REGULAR MEETING – NOVEMBER 6, 2025

READ PUBLIC MEETINGS LAW ARTICLE
ROLL CALL
MOMENT OF SILENCE/PRAYER
PLEDGE OF ALLEGIANCE

COMMUNICATIONS

None

PROCLAMATIONS & PRESENTATIONS

1. Proclamation: Scarlette Gaudin

APPROVAL OF MEETING MINUTES, PENDING ANY CORRECTIONS

None

MOTION BILLS & PAYROLLS BE NOT READ AND PASSED FOR PAYMENT

PUBLIC PORTION (Time Limit of 5 Minutes Limited to Agenda Items Only)

REPORTS OF DEPARTMENTS (Time Limit 3 Minutes)

Scheduled Verbal Reports:

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

Written Reports Received:

- 1. Treasurer's Report for September 2025
- 2. Police Chief's Report for October 2025
- 3. Community Center Director's Report for October 2025

ORDINANCES FOR 2ND READING

ORD. No. 2834 AN ORDINANCE AMENDING CHAPTER 7, SECTION 14 OF THE CODE OF THE BOROUGH OF ROSELLE PARK ENTITLED, "PARKING PROHIBITED AT ALL TIMES ON CERTAIN STREETS" (Councilman Johnson and Councilwoman Lyons)

ORD. No. 2835 AN ORDINANCE AMENDING CHAPTER 10, SECTION 4, SUBSECTION 4.1 OF THE CODE OF THE BOROUGH OF ROSELLE PARK, ENTITLED "RECREATION FEES ENUMERATED" (Recreation)

ORDINANCES FOR INTRODUCTION

ORD. No. 2836 AN ORDINANCE AMENDING ORDINANCE NO. 2831, FIXING THE SALARY RANGES OF NON-UNION EMPLOYEES AND OFFICIALS OF THE BOROUGH OF ROSELLE PARK, IN THE COUNTY OF UNION, STATE OF NEW JERSEY (Business Administrator)

ORD. No. 2837

A BOND ORDINANCE TO AMEND SECTIONS 4 AND 16 OF A BOND ORDINANCE (ORDINANCE NO. 2776) ENTITLED: "A BOND ORDINANCE TO AUTHORIZE THE MAKING OF VARIOUS PUBLIC IMPROVEMENTS AND THE ACQUISITION OF NEW ADDITIONAL OR REPLACEMENT EQUIPMENT AND MACHINERY, NEW INFORMATION TECHNOLOGY EQUIPMENT AND NEW AUTOMOTIVE VEHICLES, INCLUDING ORIGINAL APPARATUS AND EQUIPMENT, IN, BY AND FOR THE BOROUGH OF ROSELLE PARK, IN THE COUNTY OF UNION, STATE OF NEW JERSEY, TO APPROPRIATE THE SUM OF \$3,987,000 TO PAY THE COST THEREOF, TO APPROPRIATE VARIOUS GRANTS, TO MAKE A DOWN PAYMENT, TO AUTHORIZE THE ISSUANCE OF BONDS TO FINANCE SUCH APPROPRIATION AND TO PROVIDE FOR THE ISSUANCE OF BOND ANTICIPATION NOTES IN ANTICIPATION OF THE ISSUANCE OF SUCH BONDS," ADOPTED ON MAY 2, 2024, AS PREVIOUSLY AMENDED BY ORDINANCE NO. 2787 ADOPTED ON AUGUST 15, 2024

CONSENT AGENDA

"ALL MATTERS LISTED WITH AN ASTERISK (*) ARE CONSIDERED TO BE ROUTINE AND NON-CONTROVERSIAL BY THE COUNCIL AND WILL BE APPROVED BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS UNLESS A MEMBER OF THE GOVERNING BODY SO REQUESTS, IN WHICH CASE THE ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED IN ITS NORMAL SEQUENCE ON THE AGENDA AS PART OF THE GENERAL ORDERS."

(Business Administrator)

RESOLUTIONS:

- * #331-25: Accepting the Resignation of Daniel LaPorte as a Member of the Roselle Park Library Board of Trustees (Borough Clerk)
- * #332-25: Accepting the Resignation of William Mongeau from the Position of Crossing Guard (Police)
- * #333-25: Authorizing an Agreement with the County of Union for the Borough of Roselle Park's Use of the Union County Leaf Conservation Center for the Purpose of Leaf Composting for Period April 1, 2025 through March 31, 2026 (Public Works)
- * #334-25: Authorizing a Shared Services Agreement with the Borough of Kenilworth for the Position of Certified Municipal Finance Officer for Calendar Year 2026 through 2028 (Business Administrator)
- * #335-25: Authorizing a Mutual Benefit and Use Agreement with AshBritt, Inc. for Disaster Debris Removal Services Pursuant to New Jersey State Contract No 23-PROS1-80092 (Business Administrator)
- * #336-25: Authorizing the Roselle Park Police Department to Cover Parking Meters for the 2025 Holiday Season (Finance)
- * #337-25: Authorizing Appropriation Transfers (Business Administrator)

- * #338-25: Authorizing an Assignment and Assumption Agreement with Jolt Charge US, Inc. (Business Administrator)
- * #339-25: Authorizing an \$8,000.00 Increase to the Professional Service Contract with Murphy Orlando, LLC as Tax Appeal Attorney for the Year 2025 Reflecting a Revised Contract Amount Not to Exceed \$25,000.00 (Finance)
- * #340-25: Promoting Alternate Crossing Guard Robert Smith to the Position of Crossing Guard (Police)

REPORTS OF BOROUGH COUNCIL/ COMMITTEES (Time Limit 7 Minutes)

REPORT OF THE MAYOR AND MAYORAL APPOINTMENTS (Time Limit 7 Minutes)

The following Mayoral appointments are effective immediately and do not require confirmation by the Borough Council:

1. Appointing Rashmi Sheth of 561 East Grant Avenue, Roselle Park, New Jersey 07204 as a Member of the Roselle Park Library Board of Trustees to fill the unexpired term of Daniel Laporte set to expire December 31, 2027.

PUBLIC PORTION (Time Limit of 4 Minutes On Any Subject)

EXECUTIVE (CLOSED) SESSION

ADJOURNMENT

NEXT REGULAR SCHEDULED MEETING OF THE MAYOR AND COUNCIL WILL BE HELD ON NOVEMBER 25, 2025

ORDINANCES FOR SECOND READING

ORDINANCE NO. 2834

AN ORDINANCE AMENDING CHAPTER 7, SECTION 14 OF THE CODE OF THE BOROUGH OF ROSELLE PARK ENTITLED, "PARKING PROHIBITED AT ALL TIMES ON CERTAIN STREETS"

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 14 of the Code of the Borough of Roselle Park be and hereby is amended as follows:

SECTION 1. Williams Street Amendments

§ 7-14 PARKING PROHIBITED AT ALL TIMES ON CERTAIN STREETS.

Name of Street	Sides	Location
[]	[]	[]
Williams Street	South and East	Between a point 549 feet easterly of the easterly curbline of Chestnut Street (CR 627) and a point 315 feet south of the southerly curbline of Charles Street; and between a point 41 feet east of the easterly curbline of Chestnut Street and a point 14 feet east therefrom

SECTION 2. Invalidity

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

SECTION 3. Inconsistent Ordinances Repealed.

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

SECTION 4. Captions and Editing Indications.

Any captions contained in this Ordinance have been included only for the purpose of facilitating reference to the various sections and are not intended and shall not be utilized to construe the intent and meaning of the text of any section. Likewise, editing indications are structured such that all strikethrough text, thusly, should be considered a deletion from exiting 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.

ORDINANCE NO. 2835

AN ORDINANCE AMENDING CHAPTER 10, SECTION 4, SUBSECTION 4.1 OF THE CODE OF THE BOROUGH OF ROSELLE PARK, ENTITLED "RECREATION FEES ENUMERATED"

BE IT ORDAINED by the Mayor and Council of the Borough of Roselle Park, County of Union and State of New Jersey that Chapter 10, Section 4, Subsection 4.1 of the Code of the Borough of Roselle Park be and hereby is amended as follows:

SECTION 1. Amendment to Fees

10-4.1 Recreation Fees Enumerated.

The fees for the Department of Recreation of the Borough of Roselle Park are hereby set as follows:

Recreation Membership Annual membership fee \$25 per person

All above Membership fees may be waived (\$0) as special circumstances. A special circumstance waiver of fees applies if an individual or family qualifies for a school-based free and reduced meal program.

All above Membership fees shall be discounted by 20% for active members of the Roselle Park Fire Department, active members of the Roselle Park Police Department, and honorably discharged United States military veterans providing sufficient proof of the same, and family members of firefighters, police officers, and military veterans living within the same household. Roselle Park residency shall be required to qualify for this fee discount. All above Membership fees shall apply to non-resident active members of the Roselle Park Fire Department and Police Department.

All civilian employees of the Borough of Roselle Park, regardless of Roselle Park residency status, shall be eligible for Membership with the Roselle Park Department of Recreation. All above Membership fees shall apply to non-resident civilian employees.

Recreation Wrestling	Fee(s)
Kindergarten through 2 nd Grade	\$75 per person
3 rd Grade through 8 th Grade	\$120 per person
Fee for Unreturned Singlet	\$100
Off Season Wrestling Program	\$60 per person

All above wrestling fees, with the exception of gear, may be waived (\$0) as special circumstances. A special circumstance waiver of fees applies if an individual or family qualifies for a school-based free and reduced meal program.

All above Wrestling fees, with the exception of gear, shall be discounted by 20% for active members of the Roselle Park Fire Department, active members of the Roselle Park Police Department, and honorably discharged United States military veterans providing sufficient proof of the same, and family members of firefighters, police officers, and military veterans living within the same household. Roselle Park residency shall be required to qualify for this fee discount. All above Membership fees shall apply to non-resident active members of the Roselle Park Fire Department and Police Department.

All civilian employees of the Borough of Roselle Park, regardless of Roselle Park residency status, may participate in Wrestling programs with the Roselle Park Department of Recreation. All above Wrestling fees shall apply to non-resident civilian employees.

Recreation Fitness and Training Center	Fee(s)
3rd to 8th grade	\$60 per person
Family registration (3 or more people)	\$55 per person
Seasonal Fitness Program	\$60 per person
T-shirt	\$12

Tank top \$15 Shorts \$16

All above Fitness and Training Center fees, with the exception of gear, may be waived (\$0) as special circumstances. A special circumstance waiver of fees applies if an individual or family qualifies for a school-based free and reduced meal program.

All above Fitness and Training Center fees, with the exception of gear, shall be discounted by 20% for active members of the Roselle Park Fire Department, active members of the Roselle Park Police Department, and honorably discharged United States military veterans providing sufficient proof of the same, and family members of firefighters, police officers, and military veterans living within the same household. Roselle Park residency shall be required to qualify for this fee discount. All above Membership fees shall apply to non-resident active members of the Roselle Park Fire Department and Police Department. All civilian employees of the Borough of Roselle Park, regardless of Roselle Park residency status, may participate in Fitness and Training Center programs with the Roselle Park Department of Recreation. All above Fitness and Training Center fees shall apply to non-resident civilian employees.

Recreation Basketball	Fee(s)
Kindergarten through 2 nd Grade	\$75 per person
3 rd Grade through 8 th Grade	\$120 per person
Off-Season Basketball Program	\$60 per person

All above Basketball fees, with the exception of gear, may be waived (\$0) as special circumstances. A special circumstance waiver of fees applies if an individual or family qualifies for a school-based free and reduced meal program.

All above Basketball fees, with the exception of gear, shall be discounted by 20% for active members of the Roselle Park Fire Department, active members of the Roselle Park Police Department, and honorably discharged United States military veterans providing sufficient proof of the same, and family members of firefighters, police officers, and military veterans living within the same household. Roselle Park residency shall be required to qualify for this fee discount. All above Membership fees shall apply to non-resident active members of the Roselle Park Fire Department and Police Department.

All civilian employees of the Borough of Roselle Park, regardless of Roselle Park residency status, may participate in Basketball programs with the Roselle Park Department of Recreation. All above Basketball fees shall apply to non-resident civilian employees.

Recreation After-School Program	Fee(s)			
Homework Club				
Individual	\$1,350 per child			
Individual - special circumstances	\$870 per child			
Family registration (3 or more children)	\$1,250 per child			
Family registration (3 or more children) - special circumstances	\$800 per child			
After Care				
Individual	\$1,150 per child			
Individual - special circumstances	\$750 per child			
Family registration (3 or more children)	\$1,050 per child			
Family registration (3 or more children) - special circumstances	\$700 per child			
Transportation (Sherman & Aldene Schools)				
Individual	\$500 per child			
Individual - special circumstances	\$350 per child			
Family registration (3 or more children)	\$460 per child			
Family registration (3 or more children) - special circumstances	\$325 per child			
Chaperone Service (Robert Gordon & Middle Schools)				
Individual	\$200 per child			
Individual - special circumstances	\$150 per child			
Family registration (3 or more children)	\$195 per child			
Family registration (3 or more children) - special circumstances	\$145 per child			

Late Fees

After 5 Minutes of Program Ending

\$2 per minute per child

After 5 Minutes of Program Ending – Special Circumstances

\$1 per minute per child

Eligibility for a special circumstance rate as part of the after-school program applies if an individual or family qualifies for a school-based free and reduced meal program.

All above Recreation After-School Program fees, except for late fees, shall be discounted by 20% for active members of the Roselle Park Fire Department, active members of the Roselle Park Police Department, and honorably discharged United States military veterans providing sufficient proof of the same, and family members of firefighters, police officers, and military veterans living within the same household. Roselle Park residency shall be required to qualify for this fee discount. All above Membership fees shall apply to non-resident active members of the Roselle Park Fire Department and Police Department.

All civilian employees of the Borough of Roselle Park, regardless of Roselle Park residency status, may participate in After-School programs with the Roselle Park Department of Recreation. All above After-School fees shall apply to non-resident civilian employees.

Recreation Volleyball

Fee(s)

Off Season Girls Volleyball Program

\$60

All above Volleyball fees, with the exception of gear, may be waived (\$0) as special circumstances. A special circumstance waiver of fees applies if an individual or family qualifies for a school-based free and reduced meal program.

All above Recreation Volleyball fees, with the exception of gear, shall be discounted by 20% for active members of the Roselle Park Fire Department, active members of the Roselle Park Police Department, and honorably discharged United States military veterans providing sufficient proof of the same, and family members of firefighters, police officers, and military veterans living within the same household. Roselle Park residency shall be required to qualify for this fee discount. All above Membership fees shall apply to non-resident active members of the Roselle Park Fire Department and Police Department.

All civilian employees of the Borough of Roselle Park, regardless of Roselle Park residency status, may participate in Volleyball programs with the Roselle Park Department of Recreation. All above Volleyball fees shall apply to non-resident civilian employees.

Intramural Sports & Activities	Fee(s)
Flag Football – Girls (Grades 9-12)	\$60 per person
Adult Basketball Program	\$60 per person
Zumba/Yoga	\$60 per person
RecRiders Summer Program	\$200 per person
Soccer Summer Camp (Grades 6-12)	\$135 per person
RP-PAC (Performing Arts)	\$60 per person
Cheer	\$60 per person
Softball/Baseball Training	\$60 per person
Track & Field Training	\$60 per person
Coding & STEM	\$60 per person
Golf Simulator Rental Fee	\$60 per event

All above Intramural Sports & Activities fees, with the exception of gear, may be waived (\$0) as special circumstances. A special circumstance waiver of fees applies if an individual or family qualifies for a school-based free and reduced meal program.

All above Intramural Sports & Activities fees shall be discounted by 20% for active members of the Roselle Park Fire Department, active members of the Roselle Park Police Department, and honorably discharged United States military veterans providing sufficient proof of the same, and family members of firefighters, police officers, and military veterans living within the same household. Roselle Park residency shall be required to qualify for this fee discount. All above Membership fees shall apply to non-resident active members of the Roselle Park Fire Department and Police Department.

All civilian employees of the Borough of Roselle Park, regardless of Roselle Park residency status, may participate in Intramural Sports & Activities with the Roselle Park Department of Recreation. All above

Intramural Sports & Activities fees shall apply to non-resident civilian employees.

Recreation Flag Football (Grades K – 8)	Fee(s)
Individual	\$120 per person
Family (3 or more)	\$105 per person
Pre-Season Clinics	\$60 per person

All above Recreation Flag Football fees, with the exception of gear, may be waived (\$0) as special circumstances. A special circumstance waiver of fees applies if an individual or family qualifies for a school-based free and reduced meal program.

All above Recreation Flag Football fees, with the exception of gear, shall be discounted by 20% for active members of the Roselle Park Fire Department, active members of the Roselle Park Police Department, and honorably discharged United States military veterans providing sufficient proof of the same, and family members of firefighters, police officers, and military veterans living within the same household. Roselle Park residency shall be required to qualify for this fee discount. All above Membership fees shall apply to non-resident active members of the Roselle Park Fire Department and Police Department.

All civilian employees of the Borough of Roselle Park, regardless of Roselle Park residency status, may participate in Flag Football programs with the Roselle Park Department of Recreation. All above Flag Football fees shall apply to non-resident civilian employees.

Recreation Co-Ed Tennis	Fee(s)
Individual (Grades 3 – 12)	\$60 per person
Family (3 or more children)	\$55 per person
Fall/Spring Seasonal Co-Ed Tennis Program	\$60 per person

All above Recreation Co-Ed Tennis fees, with the exception of gear, may be waived (\$0) as special circumstances. A special circumstance waiver of fees applies if an individual or family qualifies for a school-based free and reduced meal program.

All above Recreation Co-Ed Tennis fees, with the exception of gear, shall be discounted by 20% for active members of the Roselle Park Fire Department, active members of the Roselle Park Police Department, and honorably discharged United States military veterans providing sufficient proof of the same, and family members of firefighters, police officers, and military veterans living within the same household. Roselle Park residency shall be required to qualify for this fee discount. All above Membership fees shall apply to non-resident active members of the Roselle Park Fire Department and Police Department.

All civilian employees of the Borough of Roselle Park, regardless of Roselle Park residency status, may participate in Recreation Co-Ed Tennis programs with the Roselle Park Department of Recreation. All above Co-Ed Tennis fees shall apply to non-resident civilian employees.

Youth Center Rental for Priv	ate Parties	Fee(s)
Up to and including 5 hours	Roselle Park Residents	\$800 (which includes \$200 non- refundable deposit and proof of insurance)
Op to and including 5 hours	Non-Roselle Park Residents	\$1,000 (which includes \$250 non- refundable deposit and proof of insurance)
Over 5 hours	Roselle Park Residents Non-Roselle Park Residents	\$200 per hour \$250 per hour

SECTION 2. Invalidity

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

SECTION 3. Inconsistent Ordinances Repealed.

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

SECTION 4. Captions and Editing Indications.

Any captions contained in this Ordinance have been included only for the purpose of facilitating reference to the various sections and are not intended and shall not be utilized to construe the intent and meaning of the text of any section. Likewise, editing indications are structured such that all strikethrough text, thusly, should be considered a deletion from exiting 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.

ORDINANCES FOR INTRODUCTION

ORDINANCE NO. 2836

AN ORDINANCE AMENDING ORDINANCE NO. 2831, FIXING THE SALARY RANGES OF NON-UNION EMPLOYEES AND OFFICIALS OF THE BOROUGH OF ROSELLE PARK, IN THE COUNTY OF UNION, STATE OF NEW JERSEY

WHEREAS, the Mayor and Council (hereinafter, the "Governing Body" adopted Ordinance No. 2831 on October 2, 2025 which fixed the salary ranges of non-union employees and officials of the municipality; and,

WHEREAS, from time to time the Governing Body has found it necessary to amend its Ordinances which fix the salary ranges for employees and officials of the municipality; and,

WHEREAS, the Governing Body wishes to adopt the forgoing Ordinance amending Ordinance No. 2824 toward the same purpose of fixing the salary ranges of non-union employees and officials.

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 non-union positions shall be entitled to an annual salary or salary rate as hereinafter set forth opposite each respective classification:

POSITION	MINIMUM	MAXIMUM
Mayor	\$ 10,000.00	\$ 20,000.00
Councilmember	\$ 5,000.00	\$ 15,000.00
Borough Clerk	\$ 60,000.00	\$ 160,000.00
Chief Administrative Officer	\$ 0.00	\$ 130,000.00
Deputy Chief Administrative Officer	\$ 0.00	\$ 12,000.00
Qualified Purchasing Agent	\$ 12,000.00	\$ 25,000.00
Assessment Search Officer	\$ 0.00	\$ 4,500.00
Deputy Borough Clerk	\$ 50,000.00	\$ 90,000.00
Alternate Deputy Borough Clerk	\$ 40,000.00	\$ 60,000.00
Community Center Director	\$ 30,000.00	\$ 100,000.00
Public Information Officer	\$ 2,500.00	\$ 7,500.00
Chief Financial Officer	\$ 45,000.00	\$ 240,000.00
Assistant Treasurer	\$ 40,000.00	\$ 90,000.00
Tax Assessor	\$ 9,000.00	\$ 25,000.00
Tax Collector	\$ 10,000.00	\$ 125,000.00
Tax Search Officer	\$ 2,000.00	\$ 4,500.00
Municipal Land Use Board Clerk	\$ 2,000.00	\$ 14,000.00
Fire Chief	\$ 6,000.00	\$ 15,000.00
Deputy Fire Chief	\$ 2,000.00	\$ 6,000.00
Fire Captain	\$ 700.00	\$ 5,000.00
Fire Lieutenant	\$ 700.00	\$ 2,300.00
Fire Engineer	\$ 700.00	\$ 2,300.00
Fire Prevention Official	\$ 10,000.00	\$ 20,000.00
Fire Prevention Chief Inspector	\$ 8,000.00	\$ 18,000.00
Fire Prevention Inspector	\$ 850.00	\$ 5,000.00
Fire Prevention Clerk	\$ 1,800.00	\$ 4,500.00
Police Chief	\$ 75,000.00	\$ 200,000.00

Police Captain	\$ 58,000.00	\$ 185,000.00
Class II Special Officer	\$ 30.00 per hour	\$ 50.00 per hour
Class III Special Officer	\$ 30.00 per hours	\$ 50.00 per hour
Parking Enforcement Officer	\$ 20.00 per hour	\$ 35.00 per hour
Part Time Clerk	\$ 15.49 16.00 per hour	\$ 25.00 per hour
Emergency Management Coordinator	\$ 2,000.00	\$ 10,000.00
Deputy Emergency Management	\$ 0.00	\$ 8,000.00
Coordinator		•
Custodian of Municipal Buildings	\$ 25,000.00	\$ 50,000.00
Part Time Custodian	\$ 15.49 16.00 per hour	\$ 25.00 per hour
Recycling Coordinator	\$ 2,000.00	\$ 15,000.00
Registrar of Vital Statistics	\$ 0.00	\$ 10,000.00
Deputy Registrar of Vital Statistics	\$ 0.00	\$ 5,000.00
Recreation Director	\$ 25,000.00	\$ 60,000.00
Assistant Recreation Director	\$ 20,000.00	\$ 40,000.00
Recreation Coordinator	\$ 2,000.00	\$ 3,000.00
Recreation Secretary/Clerk	\$ 900.00	\$ 3,000.00
Full-Time Community Center Clerk	\$ 33,000.00	\$ 43,000.00
Part-Time Community Center Clerk	\$ 15.49 16.00 per hour	\$ 25.00 per hour
Community Center Events and	\$ 75.65 per event	\$100.00 per event
Activities Staff (up to 5 hours)	+ / · · · · · · · · · · · · · · · · · ·	+
Community Center Events and	\$ 15.49 16.00 per hour	\$ 25.00 per hour
Activities Staff (over 5 hours)	ψ 10.13 10.00 per neur	Ф 20 (00 рег неся
Construction Code Official/Building	\$ 50,000.00	\$ 170,000.00
Subcode Official/Inspector	<i>\$ 20,000.00</i>	ψ 1, σ,σσσσσσ
Building Inspector	\$ 35.00 per hour	\$ 60.00 per hour
Electrical Subcode Official	\$ 15,000.00	\$ 30,000.00
Electrical Inspector	\$ 35.00 per hour	\$ 60.00 per hour
Fire Subcode Official/Inspector	\$ 35.00 per hour	\$ 60.00 per hour
Plumbing Subcode Official/Inspector	\$ 35.00 per hour	\$ 60.00 per hour
Covering Inspectors	\$ 35.00 per hour	\$ 60.00 per hour
Part Time Deputy Code Enforcement	ф 33.00 per пош	ψ σσ.σσ per nour
Officer	\$ 35,000.00	\$ 55,000.00
Multi-Dwelling Administrator	\$ 4,000.00	\$ 15,000.00
Control Person	\$ 20,000.00	\$ 50,000.00
Control Person and Assistant Zoning	\$ 20,000.00	\$ 60,000.00
Officer	\$ 20,000.00	\$ 00,000.00
Zoning Officer	\$ 500.00	\$ 20,000.00
Farmers Market Manager	\$ 2,500.00	\$ 6,000.00
Municipal Judge	\$ 15,000.00	\$ 50,000.00
Court Administrator	\$ 25,000.00	\$ 120,000.00
Deputy Court Administrator	\$ 25,000.00	\$ 80,000.00
Violations Clerk	\$ 25,000.00	\$ 60,000.00
Clean Communities Coordinator	\$ 1,500.00	\$ 3,000.00
Full Time Bus Driver	\$ 45,000.00	\$ 55,000.00 \$ 55,000.00
Part Time Bus Driver	\$ 15.49 16.00 per hour	\$ 30.00 per hour
Municipal Housing Liaison	\$ 0.00 per flour	\$ 10,000.00
Municipal Alliance Coordinator	\$ 4,400.00	\$ 16,000.00
After-School Program Director	\$ 20,000.00	\$ 10,000.00
Program Enterprise Clerk	\$ 5,000.00	\$ 15,000.00
Adult Counselor (w/ Teaching Certificate)	\$ 20.00 per hour	\$ 30.00 per hour

Adult Counselor (w/o Teaching Certificate)\$ 18.00 per hour\$ 25.00 per hourHigh School Counselor\$ 15.49 16.00 per hour\$ 18.00 per hourCollege Counselor\$ 15.49 16.00 per hour\$ 20.00 per hour

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 thus should be considered a deletion from Borough Code, and all bolded text **thus** should be considered an addition to Borough Code.

SECTION 6. Effective Date.

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

ORDINANCE NO. 2837

A BOND ORDINANCE TO AMEND SECTIONS 4 AND 16 OF A BOND ORDINANCE (ORDINANCE NO. 2776) ENTITLED: "A BOND ORDINANCE TO AUTHORIZE THE MAKING OF VARIOUS PUBLIC IMPROVEMENTS AND THE ACQUISITION OF NEW ADDITIONAL OR REPLACEMENT EQUIPMENT AND MACHINERY, NEW INFORMATION TECHNOLOGY EQUIPMENT AND NEW AUTOMOTIVE VEHICLES, INCLUDING ORIGINAL APPARATUS AND EQUIPMENT, IN, BY AND FOR THE BOROUGH OF ROSELLE PARK, IN THE COUNTY OF UNION, STATE OF NEW JERSEY, TO APPROPRIATE THE SUM OF \$3,987,000 TO PAY THE COST THEREOF, TO APPROPRIATE VARIOUS GRANTS, TO MAKE A DOWN PAYMENT, TO AUTHORIZE THE ISSUANCE OF BONDS TO FINANCE SUCH APPROPRIATION AND TO PROVIDE FOR THE ISSUANCE OF BOND ANTICIPATION NOTES IN ANTICIPATION OF THE ISSUANCE OF SUCH BONDS," ADOPTED ON MAY 2, 2024, AS PREVIOUSLY AMENDED BY ORDINANCE NO. 2787 ADOPTED ON AUGUST 15, 2024

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

SECTION 1.

Section 4 of Ordinance No. 2776, entitled:

"A BOND ORDINANCE TO AUTHORIZE THE MAKING OF VARIOUS PUBLIC IMPROVEMENTS AND THE ACQUISITION OF NEW ADDITIONAL OR REPLACEMENT EQUIPMENT AND MACHINERY, NEW INFORMATION TECHNOLOGY EQUIPMENT AND NEW AUTOMOTIVE VEHICLES, INCLUDING ORIGINAL APPARATUS AND EQUIPMENT, IN, BY AND FOR THE BOROUGH OF ROSELLE PARK, IN THE COUNTY OF UNION, STATE OF NEW JERSEY, TO APPROPRIATE THE SUM OF \$3,987,000 TO PAY THE COST THEREOF, TO APPROPRIATE VARIOUS GRANTS, TO MAKE A DOWN PAYMENT, TO AUTHORIZE THE ISSUANCE OF BONDS TO FINANCE SUCH APPROPRIATION AND TO PROVIDE FOR THE ISSUANCE OF BOND ANTICIPATION NOTES IN ANTICIPATION OF THE ISSUANCE OF SUCH BONDS"

adopted by the Borough Council of the Borough of Roselle Park, in the County of Union, New Jersey (the "Borough") on May 2, 2024, as previously amended by Ordinance No. 2787 adopted on August 15, 2024 (collectively, the "Prior Ordinance"), is hereby amended to (A)(i) change the purpose authorized in Section 4.H. from undertaking of road improvements at various locations to undertaking of various improvements to Acker Park; and (ii) increase the period of usefulness in Section 4.H. from 10 years to 15 years (an increase of 5 years); (B)(i) increase the appropriation and estimated cost in Section 4.I. from \$1,600,000 to \$2,055,000 (an increase of \$455,000); (ii) increase the down payment appropriated in Section 4.I. from \$10,000 to \$32,000 (an increase of \$22,000); and (iii) increase the bonds and notes authorized in Section 4.I. from \$40,000 to \$473,000 (an increase of \$433,000); (C)(i) decrease the appropriation and estimated cost in Section 4.L. from \$800,000 to \$555,000 (a decrease of \$245,000); (ii) decrease the down payment appropriated in Section 4.L. from \$37,979 to \$25,979 (a decrease of \$12,000); and (iii) decrease the bonds and notes authorized in Section 4.L. from \$450,000 to \$217,000 (a decrease of \$233,000); and (D)(i) decrease the appropriation and estimated cost in Section 4.M. from \$600,000 to \$390,000 (a decrease of \$210,000); (ii) decrease the down payment appropriated in Section 4.M. from \$30,000 to \$20,000 (a decrease of \$10,000); and (iii) decrease the bonds and notes authorized in Section 4.M. from \$350,000 to \$150,000 (a decrease of \$200,000); and shall hereafter read as follows:

"Section 4. The several purposes hereby authorized for the financing of which said obligations are to be issued are set forth in the following "Schedule of Improvements, Purposes and Amounts" which schedule also shows (l) the amount of the appropriation and the estimated cost of each such purpose, and (2) the amount of each sum which is to be provided by the various grants hereinafter appropriated, and (3) the amount of each sum which is to be provided by the down payment hereinafter appropriated to finance such purposes, and (4) the estimated maximum amount of bonds and notes to be issued for each such purpose, and (5) the period of usefulness of each such purpose, according to its reasonable life, computed from the date of said bonds:

SCHEDULE OF IMPROVEMENTS, PURPOSES AND AMOUNTS

A. Acquisition of new additional or replacement equipment and machinery for the use of the Department of Public Works, including, but not limited to, various signs.

Appropriation and Estimated Cost	\$	50,000
Down Payment Appropriated	\$	10,000
Bonds and Notes Authorized	\$	40,000
Period of Usefulness	1	0 years

B. Acquisition of new additional or replacement equipment and machinery consisting of turnout gear for the use of the Fire Department.

Appropriation and Estimated Cost	\$	75,000
Federal Grant Appropriated	\$	75,000
Period of Usefulness	5	years

C. Acquisition of new additional or replacement equipment and machinery and new automotive vehicles, including original apparatus and equipment, for the use of the Police Department, including, but not limited to, (i) firearms, (ii) SUVs and (iii) interview equipment for the Detective Bureau.

Appropriation and Estimated Cost	\$ 245,000
Down Payment Appropriated	\$ 25,000
Bonds and Notes Authorized	\$ 220,000
Period of Usefulness	5 years

D. Acquisition of new information technology equipment consisting of computer equipment for the use of various Borough departments, offices and agencies.

Appropriation and Estimated Cost	\$	25,000
Down Payment Appropriated	\$	5,000
Bonds and Notes Authorized	\$	20,000
Period of Usefulness	5 :	years

E. Undertaking of various improvements to public buildings and property.

Appropriation and Estimated Cost	\$ 200,000
Down Payment Appropriated	\$ 10,000
Bonds and Notes Authorized	\$ 190,000

15 years

F. Undertaking of sidewalk improvements at various locations.

Appropriation and Estimated Cost	\$	50,000
Down Payment Appropriated	\$	10,000
Bonds and Notes Authorized	\$	40,000
Period of Usefulness	10) years

G. Undertaking of painting and installation of banners at the railroad trestles.

Appropriation and Estimated Cost	\$	37,000
Down Payment Appropriated	\$	7,000
Bonds and Notes Authorized	\$	30,000
Period of Usefulness	5 y	years

H. Undertaking of various improvements to Acker Park.

Appropriation and Estimated Cost	\$ 150,000
Down Payment Appropriated	\$ 10,000
Bonds and Notes Authorized	\$ 140,000
Period of Usefulness	15 years

I. Undertaking of various improvements to Acker Park.

Appropriation and Estimated Cost	\$2,055,000
State Grant Appropriated	\$1,500,000
County Grant Appropriated	\$ 50,000
Down Payment Appropriated	\$ 32,000
Bonds and Notes Authorized	\$ 473,000
Period of Usefulness	15 years

J. Undertaking of various improvements to Boy Scout Park.

Appropriation and Estimated Cost	\$ 130,000
Down Payment Appropriated	\$ 10,000
Bonds and Notes Authorized	\$ 120,000
Period of Usefulness	15 years

K. Undertaking of stormwater system mapping in connection with future stormwater improvements.

Appropriation and Estimated Cost	\$ 25,000
State Grant Appropriated	\$ 25,000
Period of Usefulness	15 years

L. Improvement of (i) Avon Street (from East Westfield Avenue to Magie Avenue), (ii) Berwyn Street (from East Westfield Avenue to East Grant Avenue) and (iii) various other Borough roads. It is hereby determined and stated that said roads being improved are of "Class B" or equivalent construction as defined in Section 22 of the Local Bond Law (Chapter 2 of Title 40A of the New Jersey Statutes Annotated, as amended; the "Local Bond Law").

Appropriation and Estimated Cost	\$ 555,000
State Grant Appropriated	\$ 312,021
Down Payment Appropriated	\$ 25,979
Bonds and Notes Authorized	\$ 217,000
Period of Usefulness	10 years

M. Improvement of (i) Grant Avenue (from Locust Street to Union Road) and (ii) various other Borough roads. It is hereby determined and stated that said roads being improved are of "Class B" or equivalent construction as defined in Section 22 of the Local Bond Law.

Appropriation and Estimated Cost	\$ 390,000
Federal Grant Appropriated	\$ 220,000
Down Payment Appropriated	\$ 20,000
Bonds and Notes Authorized	\$ 150,000
Period of Usefulness	10 years
Aggregate Appropriation and Estimated Cost	\$3,987,000
Aggregate Grants Appropriated	\$2,182,021
Aggregate Down Payment Appropriated	\$ 164,979
Aggregate Amount of Bonds and Notes	
Authorized	\$1,640,000."

SECTION 2.

Section 16 of the Prior Ordinance is hereby amended to increase the average period of usefulness of the purposes authorized from 10.24 years to 11.99 years (an increase of 1.75 years), and shall hereafter read as follows:

"Section 16. It is hereby determined and declared that the average period of usefulness of said purposes, according to their reasonable lives, taking into consideration the respective amounts of bonds or notes authorized for said purposes, is a period of 11.99 years computed from the date of said bonds."

SECTION 3.

The capital budget is hereby amended to conform with the provisions of this amendatory bond ordinance to the extent of any inconsistency therewith and the resolutions promulgated by the Local Finance Board showing full detail of the amended capital budget and capital program as approved by the Director, Division of Local Government Services, is on file with the Borough Clerk and is available for public inspection.

SECTION 4.

This Ordinance shall take effect twenty days after the first publication thereof after final passage.

RESOLUTIONS

RESOLUTION NO. 331-25

ACCEPTING THE RESIGNATION OF DANIEL LAPORTE AS A MEMBER OF THE ROSELLE PARK LIBRARY BOARD OF TRUSTEES

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 Daniel Laporte as a member of the Roselle Park Library Board of Trustees effective immediately.

RESOLUTION NO. 332-25

ACCEPTING THE RESIGNATION OF WILLIAM MONGEAU FROM THE POSITION OF CROSSING GUARD

BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey hereby accepts the retirement of William Mongeau from the position of Crossing Guard effective October 14, 2025.

RESOLUTION NO. 333-25

AUTHORIZING AN AGREEMENT WITH THE COUNTY OF UNION FOR THE BOROUGH OF ROSELLE PARK'S USE OF THE UNION COUNTY LEAF CONSERVATION CENTER FOR THE PURPOSE OF LEAF COMPOSTING FOR PERIOD APRIL 1, 2025 THROUGH MARCH 31, 2026

BE IT RESOLVED that the Mayor and Council (hereinafter, the "Governing Body") of the Borough of Roselle Park, County of Union, State of New Jersey (hereinafter, the "Borough") hereby authorize an agreement between the County of Union (hereafter, the "County") and the Borough for the Borough's use of the County Conservation Center for the purpose of composting leaves for the 2025-2026 leaf season; and,

BE IT RESOLVED that the 2025-2026 established rates shall be as follows: \$6.00 per yard (loose material), and \$8.00 per yard (compacted); and,

BE IT FURTHER RESOLVED that the Mayor, Chief Administrative Officer, and Borough Clerk are hereby authorized to acknowledge the Memorandum of Understanding and execute an Indemnification Agreement regarding the Borough's use of the County Conservation Center for the purpose of composting leaves during the 2025-2026 season.

RESOLUTION NO. 334-25

AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE BOROUGH OF KENILWORTH FOR THE POSITION OF CERTIFIED MUNICIPAL FINANCE OFFICER FOR CALENDAR YEAR 2026 THROUGH 2028

- **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 Roselle Park presently employs a Chief Financial Officer/Treasurer who holds the certification of Certified Municipal Finance Officer (hereinafter, "CMFO"); and,
- **WHEREAS**, the Borough of Kenilworth is in need of a CMFO to work as its Chief Financial Officer/Treasurer and perform such duties outlined in N.J.A.C. 5:32-2.1; and,
- WHEREAS, the Boroughs of Roselle Park and Kenilworth have determined that it would be mutually beneficial to enter into a Shared Services Agreement whereby the Borough of Roselle Park would act as the "Lead Agency" and provide its aforementioned certified personnel, their expertise, and labor to the Borough of Kenilworth to assist in their fulfillment of requirements of state statue and general needs.
- **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 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. 334-25

SHARED SERVICES AGREEMENT

This SHARED SERVICE AGREEMENT (the "Agreement") is entered into this 1st day of January 2026 by and between:

Borough of Roselle Park ("Roselle Park") 110 East Westfield Avenue, Roselle Park, NJ 07204

AND

Borough of Kenilworth ("Kenilworth") 567 Boulevard, Kenilworth, NJ 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, Roselle Park presently employs a Chief Financial Officer/Treasurer who holds the certification of Certified Municipal Finance Officer (CMFO); and,

WHEREAS, Kenilworth is in need of certain "Contemplated Services" further defined for the purposes of the foregoing agreement as a Certified Municipal Finance Officer (CMFO) to work as its Chief Financial Officer/Treasurer and perform such duties outlined in N.J.A.C. 5:32-2.1; and,

WHEREAS, Roselle Park and Kenilworth have determined that it would be mutually beneficial to enter into the foregoing Agreement whereby Roselle Park would act as the "Lead Agency" and provide its aforementioned certified personnel, their expertise, and labor to Kenilworth to assist Kenilworth in their fulfillment of requirements of state statue and the needs of Kenilworth; and,

WHEREAS, the parties to this Agreement desire to enter into the same effective January 1, 2026 through December 31, 2028 which will allow the Roselle Park Certified Municipal Financial Officer to provide the Contemplated Services during regular business hours and be available for public meetings when needed; and,

WHEREAS, Roselle Park is prepared to provide the Contemplated Services by this Shared Service Agreement to Kenilworth; and,

Exhibit A of Resolution No. 334-25

WHEREAS, the consideration for these Contemplated Services would be seventy-eight thousand dollars and zero cents (\$78,000.00) for calendar year 2026, eighty-one thousand dollars and zero cents (\$81,000.00) for calendar year 2027, and eighty-four thousand dollars and zero cents (\$84,000.00) for calendar year 2028, paid in equal quarterly installments.

NOW THEREFORE, in consideration to the promises, mutual covenants, understanding and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by all parties it is agreed by and between the parties as follows:

- Effective January 1, 2026 through and including December 31, 2028 Roselle Park will perform all Contemplated Services for Kenilworth as provided herein and restated here as follows:
 - A. The Roselle Park Certified Municipal Finance Officer (CMFO) will work as the Kenilworth Chief Financial Officer/Treasurer and perform such duties outlined in N.J.A.C. 5:32-2.1; and,
- 2. The Roselle Park Certified Municipal Financial Officer (CMFO) will perform the duties and services outlined in Paragraph 1 (above) for Kenilworth as-needed including, when appropriate, via remote access as necessary to perform the duties.
- 3. While acting in his certified capacity for Kenilworth the aforementioned Roselle Park employee will report to Kenilworth's Governing Body, or the Governing Body's designee, in all matters needed to maintain state statute, administrative regulation, continuity of operation, and professionalism, on a routine basis.
- 4. Roselle Park shall continue to provide all compensation to its personnel affected by the Agreement in the same manner as said employee is currently receiving compensation and benefits, or with such adjustments as approved and authorized within the sole discretion of the Roselle Park Governing Body.
- 5. Roselle Park shall be paid the total sum of seventy-eight thousand dollars and zero cents (\$78,000.00) for calendar year 2026, eighty-one thousand dollars and zero cents

Exhibit A of Resolution No. 334-25

(\$81,000.00) for calendar year 2027, and eighty-four thousand dollars and zero cents (\$84,000.00) for calendar year 2028, representing payment for services rendered by Roselle Park. Said future payments shall be made in equal installments on a quarterly basis on April 1st, July 1st October 1st and December 1st of each calendar year.

6. This Agreement may be terminated by Roselle Park or Kenilworth with thirty (30) days written notice to the other party, unless mutually agreed between Roselle Park and Kenilworth that said termination should be effective earlier.

IN WITNESS WHEREOF, Roselle Park and Kenilworth, by and through their duly authorized representatives, have hereunder set their hand and corporate seals executing this Agreement:

BOROUGH OF ROSELLE PARK:	BOROUGH OF KENILWORTH		
Joseph Signorello III Mayor	Linda Karlovitch Mayor		
ATTEST (ROSELLE PARK):	ATTEST (KENILWORTH):		
Andrew J. Casais, RMC Municipal Clerk	Laura Reinertsen, RMC Municipal Clerk		
Dated:	Dated:		
(SEAL)	(SEAL)		

RESOLUTION NO. 335-25

AUTHORIZING A MUTUAL BENEFIT AND USE AGREEMENT WITH ASHBRITT, INC. FOR DISASTER DEBRIS REMOVAL SERVICES PURSUANT TO NEW JERSEY STATE CONTRACT NO. 23-PROS1-80092

WHEREAS, it is the Borough of Roselle Park's objective to be as prepared as possible for all events, natural and manmade, that could adversely impact the public health, safety, and welfare; and,

WHEREAS, specifically, the Borough of Roselle Park finds it to be in the public interest to proactively plan for and ultimately provide for expedient removal of debris resulting from a storm or manmade disaster-level event; and,

WHEREAS, the governing body seeks to proactively enter into agreement with a reputable, high-quality vendor to provide for disaster debris removal services during declared emergencies.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that it hereby authorizes a Mutual Benefit and Use Agreement with AshBritt, Inc. of 565 East Hillsboro Boulevard, Deerfield Beach, Florida 33441 for disaster debris removal services pursuant to New Jersey State Contract No. 23-PROS1-80092 expiring June 30, 2027; 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 Mutual Benefit and Use Agreement.

RESOLUTION NO. 336-25

AUTHORIZING THE ROSELLE PARK POLICE DEPARTMENT TO COVER PARKING METERS FOR THE 2025 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 1, 2025 through Saturday, January 3, 2026.

RESOLUTION NO. 337-25

AUTHORIZING APPROPRIATION TRANSFERS

WHEREAS, it is the attestation of the Chief Financial Officer that it will become necessary to expend, for some of the purposes specified in the 2025 Municipal Budget, an excess of the respective sums appropriated; and,

WHEREAS, it is the further attestation of the Chief Financial Officer that there is an excess in one or more appropriations over and above the amount deemed necessary to fulfill the purposes of such appropriations; and,

WHEREAS, *N.J.S.A.* 40:4-58 permits certain appropriation transfers during the last two (2) months of the fiscal year; and,

WHEREAS, the Governing Body of the Borough of Roselle Park wish to authorize the Chief Financial Officer to effectuate certain appropriation transfers prior to the end of the fiscal year such that excess sums may be transferred to those deemed to be insufficient.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey, with not less the two-thirds of the Governing Body's full membership concurring, that the Chief Financial Officer be authorized and directed, pursuant to *N.J.S.A.* 40:4-58, to transfer certain excess appropriations to those deemed inefficient within the 2025 Municipal Budget without the need for further action of the Governing Body.

RESOLUTION NO. 338-25

AUTHORIZING AN ASSIGNMENT AND ASSUMPTION AGREEMENT WITH JOLT CHARGE US, INC.

WHEREAS, on August 19, 2021 the governing body adopted Resolution No. 232-21 which authorized the execution of a lease agreement (hereinafter, the "Lease") with Volta Charging, LLC for three (3) level 2 electric vehicle charging station in Municipal Parking Lot No. 1, commonly known as the "Chestnut Street parking Lot;" and,

WHEREAS, during the term of the Lease, Volta Charing, LLC was acquired by Equilon Enterprises, LLC, doing business as Shell Oil Products US; and,

WHEREAS, Shell Oil Products US no longer wishes to conduct operations pursuant to the Lease, and instead seeks to assign the Lease to Jolt Charge US, Inc.; and,

WHEREAS, Jolt Charge US, Inc. agrees to assume the Lease from Shell Oil Products US, pending the consent of the Borough of Roselle Park, as landlord.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey does hereby authorize an Assignment as Assumption Agreement in a form similar to Exhibit A, which is attached hereto and shall be considered a part hereof; and,

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are duly authorized and directed to execute all documents in furtherance of Assignment and Assumption Agreement referred to herein.

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement ("Assignment")	ignment") is made this day of	of
, 2025 between	, Equilon Enterprises LLC DB.	A
Shell Oil Products US as successor in interest to Volta Ch	narging, LLC ("Assignor") and Jo	lt
Charge US Inc., a Delaware Corporation, 850 New Burton R	oad, Suite 201, Dover, Kent, 19904	4,
Delaware ("Assignee"), joined with the Borough of Roselle	Park, a municipal corporation of th	ıe
State of New Jersey, 110 East Westfield Avenue, Roselle Par	rk, New Jersey 07204 ("Landlord").
Assignor, Assignee and Landlord are sometimes collectively	referred to herein as "Parties".	

Recitals:

- A. WHEREAS, Assignor is a party to that certain Charging Station Lease Agreement dated August 25, 2021, as amended or assigned, and identified on <u>Exhibit A</u> (collectively, the "*Lease*") for the premises more particularly described therein (the "*Property*").
- B. WHEREAS, Assignor desires to assign all of its rights, title, and interest in the Lease to Assignee; and Assignee desires to accept such assignment in accordance with the terms hereof.

Agreement:

NOW THEREFORE, in consideration of the Recitals, the covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree and acknowledge as follows:

- 1. <u>Capitalized Terms</u>: Capitalized terms not otherwise defined herein shall have the meaning specified in the Lease.
- 2. <u>Assignment</u>: Assignor hereby assigns to Assignee all of Assignor's rights, title, and interests in and to the Lease and the assets reflected in Exhibit B as of the Effective Date (as hereinafter defined).
- 3. <u>Assumption</u>: As of the Effective Date, Assignee hereby accepts the assignment of Assignor's rights, title, and interests in and to the Lease and the assets in <u>Exhibit B</u> and agrees to assume all the duties, liabilities, and obligations of Assignor thereunder and to abide by all of the terms and conditions of the Lease binding upon the Tenant thereunder.
- 4. <u>Estoppel.</u> Landlord and Assignor each in their individual capacity, and collectively hereunder, hereby warrants and represents to Assignee, and Assignee shall be entitled to rely to its detriment on the following statement: (i) there are no other third-party contracts or lease agreements, including any amendments, nor any amendment(s) to the Lease, either written or oral, existing between Assignor and any third party relating to the Property besides the Lease; (ii) there is no Guaranty or other document executed by any third party with respect to the obligations set forth in the Lease; (iii) that all monies owed under the Lease have been paid in a timely manner; (iv) that Assignor has satisfied all of its obligations under the Lease through the

Effective Date; (v) there are not outstanding claims and/or disputes between Landlord and Assignor thereunder; and (vi) no prepayment of any money and no deposits have been made by Tenant to Landlord except as explicitly provided for in the Lease.

- 5. <u>Consent and Release</u>. Landlord hereby consents to the assignment and assumption of the Lease from Assignor to Assignee. Notwithstanding anything to the contrary in the Lease, Landlord and Assignee agree Assignor shall be released from any and all continuing obligations under the Lease arising as of and after the Assignment Effective Date. Landlord agrees to look solely to Assignee for performance of such Lease obligations arising as of and after Assignment Effective Date and Assignor shall thereby be discharged of any further obligation relating thereto.
- 6. <u>Effective Date</u>. This Assignment is effective on 1 January 2026 (the "*Effective Date*"). In no event shall this Assignment be of any force or effect prior to the Effective Date.
- 7. <u>Counterparts.</u> This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. Signature pages may be detached from the counterparts and attached to a single copy of this Assignment to physically form one document. Signatures on counterparts of this Assignment that are delivered via facsimile or by other electronic means are authorized, and this Assignment shall be deemed executed when an executed counterpart hereof is transmitted by a party to the other party physically or via any electronic means.
- 8. <u>Amendments</u>. The Parties agree that on and from the Effective Date the Lease is amended to reflect the amendments set out in Exhibit C to this Assignment.

[Signature Page Follows]
[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have set their hands and seals as of the date first above-mentioned.

ASSIGNOR:		
Equilon Enterprises		
Products US, a Delay	ware limited 1	iability compan
By:		
Name:		
Title:		
A CCIONIEE.		
ASSIGNEE:		0
[entity	information]	_ , a
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By:		
Name:		
Title:		
•		
LANDLORD		
[entity	:£	_,a
[entity	information	
By:		
Name:		
Title:		

EXHIBIT A Site Orders/Premises Addendum

EXHIBIT B Form Bill of Sale (to be attached by Shell & Jolt)

EXHIBIT C Amendments

Section / Schedule	Amendments
Section 2e	Delete "Volta will not monetarily charge users of the Stations charging EVs"
Section 4	Delete "the Effective Date" and insert "January 1, 2026", delete "the tenth (10th) anniversary of the Go-Live Date." and insert "January 1, 2036"

RESOLUTION NO. 339-25

AUTHORIZING AN \$8,000.00 INCREASE TO THE PROFESSIONAL SERVICE CONTRACT WITH MURPHY ORLANDO, LLC AS TAX APPEAL ATTORNEY FOR THE YEAR 2025 REFLECTING A REVISED CONTRACT AMOUNT NOT TO EXCEED \$25,000.00

BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey, in accordance with the provisions of *N.J.A.C.* 5:30-11.6 et seq., hereby authorize an \$8,000.00 increase to the maximum contract amount awarded to the firm Murphy Orlando, LLC within their capacity as Tax Appeal Attorney for the Borough of Roselle Park, with a revised maximum contract amount not to exceed \$25,000.00 for year 2025; 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. 148-25.

RESOLUTION NO. 340-25

PROMOTING ALTERNATE CROSSING GUARD ROBERT SMITH TO THE POSITION OF CROSSING GUARD

BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey hereby promotes Alternate Crossing Guard Robert Smith to the position of Crossing Guard to be paid \$75.75 per day effective immediately.