	<u>Daily/Hourly Rate</u>	<u>Amount Due</u>
2025 Vacation Days	25 Days	\$508.65	\$12,716.25
2025 Personal Days	3 Days	\$508.65	\$1,525.95
2025 Holidays	6 Days	\$508.65	\$3,051.90
2025 Compensatory Time	40.79 Hours	\$63.58	\$2,593.43
2026 Vacation Days (25 Days Prorated for 1 Month; Paid for 2.083 Days)	2.083 Days	\$508.65	\$1,059.52
Total Due			<u>\$20,947.05</u>

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 Chief Financial Officer is hereby directed to pay Michael Smith the entitled compensation at the above schedule.

ADOPTED: February 6, 2025


I hereby certify that the foregoing Resolution was acted upon by the governing body on February 6, 2025 with the below captioned results on a motion to adopt.


Andrew J. Casais, RMC
Borough Clerk

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

I hereby certify that funds are available in line item

12-0930-00-00000-


Kenneth P. Blum, Jr., CMFO
Chief Financial Officer

RESOLUTION NO. 58-25

AUTHORIZING THE BOROUGH CLERK TO AUCTION UNCLAIMED VEHICLES

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that the Borough Clerk be and is hereby authorized to sell the listed items, as is, at public auction beginning at 11:00 a.m., local prevailing time, on Thursday, February 20, 2025; and,

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

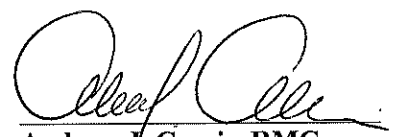
BE IT FURTHER RESOLVED that said auction shall be conducted by the Borough Clerk or by any person so designated by him with the following explicit provisions of sale:

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

Year	Make	Model	Identification Number	Minimum Bid	Location
2012	Mazda	CX7	JM3ER2CM0C0420763	\$450.00	Sisbarro
2022	Baodiao	BD1	L2BB2BCH6NB812019	\$450.00	Sisbarro
2008	Acura	TSX	JH4CL96858C021599	\$450.00	Sisbarro
2011	Nissan	Kicks	3N1CP5CU7JL541199	\$450.00	Sisbarro
2005	Honda	Civic	JHMES16525S001850	\$450.00	George's
2023	Fly E-Bike		7TYFLABC8PF000615	\$450.00	George's

ADOPTED: February 6, 2025

I hereby certify that the foregoing Resolution was acted upon by the governing body on February 6, 2025 with the below captioned results on a motion to adopt.



Andrew J. Casais, RMC
Borough Clerk

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

RESOLUTION NO. 59-25

RECOGNIZING THE RESTRUCTURING OF PHOENIX ADVISORS, LLC AS PHOENIX ADVISORS, A DIVISION OF FIRST SECURITY MUNICIPAL ADVISORS, INC.

WHEREAS, the firm Phoenix Advisors, LLC was responsive to the Request for Proposals (hereinafter, "RFP") due November 13, 2024 at 11:00 a.m. for the position of 2025 Financial Advisor; and,

WHEREAS, Resolution No. 22-25, "Appointing Phoenix Advisors, LLC as 2025 Finance Advisor," was adopted by the Mayor and Council of the Borough of Roselle Park at a meeting held on January 2, 2025; and,

WHEREAS, in correspondence dated January 22, 2025, and received by the Borough of Roselle Park on January 27, 2025, it was communicated that the firm Phoenix Advisors, LLC was restructured and renamed Phoenix Advisors, a division of First Security Municipal Advisors, Inc.; and,


WHEREAS, it is the sense of the Borough of Roselle Park to memorialize this restructuring action for purchasing and continuity purposes.

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 recognize the restructuring action of Phoenix Advisors, LLC as Phoenix Advisors, a division of First Security Municipal Advisors, Inc.; and,

BE IT FURTHER RESOLVED that Phoenix Advisors, a division of First Security Municipal Advisors, Inc shall be considered the successor entity of Phoenix Advisors, LLC and shall serve as Financial Advisor of the Borough of Roselle Park through December 31, 2025 as if originally appointed in name through the adoption of Resolution No. 22-25.

ADOPTED: February 6, 2025

I hereby certify that the foregoing Resolution was acted upon by the governing body on February 6, 2025 with the below captioned results on a motion to adopt.


Andrew J. Casais, RMC
Borough Clerk

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


RESOLUTION NO. 60-25

**ACCEPTING THE RESIGNATION OF ALBERT APOUH FROM THE
ROSELLE PARK FIRE DEPARTMENT**

BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey hereby accepts the resignation of Albert Appouh from the Roselle Park Fire Department effective January 22, 2025.

ADOPTED: February 6, 2025

I hereby certify that the foregoing Resolution was acted upon by the governing body on February 6, 2025 with the below captioned results on a motion to adopt.


Andrew J. Casais, RMC
Borough Clerk

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

RESOLUTION NO. 61-25

AUTHORIZING CHANGE ORDER NO. 1 TO R.S. CONSTRUCTION, LLC FOR THE PROJECT "ROSELLE PARK HOUSING REHABILITATION PROGRAM CASE NO. RP-56-2-01/02" IN THE AMOUNT OF A \$4,350.00 INCREASE (9.53%) TO REFLECT A TOTAL CONTRACT AMOUNT OF \$50,000.00

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

TITLE OF JOB: Roselle Park Housing Rehabilitation Program Case No. RP-56-2-01/02

CONTRACTOR: R.S. Construction, LLC

CHANGE ORDER N°: 1

AMOUNT OF CHANGE THIS RESOLUTION: \$4,350.00 (9.53% Increase) for an updated contract amount of \$50,000.00; and,

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

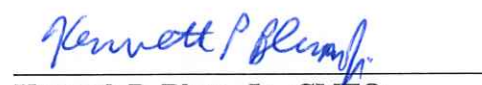
ADOPTED: February 6, 2025

I hereby certify that the foregoing Resolution was acted upon by the governing body on February 6, 2025 with the below captioned results on a motion to adopt.


Andrew J. Casais, RMC
Borough Clerk

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

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


Kenneth P. Blum, Jr., CMFO
Chief Financial Officer

RESOLUTION NO. 62-25

AUTHORIZING A PURCHASE ORDER WITH JARDIM, MEISNER, SALMON, SPRAGUE & SUSSEER, PC AS MUNICIPAL LAND USE BOARD ATTORNEY FOR THE YEAR 2025 IN AN AMOUNT NOT TO EXCEED \$10,000.00

WHEREAS, the firm Jardim, Meisner, Salmon, Sprague & Susser, PC was responsive to the Request for Proposals (RFP) due November 13, 2024 at 11:00 a.m. for the position of 2025 Municipal Land Use Board Attorney; and,

WHEREAS, the firm Jardim, Meisner, Salmon, Sprague & Susser, PC was appointed as Municipal Land Use Board Attorney of the Borough of Roselle Park for year 2025 through the Municipal Land Use Board's adoption of MLUB Resolution No. 2025-001; and,

WHEREAS, the firm Jardim, Meisner, Salmon, Sprague & Susser, PC shall perform all services as Municipal Land Use Board Attorney of the Borough of Roselle Park consistent with the response submitted by said firm; and,

WHEREAS, the governing body finds it necessary and appropriate to authorize an agreement for professional services, and funding for the same, pursuant to MLUB Resolution No. 2025-001.


NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey, hereby authorize a professional service agreement with Jardim, Meisner, Salmon, Sprague & Susser, PC, pursuant to the Fair and Open process, under *N.J.S.A. 19:44A-20.4 et seq.*, so as to likewise include compensation in the total amount not to exceed \$10,000.00; and,

BE IT FURTHER RESOLVED that charges incrementally incurred and paid associated with this contract shall be pursuant to the contract terms authorized in MLUB Resolution No. 2025-001.

ADOPTED: February 6, 2025


I hereby certify that the foregoing Resolution was acted upon by the governing body on February 6, 2025 with the below captioned results on a motion to adopt.

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


Andrew J. Casais, RMC
Borough Clerk

I hereby certify that funds are available in the

line item: 01-0240-00-01222-205


Kenneth P. Blum, Jr., CMFO
Chief Financial Officer

RESOLUTION NO. 63-25

AUTHORIZING A PURCHASE ORDER WITH THE NEGLIA GROUP AS MUNICIPAL PLANNER FOR THE YEAR 2025 IN AN AMOUNT NOT TO EXCEED \$15,000.00

WHEREAS, the Neglia Group was responsive to the Request for Proposals (RFP) due November 13, 2024 at 11:00 a.m. for the position of 2025 Municipal Planner; and,

WHEREAS, the Neglia Group was appointed as Municipal Planner of the Borough of Roselle Park for year 2025 through the Municipal Land Use Board’s adoption of MLUB Resolution No. 2025-002; and,

WHEREAS, the Neglia Group shall perform all services as Municipal Planner of the Borough of Roselle Park consistent with the response submitted by said firm; and,

WHEREAS, the governing body finds it necessary and appropriate to authorize an agreement for professional services, and funding for the same, pursuant to MLUB Resolution No. 2025-002.


NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey, hereby authorize a professional service agreement with the Neglia Group, pursuant to the Fair and Open process, under *N.J.S.A. 19:44A-20.4 et seq.*, so as to likewise include compensation in the total amount not to exceed \$15,000.00; and,

BE IT FURTHER RESOLVED that charges incrementally incurred and paid associated with this contract shall be pursuant to the contract terms authorized in MLUB Resolution No. 2025-002.

ADOPTED: February 6, 2025

I hereby certify that the foregoing Resolution was acted upon by the governing body on February 6, 2025 with the below captioned results on a motion to adopt.

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


Andrew J. Casais, RMC
Borough Clerk

I hereby certify that funds are available in the
 line item: 01-0240-00-01222-205


Kenneth P. Blum, Jr., CMFO
Chief Financial Officer

RESOLUTION NO. 64-25

AWARDING A PROFESSIONAL SERVICES CONTRACT TO THE NEGLIA GROUP FOR PROFESSIONAL PLANNING SERVICES IN SUPPORT OF THE BOROUGH OF ROSELLE PARK'S FOURTH ROUND AFFORDABLE HOUSING COMPLIANCE EFFORTS IN AN AMOUNT NOT TO EXCEED \$5,000.00

BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that a Professional Services Contract for professional planning services in support of the Borough of Roselle Park's Fourth Round affordable housing compliance efforts be awarded to the Neglia Group of 34 Park Avenue, P.O. Box 426, Lyndhurst, New Jersey 07071, for the sum not to exceed five-thousand dollars and zero cents (\$5,000.00); and,


BE IT FURTHER RESOLVED that a Purchase Order in and of itself shall act as the Professional Services Contract so authorized herein; and,

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

BE IT FURTHER RESOLVED that charges incrementally incurred and paid associated with this contract shall be pursuant to the contract terms authorized in Municipal Land Use Board Resolution No. 2025-002.

ADOPTED: February 6, 2025


I hereby certify that the foregoing Resolution was acted upon by the governing body on February 6, 2025 with the below captioned results on a motion to adopt.



Andrew J. Casais, RMC
Borough Clerk

I hereby certify that funds are available in line item 01-0240-00-03122-205.

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



Kenneth P. Blum, Jr., CMFO
Chief Financial Officer

RESOLUTION NO. 65-25

AWARDING A PROFESSIONAL SERVICES CONTRACT TO MCMANIMON, SCOTLAND & BAUMANN, LLC FOR REDEVELOPMENT COUNSEL SERVICES IN SUPPORT OF THE BOROUGH OF ROSELLE PARK'S FOURTH ROUND AFFORDABLE HOUSING COMPLIANCE EFFORTS IN AN AMOUNT NOT TO EXCEED \$5,000.00

BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that a Professional Services Contract for redevelopment counsel services in support of the Borough of Roselle Park's Fourth Round affordable housing compliance efforts be awarded to McManimon, Scotland & Baumann, LLC of 75 Livingston Avenue, Second Floor, Roseland, New Jersey 07068, for the sum not to exceed five-thousand dollars and zero cents (\$5,000.00); and,

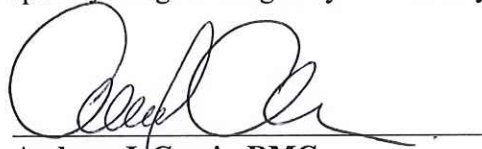
BE IT FURTHER RESOLVED that a Purchase Order in and of itself shall act as the Professional Services Contract so authorized herein; and,

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

BE IT FURTHER RESOLVED that charges incrementally incurred and paid associated with this contract shall be pursuant to the contract terms authorized in Resolution No. 29-25.

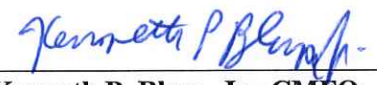
ADOPTED: February 6, 2025

I hereby certify that the foregoing Resolution was acted upon by the governing body on February 6, 2025 with the below captioned results on a motion to adopt.



**Andrew J. Casais, RMC
Borough Clerk**

I hereby certify that funds are available in line item 01-0240-00-03122-205.



**Kenneth P. Blum, Jr., CMFO
Chief Financial Officer**

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


RESOLUTION NO. 66-25

REAUTHORIZING A LEASE WITH DOWLING'S IRISH PUB AND RESTAURANT FOR THREE (3) OFF-STREET PARKING STALLS LOCATED WITHIN MUNICIPAL PARKING LOT NO. 1 IN THE AMOUNT OF \$293.00 THROUGH FEBRUARY 28, 2025

BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey hereby reauthorize a lease between Dowling's Irish Pub and Restaurant of 117 Chestnut Street, Roselle Park, New Jersey 07204, and the Borough of Roselle Park for three (3) parking spaces in Municipal Parking Lot No. 1 the amount of \$293.00 through February 28, 2025 as per Exhibit A attached hereto and considered a part hereof.

ADOPTED: February 6, 2025

I hereby certify that the foregoing Resolution was acted upon by the governing body on February 6, 2025 with the below captioned results on a motion to adopt.


 Andrew J. Casais, RMC
 Borough Clerk

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

Exhibit A of Resolution No. 66-25

PARKING LEASE AGREEMENT
DOWLING'S IRISH PUB & RESTAURANT

This Lease is made and effective on the 1st day of February, 2025, between Dowling's Irish Pub & Restaurant, located at address at 117 Chestnut Street, Roselle Park, New Jersey 07204 (hereinafter, the "Lessee"), and the Borough of Roselle Park, County of Union, State of New Jersey, located at 110 East Westfield Avenue, Roselle Park, New Jersey 07204 (hereinafter, the "Lessor").

1. The Lessee agrees to rent from the Lessor, the metered parking spaces numbered 73, 74, and 75 located within Municipal Parking Lot No 1., directly adjacent to Williams Street, in the Borough of Roselle Park, for a period of time commencing on October 8, 2024 through January 31, 2025 for the purpose containerized equipment storage. Such storage shall be explicitly for equipment in connection with ongoing construction operations at 117 Chestnut Street, Roselle Park, New Jersey 07204. The rent to be paid by the Lessee to the Lessor will a total amount of two-hundred ninety-three dollars and zero cents (\$293.00) for the duration, pursuant to the rental calculation attached hereto as **Exhibit A**. Rent is to be paid by the Lessee, in full, to the Lessor within fourteen (14) calendar days of the effective date of this agreement.
2. The Lessee will submit proof of liability insurance, naming the "Borough of Roselle Park" as an additional insured, with minimum limits of liability of not less than one million (\$1,000,000.00) dollars for all claims for bodily injury or death of any person as a direct or indirect result of the operation of the parking spaces. Proof of insurance is to be provided by the Lessee, in full, to the Lessor within fourteen (14) calendar days of the effective date of this agreement.
3. The Lessee shall be responsible for any and all equipment placed and located on the leased premises.
4. The Lessee shall indemnify the Lessor and hold harmless the Lessor for any and all damages, including legal fees and/or injuries resulting from the use and occupancy of the leased premises during the length of this Lease.

Exhibit A of Resolution No. 66-25

5. The Lessee agrees to maintain the premises in a clean and orderly manner and respond to any complaints by the Lessor concerning the status of the leased premises, including any and all requests to clean the leased property.
6. It is further agreed that this Lease shall run until February 28, 2025 and that a succeeding Lease may be made between the Lessor and Lessee if mutually agreed by the parties. There shall be no obligation of either party to negotiate a succeeding Lease.
7. It is further agreed and understood that each party has the right to cancel this Lease upon giving sixty (60) days' notice, in writing, to the other party by certified and regular mail.
8. The parties further agree that this Lease is governed by the laws of the State of New Jersey and that any disputes regarding this Lease will be resolved by binding mediation/arbitration, at which time each party will select a representative and they in turn will select a mediator to mediate/arbitrate the disputes as soon as practicable.

Joseph Signorello III
Mayor

Andrew J. Casais, RMC
Borough Clerk

Dowling's Irish Pub & Restaurant

Exhibit A of Resolution No. 66-25

Exhibit A

Parking Lease Calculation (Per Metered Space)	
Term: February 1, 2025 - February 28, 2025	
Total Days	28
Less Sundays	4
Less Holidays	1
Net Metered Days	23
Metered Hours Per Day	10
Metered Half-Hours Per Day	20
Cost Per Half-Hour	\$ 0.25
Cost per Metered Day	\$ 5.00
Cost Per Metered Space for Term	\$ 115.00
Assumed Vacancy Rate (15%)	15%
Lease Cost Per Space	\$ 98
Lease Cost For 3 Spaces	\$ 293