

DRAFT
BOROUGH OF ROOSEVELT
33 N. Rochdale Ave, Roosevelt Borough, NJ 08555

COUNCIL REGULAR MEETING AGENDA
MAY 18, 2026 @ 7:00 P.M.

TIME IN _____

Adequate notice of this meeting, as required by Chapter 231, P.L. 1975, has been provided by a public notice on December 24, 2025 which was posted on the Bulletin Board Roosevelt Post Office and in the Borough Hall. The notice was transmitted to The Times and Asbury Park Press.

ROLL CALL

Councilmember Gregory S. DeFoe, Jr.
Councilmember Danelle Feigenbaum
Councilmember Constance Herrstrom
Councilmember Kristine Kaufman-Marut
Councilmember Claudia Luongo
Councilmember Ralph Warnick
Mayor Peggy Malkin

MAYOR'S REPORT:

PUBLIC COMMENT: (Agenda items only)

CORRESPONDENCE: None

MINUTES: None presented

CONSENT AGENDA RESOLUTIONS:

Resolution 26-69	Payment of Bills for May 18, 2026
Resolution 26-70	Resolution Amending Resolution 26-62
Resolution 26-71	Resolution of the Borough of Roosevelt, County of Monmouth, State of New Jersey, Authorizing the Appointment of Gail Scaglione as Tax Assessor
Resolution 26-72	Resolution Renewing a 3-Year Contract with Passaic Valley Sewerage Commission (PVSC) to Accept the Sludge from the Sewage Treatment Plant
Resolution 26-73	Resolution of the Borough Council of the Borough of Roosevelt Waiving March/April Water and Sewer Utility Billings for 5 Cedar Court, Block 2, Lot 51
Resolution 26-74	Resolution Authorizing Roberts Engineering Group, LLC to Prepare an Application for the New Jersey Department of Transportation (NJDOT) Municipal Aid Grant Fiscal Year 2027

REPORTS OF COMMITTEE CHAIRS:

Administration	Councilmember Kaufman-Marut
Community Dev/Code	Councilmember Herrstrom
Envi, Health & Safety	Councilmember Feigenbaum
Finance	Councilmember DeFoe
Public Works	Councilmember Warnick
Utilities	Councilmember Luongo

REPORTS OF BOROUGH OFFICIALS:

UNFINISHED BUSINESS:

NEW BUSINESS:

1. Street Sweeping 6/1 & 6/2, weather permitting. Rain date: 6/4 & 6/5.
2. Resolution 26-75 – Approving and Accepting Donation from the Fund for Roosevelt for Wayside Panels for the Franklin Delano Roosevelt Memorial Amphitheater
3. Resolution 26-76 – Appointing a Municipal Housing Liaison

PUBLIC COMMENT (Any item)

M/Malkin opens the public comment at _____
M/Malkin closes the public comment at _____

CLOSED SESSION:

Resolution 26- Providing for a Private Executive Meeting that Excludes the Public

ADJOURNMENT

TIME OUT: _____

*BOROUGH OF ROOSEVELT
COUNTY OF MONMOUTH
STATE OF NEW JERSEY*

**RESOLUTION NO. 26-69
MEETING DATE: 05-18-2026**

PAYMENT OF BILLS FOR MAY 18, 2026

C/ _____ offered the following resolution and moved its adoption, which was second by
C/ _____.

WHEREAS, the attached list of bills has been submitted to the Council for payment approval;
and

WHEREAS, the Chief Financial Officer has certified the availability of funds for the payment of
bills.

NOW, THEREFORE, BE IT RESOLVED that the bills on the attached bill list be paid.

ROLL CALL:

AYES:

NAYS:

ABSTAIN:

ABSENT:

CERTIFICATION

I HEREBY CERTIFY the foregoing to be a true copy of a resolution adopted by the Borough
Council at a meeting held on May 18, 2026.

Kathleen Hart
Borough Clerk

5-18-26 BILL LIST

Ranges	Item Status	Purchase Types	Misc
<i>Range: First to Last</i> <i>Rcvd Batch Id Range: First to Last</i>	<i>Open: N</i> <i>Void: N</i> <i>Paid: N</i> <i>Held: Y</i> <i>Aprv: N</i> <i>Rcvd: Y</i>	<i>Bid: Y</i> <i>State: Y</i> <i>Other: Y</i> <i>Exempt: Y</i>	<i>P.O. Type: All</i> <i>Format: Condensed</i> <i>Include Non-Budgeted: Y</i> <i>Vendors: All</i>

Vendor #	Name	P.O. #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
BOROU005 BOROUGH OF HIGHTSTOWN									
26-00276		05/11/26	26-00276	LANDFILL TIPPING FEES:APR 2026	Open	\$2,947.20	\$0.00		
26-00282		05/12/26	26-00282	SOLID WASTE:RETRO-JAN 2026	Open	\$641.54	\$0.00		
26-00283		05/12/26	26-00283	SOLID WASTE:RETRO-FEB 2026	Open	\$641.54	\$0.00		
26-00284		05/12/26	26-00284	SOLID WASTE:RETRO-MAR 2026	Open	\$641.54	\$0.00		
26-00285		05/12/26	26-00285	SOLID WASTE:RETRO-APR 2026	Open	\$641.54	\$0.00		
26-00286		05/12/26	26-00286	SOLID WASTE CONTRACT:MAY 2016	Open	\$7,166.67	\$0.00		
				Vendor Total:		\$12,680.03			
BRIMA005 BRIMAR INDUSTRIES, INC.									
26-00254		04/28/26	26-00254	SIGNS FOR FENCE AT WTP & WWTP	Open	\$159.80	\$0.00		
CONOV005 CONOVER BUILDING MAINTENANCE									
26-00267		05/04/26	26-00267	MAY 2026 SERVICES	Open	\$223.89	\$0.00		
EARLE005 EARLE ASPHALT COMPANY									
25-00717		11/24/25	25-00717	MILL/PAVE PATCH:BORO HALL	Open	\$8,259.79	\$0.00		
FOXWE005 FOX, WESLEY									
26-00264		05/04/26	26-00264	2026 EC AWARD	Open	\$50.00	\$0.00		
GIOVA005 GIOVANELLI, JOHN									
26-00281		05/12/26	26-00281	REIMB:FEE-BACKGROUND CHECK	Open	\$45.73	\$0.00		
HOLDE005 HOLDEN, JOHN B.									
26-00082		02/04/26	26-00082	2026 WATER PLANT MANAGEMENT	Open	\$5,415.00	\$0.00		B
INTER015 INTERSTATE WASTE SERVICES, INC									
26-00014		01/08/26	26-00014	2026 RECYCLING CONTRACT	Open	\$3,791.66	\$0.00		B
JCPL0005 JCP & L									
26-00271		05/07/26	26-00271	APR 2026 ELECTRIC SERVICE	Open	\$1,261.70	\$0.00		
26-00272		05/07/26	26-00272	W/S-APR 2026 ELECTRIC SERVICE	Open	\$3,948.89	\$0.00		
				Vendor Total:		\$5,210.59			
LYONS005 LYONS ENVIRONMENTAL SERV, LLC									
26-00087		02/09/26	26-00087	2026 SEWER PLANT MANAGEMENT	Open	\$9,900.00	\$0.00		B
26-00268		05/06/26	26-00268	LAB CERTIFICATION RENEWAL FEE	Open	\$880.70	\$0.00		
26-00269		05/06/26	26-00269	WATER TEST 4/7/26	Open	\$50.00	\$0.00		
26-00270		05/06/26	26-00270	BACKFLOW TEST 1/Q/2026	Open	\$300.00	\$0.00		
				Vendor Total:		\$11,130.70			
MAINP005 MAIN POOL & CHEMICAL CO., INC.									
26-00274		05/07/26	26-00274	SEWER-2026 SODIUM ALUMINATE	Open	\$5,164.50	\$0.00		B
MONMO070 MONMOUTH COUNTY PUBLIC WORKS &									

BOROUGH OF ROOSEVELT
Bill List By Vendor Name

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
MONMO070		MONMOUTH COUNTY PUBLIC WORKS &		<i>Account Continued</i>			
26-00277	05/11/26	JET-VAC STORM DRAINS 2025&2026	Open	\$4,289.72	\$0.00		
MONMO020		MONMOUTH MUNICIPAL JIF					
26-00294	05/13/26	2026 INSUR-SECOND INSTALLMENT	Open	\$23,308.00	\$0.00		
ONSOL005		ONSOLVE, LLC					
26-00292	05/13/26	2026 CodeRED	Open	\$2,408.90	\$0.00		
PASSA005		PASSAIC VALLEY SEWERAGE					
26-00279	05/11/26	SLUDGE DISPOSAL-APR 2026	Open	\$907.20	\$0.00		
PETTY005		PETTY CASH					
26-00265	05/04/26	REIMBURSE PETTY CASH	Open	\$17.05	\$0.00		
ROBER005		ROBERTS ENGINEERING GROUP, LLC					
26-00287	05/12/26	MISC 2/19/26-2/25/26	Open	\$500.00	\$0.00		
ROOSE005		ROOSEVELT BOARD OF EDUCATION					
26-00293	05/13/26	MAY 2026 SCHOOL TAXES	Open	\$160,045.00	\$0.00		
RUSSE005		RUSSELL REID, INC.					
26-00088	02/10/26	2026 SLUDGE REMOVAL	Open	\$1,400.49	\$0.00		B
SHEEN010		SHEENAN, PAIGE					
26-00263	05/04/26	2026 MAYOR'S AWARD	Open	\$50.00	\$0.00		
SHORE005		SHORE BUSINESS SOLUTIONS					
26-00278	05/11/26	USAGE 3/21/26-4/20/26	Open	\$5.31	\$0.00		
SUTPH005		SUTPHEN MEMORIAL, INC.					
26-00015	01/08/26	2026 CEMETERY MANAGEMENT	Open	\$775.00	\$0.00		B
THEHO010		THE HOME DEPOT					
26-00273	05/07/26	SUPPL TO HANG SIGNS @ PLANTS	Open	\$11.86	\$0.00		
26-00275	05/11/26	EC-LUMBER FOR TRAILS	Open	\$332.60	\$0.00		
26-00288	05/12/26	RYOBI 40V HP 26" HEDGE TRIMMER	Open	\$179.00	\$0.00		
		Vendor Total:		\$523.46			
TOWNS015		TOWNSHIP OF MANALAPAN					
26-00291	05/13/26	ANIMAL CONTROL SERV-MAY 2026	Open	\$1,041.66	\$0.00		
WEBHA005		WEB HAULING & DISTRIBUTION, INC					
26-00248	04/27/26	PUMP LAKE DR PUMP PIT 3/24/26	Open	\$274.40	\$0.00		
26-00251	04/28/26	PUMP LAKE DR PUMP PIT 4/27/26	Open	\$274.40	\$0.00		
		Vendor Total:		\$548.80			

Total Purchase Orders: 37 Total P.O. Line Items: 0 Total List Amount: **\$247,952.28** Total Void Amount: \$0.00

BOROUGH OF ROOSEVELT
Bill List By Vendor Name

05/14/2026

11:37 AM

Totals by Year-Fund							
Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
	5-01	\$2,144.86	\$0.00	\$2,144.86	\$0.00	\$0.00	\$2,144.86
	5-09	\$8,259.79	\$0.00	\$8,259.79	\$0.00	\$0.00	\$8,259.79
	Year Total:	\$10,404.65	\$0.00	\$10,404.65	\$0.00	\$0.00	\$10,404.65
	6-01	\$203,768.33	\$0.00	\$203,768.33	\$0.00	\$0.00	\$203,768.33
	6-09	\$33,779.30	\$0.00	\$33,779.30	\$0.00	\$0.00	\$33,779.30
	Year Total:	\$237,547.63	\$0.00	\$237,547.63	\$0.00	\$0.00	\$237,547.63
Total Of All Funds:		\$247,952.28	\$0.00	\$247,952.28	\$0.00	\$0.00	\$247,952.28

BOROUGH OF ROOSEVELT

I, Scott M. Frueh, Chief Financial Officer of the Borough of Roosevelt, do hereby certify that funds are available for the following bill list to be paid:

<u>Vendor</u>	<u>Budget Account</u>	<u>Total Award</u>
5/18/26 Bill List	various	\$247,952.28

Scott M. Frueh

Scott M. Frueh
Chief Financial Officer

Dated: 5/18/26

RESOLUTION NO. 26-70
MEETING DATE: 05-18-2026

RESOLUTION AMENDING RESOLUTION 26-62

C/_____ offered the following resolution and moved its adoption, which was second by
C/_____.

WHEREAS, Resolution 26-62, duly adopted on April 20, 2026 adopted the 2026 salaries for Roosevelt Borough Employees; and

WHEREAS, a salary adjustment needs to be made for the Tax Assessor to \$12,000.00, effective June 1, 2026.

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Roosevelt that the salary adjustment contained herein is approved and shall be effective as noted above.

BE IT FURTHER RESOLVED that a copy of this resolution, certified by the Borough Clerk to be a true copy be forwarded to employees, Scott M. Frueh, Chief Financial Officer and Ana Debevec, Treasurer.

ROLL CALL:

AYES:

NAYS:

ABSTAIN:

ABSENT:

CERTIFICATION

I HEREBY CERTIFY the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on May 18, 2026.

Kathleen Hart
Borough Clerk

RESOLUTION NO. 26-71
MEETING DATE: 05-18-2026

**RESOLUTION OF THE BOROUGH OF ROOSEVELT, COUNTY OF MONMOUTH, STATE OF
NEW JERSEY, AUTHORIZING THE APPOINTMENT OF GAIL SCAGLIONE AS TAX ASSESSOR**

C/ _____ offered the following resolution and moved its adoption, which was second by
C/ _____.

WHEREAS, the Borough of Roosevelt (the "Borough") requires the services of an appropriately qualified and certified individual to serve as its Tax Assessor; and

WHEREAS, N.J.S.A. 40A:9-148 provides for the appointment of a Tax Assessor; and

WHEREAS, the Borough's Mayor and Council find that Gail Scaglione is duly qualified and willing to serve as the Borough's new Tax Assessor.

NOW THEREFORE BE IT FURTHER RESOLVED, by the Mayor and Council of the Borough of Roosevelt, County of Monmouth, State of New Jersey, that Gail Scaglione is appointed to the remaining unexpired term of the prior Tax Assessor, from June 1, 2026 to June 30, 2026.

BE IT FURTHER RESOLVED, that Gail Scaglione is further appointed to a four-year term, pursuant to N.J.S.A. 40A:9-148, beginning on July 1, 2026 and ending on June 30, 2030.

BE IT FURTHER RESOLVED, that this Resolution was duly adopted by the Borough Council of the Borough of Roosevelt at a public meeting held on May 18, 2026 in order to appoint a part-time Municipal Tax Assessor at an annual salary of \$12,000.00.

BE IT FURTHER RESOLVED THAT, certified copies of said Resolution shall be forwarded to the following:

1. Director, Division of Taxation
2. Administrator, Monmouth County Board of Taxation
3. Scott Frueh, CFO
4. Ana Debevec, Treasurer
5. Gail Scaglione

ROLL CALL:

AYES:

NAYS:

ABSTAIN:

ABSENT:

CERTIFICATION

I HEREBY CERTIFY the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on May 18, 2026.

Kathleen Hart
Borough Clerk

RESOLUTION NO: 26-72
MEETING DATE: 05-18-2026

**RESOLUTION RENEWING A 3-YEAR CONTRACT WITH PASSAIC VALLEY
SEWERAGE COMMISSION (PVSC) TO ACCEPT THE SLUDGE FROM THE
SEWAGE TREATMENT PLANT**

C/_____ offered the following Resolution and moved its adoption, which was second by C/_____.

WHEREAS, it is essential that the sewage treatment plant sludge is removed regularly from the sludge holding tank; and

WHEREAS, the current contract with PVSC will expire on July 21, 2026; and

WHEREAS, PVSC has sent the Borough of Roosevelt a renewal agreement for a 3-year term for the period July 22, 2026 through July 21, 2029; and

WHEREAS, the Borough attorney has examined the agreement and finds it acceptable; and

WHEREAS, the Chief Financial Officer has certified that funds are available.

NOW, THEREFORE, BE IT RESOLVED, the Borough of Roosevelt hereby agrees to renew a 3-year contract for the period of July 22, 2026 through July 21, 2029 with Passaic Valley Sewerage Commission to accept the sludge from the sewage treatment plant at a rate of \$51.25 per 1,000 gallons.

ROLL CALL:

AYES:

NAYS:

ABSTAIN:

ABSENT:

CERTIFICATION

I HEREBY CERTIFY the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on May 18, 2026.

Kathleen Hart
Borough Clerk

CERTIFICATION OF FUNDS

I, Scott M. Frueh, Chief Financial Officer of the Borough of Roosevelt, do hereby certify that funds are available to enter into a contract (3 years: July 2026 – July 2029) with the Passaic Valley Sewage Commission in the amount of \$51.25 per 1000 gallons for the disposal of liquid sludge waste and that the funds are and will be appropriated in the 2026, 2027, 2028 and 2029 budgets.

Scott M. Frueh

Scott M. Frueh
Chief Financial Officer

Date: 5/18/26

BRENDAN MURPHY
Chairman

LUIS A. QUINTANA
Vice Chairman

ELIZABETH CALABRESE
JOHN J. COSGROVE
C. LAWRENCE CRUMP
JAMES P. DORAN
JOSEPH F. ISOLA
HECTOR C. LORA
JOSHUA A. ZIELINSKI
Commissioners



"Protecting Public Health and the Environment"
600 Wilson Avenue
Newark, NJ 07105
P (973) 344-1800 F (973) 334-2951
www.pvsc.com

Liquid Waste Acceptance Fax: (973) 466-3194

May 7, 2026

GREGORY A. TRAMONTOZZI
Executive Director

THOMAS A. FUSCALDO
Acting Clerk

MICHAEL D. WITT,
ESQ. General Counsel

Ms. Ana Debevec
Borough of Roosevelt
33 North Rochdale Avenue
P.O. Box# 128
Roosevelt, NJ 08555

RE: Borough of Roosevelt

Dear Ms. Debevec:

Enclosed please find your agreement with the Passaic Valley Sewerage Commission (PVSC) to discharge (**Borough of Roosevelt**) waste. Please sign and attest to all two (2) copies of the enclosed PVSC Agreement, and return them to PVSC (*attention LWA Department*) for execution. The execution of the Agreement will enable you to discharge only the waste specified in the Application submitted to PVSC and referenced above as the subject of this approval. If applicable, you will also find a Consent of Generator form. This document must be signed by a duly authorized representative of the generator of the waste. Please note that the rate **will start at \$51.25 per 1,000 gallons. (Please see Exhibit A for pricing)**

****PLEASE NOTE****: This Agreement becomes **VOID** if it is edited in any way.

Upon execution by PVSC, an executed Agreement will be forwarded to you for your records. If this is for a new application, upon submission of the PVSC Agreement a source code will be added to our current approved source list.

Should you have any questions or require additional information regarding this matter please do not hesitate to contact me at (973) 817-8424.

Sincerely,
PASSAIC VALLEY SEWERAGE COMMISSION

Cameron Chadwick

Cameron Chadwick
Liquid Waste Acceptance Supervisor 1

CC/DT
Enclosure(s)

c: Gregory A. Tramontozzi, Executive Director
Thomas A. Fuscaldo, Acting Clerk
File, Liquid Waste Acceptance

PVSC# 20260018



**LIQUID WASTE ACCEPTANCE PROGRAM
AGREEMENT
WITH**

**BOROUGH OF ROOSEVELT
(MUNICIPAL, NON-CATEGORICAL)**

PVSC Customer Number: 266A
PVSC Agreement Number: 20260018
Date: 5-7-2026

AGREEMENT

THIS AGREEMENT (the "Agreement") is made this _____ day of _____, 2026, between the **PASSAIC VALLEY SEWERAGE COMMISSION**, a public body politic and corporate of the State of New Jersey organized under N.J.S.A. 58:14-1, et seq., with principal offices located at 600 Wilson Avenue, Newark, New Jersey 07105 ("PVSC") and **BOROUGH OF ROOSEVELT**, a public body politic and corporate of the State of New Jersey organized under N.J.S.A. 40:14B-1, et seq., with principal offices located at 33 North Rochdale Avenue, P.O. Box 128, Roosevelt, NJ 08555 ("CUSTOMER")(collectively, the "Parties").

RECITALS

1. PVSC owns and operates a wastewater treatment facility located in Newark, New Jersey (the "PVSC Wastewater Treatment Plant.")
2. The PVSC Wastewater Treatment Plant has waste disposal facilities and capabilities.
3. CUSTOMER is a governmental entity generator of non-hazardous municipal sludge, as determined by PVSC, and desires to have such non-hazardous municipal sludge treated and disposed of by PVSC.
4. PVSC is agreeable to treat and dispose of CUSTOMER's non-hazardous municipal sludge, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the Parties agree as follows:

TERMS AND CONDITIONS

SECTION 1 GENERAL SCOPE

A. CUSTOMER agrees to deliver liquid waste approved by PVSC (the "Waste") at no cost to PVSC to the point of connection to PVSC's system, as designated by PVSC. If CUSTOMER utilizes a hauler to deliver its waste, the hauler must be approved by PVSC pursuant to its procedures.

B. The Waste shall meet all PVSC standards for discharge, including the applicable sections of the "Rules and Regulations Concerning Discharges to the Passaic Valley Sewerage Commission Treatment Works" (the "PVSC Rules and Regulations"), which are incorporated by reference into this Agreement as if fully set forth herein. The Waste shall not be detrimental to PVSC's treatment plant, as may be determined by PVSC in PVSC's sole discretion.

C. PVSC will accept the Waste from CUSTOMER subject to the limitations as set forth in Section 2 below, and CUSTOMER shall pay for the treatment and disposal of the Waste as provided in this Agreement.

SECTION 2
WASTE AMOUNT, PROHIBITED CONTENT,
SERVICE CHARGES, AND MANNER OF DELIVERY

- A. CUSTOMER shall not discharge into PVSC's wastewater treatment plant:
1. Any prohibited waste as defined by Section 312 or any other of PVSC's Rules and Regulations.
 2. Any ashes, cinders, sand, mud, stones, rocks, straw, shavings, metal, glass, rags, feathers, tar, wood or any other solid or viscous substance capable of causing obstruction to flow in pipes or other interference with the proper operation of the sewage works.
 3. Any waste with a pollutant content greater than contained in the documentation submitted in CUSTOMER'S Application.
 4. Any waste which is defined as "hazardous" by the United States Environmental Protection Agency ("USEPA"), the New Jersey Department of Environmental Protection ("NJDEP"), PVSC, and/or any federal or State regulatory agency.
 5. Mixtures of the approved waste, as defined in CUSTOMER'S Application, with any other waste.
 6. Any waste which exceeds the maximum percent total solids contained in Exhibit A hereof.

B. Waste shall be delivered by CUSTOMER via tank truck or barge provided with either a gravity discharge or a self-contained pump capable of discharging the waste through approximately 10 feet of a 4- or 6-inch discharge hose to an at grade connection or other designated discharge point.

C. PVSC shall have the right to sample any Waste delivery before or during discharge and analyze for any parameter.

D. PVSC shall have the right to reject any Waste delivery if, in its sole determination, the introduction of the contents may negatively impact the operation of the PVSC system.

SECTION 3
SERVICE CHARGE; ANNUAL ADJUSTMENT; BILLING

A. In consideration for the treatment and disposal of the Waste by PVSC, CUSTOMER agrees to pay PVSC a service charge at the rate specified in Rate Schedule attached to this Agreement as Exhibit A. All charges for Waste deliveries shall be based upon full truckloads, regardless of whether a full truckload is delivered. PVSC may, at its option, require CUSTOMER to provide a weight ticket from a certified scale to confirm volume.

B. The weight or weighted average of total solids content of any Waste delivered by CUSTOMER to PVSC will be determined exclusively by PVSC's State-certified laboratory. PVSC Laboratory determinations/results will be the basis for weight and/or weighted averages of solids used for PVSC billing purposes.

C. Commencing the second year of the term of this Agreement, and for every year during the term of this Agreement thereafter and during any extension thereof, including the exercise of any option term of this Agreement, the rate shall, on an annual basis starting on the 1st day of the month of the anniversary of this Agreement and repeating on the 1st day of the month of the anniversary date of each calendar year thereafter, be increased or decreased consistent with, and in the amount of, any increase or decrease in the Consumer Price Index ("CPI") as published by the U.S. Department of Labor, Bureau of Statistics for New York-Northern New Jersey, all items (1982-1984 the average for items equals 100 - Series ID No. CUURS12ASA0). The CPI used for the increase will be based on the CPI of the month of the anniversary date of the contract from the previous year. Unless CUSTOMER notifies PVSC of its intention to terminate this Agreement, not later than thirty (30) days prior to the anniversary of the current year of this Agreement, CUSTOMER shall be deemed to have agreed to the increased Rate. In the event CUSTOMER does notify PVSC of its intention to terminate this Agreement, pursuant to this provision, such termination shall be effective on the ensuing anniversary. The termination shall in no way relieve CUSTOMER'S obligation to pay any outstanding charges then due and owing or to become due and owing.

D. PVSC shall charge and bill CUSTOMER monthly for services provided during the term of this Agreement. Charges are due and owing upon receipt by CUSTOMER of the monthly bill. Interest shall accrue at the rate of one-and-one-half percent (1½%) per month on charges not paid within ninety (90) days of the billing date.

E. CUSTOMER will in each fiscal year make all budgetary and other provisions or appropriations necessary to provide for or authorize the payment to the PVSC during such fiscal year to the annual payments due hereunder.

SECTION 4
TESTING AND MONITORING

A. CUSTOMER shall be responsible for waste sampling, testing, reporting, or other requirement of NJDEP and USEPA and for the cost thereof, for monitoring for waste quality parameters, including, but not limited to, heavy metals and toxic organic chemicals. Copies of the waste analysis reports sent to NJDEP, USEPA and/or any other governing agency by the generator for waste quality parameters shall be filed with PVSC simultaneously their submission to the regulatory agency(s).

B. CUSTOMER shall maintain such records as necessary to demonstrate compliance with the requirements of this Agreement, PVSC's Rules and Regulations, and any applicable State and federal pretreatment standard or requirement. All records and information resulting from any monitoring activities required by this Agreement, including all records of analysis performed, shall be retained for a minimum of five (5) years, and shall be available for inspection by PVSC during CUSTOMER'S regular business hours.

SECTION 5 **SPILLAGE**

Any spillage caused by CUSTOMER or CUSTOMER'S hauler and/or equipment while on PVSC property shall be CUSTOMER'S responsibility to properly clean up at CUSTOMER'S expense. The clean-up shall meet all federal and State requirements and regulations, including supplying all documentation.

SECTION 6 **TERM OF AGREEMENT; TERMINATION**

A. The term of this Agreement shall commence on _____ and end on _____, for a total of three (3) years. (TBD After Director's Signature)

B. If upon the expiration of this Agreement, PVSC continues to provide service and CUSTOMER continues to dispose of the waste at PVSC, then and in such events, the terms of this Agreement shall bind the parties for all services provided post-expiration of this Agreement.

C. If this Agreement is renewed or extended, CUSTOMER shall complete and submit a new PVSC Application, including all required laboratory analysis. Failure to submit a complete Application or shall constitute a CUSTOMER default of this Agreement.

D. If CUSTOMER defaults in any of its obligations of the terms of this Agreement, PVSC may immediately and without further notice terminate services, provided that such termination shall in no way relieve CUSTOMER'S obligation to pay any outstanding charges then due and owing or to become due and owing. If timely payment is not made by CUSTOMER and PVSC institutes an action for collection, PVSC shall be entitled to be reimbursed for all costs of collection, including filing fees and reasonable attorney fees.

E. If NJDEP or any other governmental agency having jurisdiction over PVSC or the subject matter of this Agreement, institutes a District Sludge Management Plan, or other plan of similar nature, which makes this Agreement unenforceable by its terms, then this Agreement shall automatically terminate within sixty (60) days of implementation of the plan. If the plan renders any provision of this Agreement unenforceable or requires changes and modifications in the Agreement which PVSC is unwilling to accept, then PVSC reserves the right to terminate this Agreement upon sixty (60) days' notice.

F. Regardless of any other provision in this Agreement, PVSC shall have the absolute right to suspend and/or terminate this Agreement if PVSC determines, in its sole and absolute discretion, that it does not have the capacity to treat the waste to be delivered pursuant to this Agreement, or if the treatment of such waste will or has caused PVSC to violate any regulatory control mechanism under which it is permitted to operate its facility, and the violation cannot be corrected or removed despite PVSC's good faith efforts to do so. The termination or suspension provided for in this Agreement shall be on seven (7) days' written notice to CUSTOMER. CUSTOMER expressly agrees that PVSC will incur no liability of any kind in exercising its right to terminate or suspend the Agreement pursuant to this provision.

SECTION 7 **REGULATORY ENFORCEMENT**

A. In addition to, and separate and apart from the enforcement of any contractual rights under the terms and conditions of this Agreement, PVSC reserves the right to institute such regulatory enforcement actions as it may deem appropriate under applicable federal and/or State law, as well as those contained in PVSC's Rules and Regulations in the event of CUSTOMER'S violation of this Agreement.

B. In the event any waste discharged by CUSTOMER to PVSC'S system does not meet the requirements of Section 2 (b), or any other provision of this Agreement or provisions or regulation of any governmental agency having jurisdiction, and causes unusual maintenance or operating costs to PVSC, or causes PVSC to incur any fines or penalties for violation of any USEPA, NJDEP, and/or any other governmental agency law, rule or permit, then in any such case, CUSTOMER shall indemnify and hold PVSC harmless without limitation and in full for such additional costs incurred, or fines, or penalties assessed. Provided, however, that CUSTOMER shall not incur any liability under this subsection unless PVSC can reasonably demonstrate that CUSTOMER, or its agents, or its waste was the cause of the unusual maintenance, operating costs, or fine or penalty, and in no event shall CUSTOMER be responsible for reimbursement of any amount unreasonably incurred. Nonpayment of any costs or fines and penalties shall constitute a default of this Agreement.

SECTION 8 **COVENANT BY PVSC**

A. PVSC shall use reasonable diligence and care to provide waste treatment service at its sewage treatment plant for the use of CUSTOMER. PVSC shall not be liable for any failure to

provide the services which are the subject of this Agreement, or for any interruption, or loss or damage resulting therefrom occasioned in whole or in part by any cause beyond the reasonable control of PVSC or any cause considered an event of force majeure.

B. PVSC shall not be responsible for any interruption or cessation of services due to the action of any governmental agency having jurisdiction over PVSC. If PVSC is unable to provide the service under the terms of this Agreement because of failure to obtain the necessary approval or licenses from the governmental agencies having jurisdiction over PVSC, then this Agreement shall become null and void.

SECTION 9
INDEMNIFICATION

CUSTOMER agrees to indemnify and hold PVSC harmless without limitation and in full from any and all damages and claims for damages, actual or alleged, suits, recoveries, judgments or executions (including costs, expenses and reasonable attorney's fees) which may be made, had, brought or recovered by reason of injury for and including death resulting therefrom, to any person, or damage to the property of any person arising out of the making and performance of this Agreement; provided that this indemnification shall not apply to any damages and claims for damages, arising from the negligence of PVSC, its agents or employees. This Agreement shall be made a part of CUSTOMER'S Comprehensive General Liability Policy, and PVSC shall also be designated as an additional named insured on such policy.

SECTION 10
INSURANCE

A. CUSTOMER shall, at its own cost and expense, obtain and maintain for the life of the contract, and shall cause its subcontractors to obtain and maintain for the life of their subcontracts, all statutory insurance such as worker's compensation, bodily injury liability and property damage liability insurance and automobile and truck bodily injury liability and property damage insurance to be provided in not less than the following amounts:

a. Injury or death to one person	\$1,000,000
b. Injury or death to more than one person or more than a single occurrence	\$2,000,000
c. Property damage	\$1,000,000
d. Property damage on account of all occurrences	\$2,000,000

B. CUSTOMER shall have PVSC named as an additional insured on its policy for coverages required by this Agreement, and a certificate of insurance evidencing the required insurance shall be filed by CUSTOMER with the Executive Director of PVSC. If CUSTOMER is self-insured, CUSTOMER shall provide PVSC proof of its self-insurance and provide a Certificate of Self-Insurance as required by this section.

SECTION 11
GOVERNING LAW AND VENUE

A. This Agreement shall be deemed to be executed in the State of New Jersey, regardless of the domicile of CUSTOMER and (if applicable) generator and shall be governed by and construed in accordance with the laws of the State of New Jersey. Further, CUSTOMER and (if applicable) generator agree to waive as a defense to any actions arising out of the discharge of wastes to PVSC's facility, the fact that CUSTOMER or (if applicable) generator are not entirely located within or subject to the jurisdiction of PVSC and its Rules and Regulations.

B. The Parties agree that all claims asserted by PVSC arising under this Agreement, or related thereto, shall be heard and determined either in the United States District Court for the District of New Jersey (Newark) or in the Superior Court of the State of New Jersey, Essex Vicinage. The parties further waive all rights to trial by jury.

SECTION 12
ASSIGNMENT PROHIBITED

No assignment or transfer of this Agreement or resale of the services provided hereunder shall be made without the express written consent of PVSC, and CUSTOMER shall not permit any use or benefit to be made of this Agreement by any other party.

SECTION 13
INTEGRATION; MODIFICATION; CONSTRUCTION

A. The parties hereby agree and acknowledge that this Agreement represents the entire understanding between them with regard to the subject matter of the Agreement and supersedes all other communications, oral or written, between them regarding the subject matter of the Agreement.

B. No additions, changes, modifications, renewals, or extensions of this Agreement shall be binding unless reduced to writing and signed by CUSTOMER and PVSC.

C. No provision of this Agreement or any document related hereto shall be construed or interpreted to the disadvantage of any party by any court, governmental entity, or any other person by virtue of the party being deemed the drafter or constructor of such provision.

SECTION 14
NO RIGHTS IN PVSC

It is expressly acknowledged and understood by CUSTOMER that CUSTOMER is solely a contract customer of PVSC's Liquid Waste Acceptance Program and nothing in this Agreement shall or is intended to in any way convey any rights to CUSTOMER whatsoever with regard to ownership, capital, property rights, or equity in the system or plant of PVSC, nor shall

CUSTOMER acquire by this Agreement any rights, express or implied, to participate in any way in the operation or the administration of PVSC, or participate in any capacity in any agreements or proceedings concerning the acquisition, sale, lease or any other imposition of PVSC's property, including but not limited to participation in eminent domain proceedings.

THIS SPACE LEFT INTENTIONALLY BLANK

SIGNATURES

THE PARTIES ACKNOWLEDGE that they have read, understand, and accept the foregoing Agreement, including any attachments, exhibits, and supplements, and that they are legally authorized to enter into this Agreement, as evidenced by the signatures and corporate seals affixed below.

PASSAIC VALLEY SEWERAGE COMMISSION

By: _____	Attest: _____
GREGORY A. TRAMONTOZZI	ALBERT LUKIN
Executive Director	Clerk

BOROUGH OF ROOSEVELT

By: _____	Attest: _____
(Name)	(Name)
(Title)	(Title)

EXHIBIT A

266A-BOROUGH OF ROOSEVELT -2026

<u>Percent Total Solids</u>	<u>Price per 1,000 gallons</u>
Up to 2.99	\$51.25
3.00 to 3.49	\$52.98
3.50 to 3.99	\$54.77
4.00 to 4.49	\$56.63
4.50 to 4.99	\$58.54
5.00 & Above	\$60.52



"Protecting Public Health and the Environment"

600 Wilson Avenue

Newark, NJ 07105

P (973) 344-1800 F (973) 334-2951

www.pvsc.com

Liquid Waste Acceptance Fax: (973) 466-3194

Dear Valued Customer,

Moving forward new agreements or agreement renewals will be based off CPI pricing.

About the CPI Inflation Calculator

The CPI inflation calculator uses the Consumer Price Index for All Urban Consumers (CPI-U) U.S. city average series for all items, not seasonally adjusted. This data represents changes in the prices of all goods and services purchased for consumption by urban households.

If you have any questions, you can reach out to Cameron Chadwick (973) 817-8424).

Thank you,

Dana Toal



**Passaic Valley
Sewerage Commission**

"Protecting Public Health and the Environment"

600 Wilson Ave.

Newark, NJ 07015

Dana Toal

Liquid Waste Acceptance

Office: 973-466-2579

Fax: 973-466-3194

**RESOLUTION NO. 26-73
MEETING DATE: 05-18-2026**

**RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF ROOSEVELT
WAIVING MARCH/APRIL WATER AND SEWER UTILITY BILLINGS FOR 5 CEDAR
COURT, BLOCK 2, LOT 51**

C/_____ offered the following resolution and moved its adoption, which was seconded by C/_____.

WHEREAS, the Borough of Roosevelt, County of Monmouth, State of New Jersey (the “Borough”) operates public water and sewer utilities that provide such services to certain properties within the Borough; and

WHEREAS, the property known as 5 Cedar Court, Block 2, Lot 51 (the “Property”) maintains utility accounts with the Borough; and

WHEREAS, in early March 2023, the structures located upon the Property were severely damaged and destroyed in a casualty loss incident; and

WHEREAS, during the months of March and April 2026, the Borough billed the Property’s utility accounts for structures that were no longer habitable and/or no longer existed upon the Property; and

WHEREAS, the Borough has determined that the amount billed to the Property’s accounts do not accurately reflect the utilities being utilized, and finds that the Property did not utilize any of the municipal services for which it was billed.

NOW, THEREFORE, BE IT RESOLVED, that the Governing Body of the Borough of Roosevelt, County of Monmouth, State of New Jersey does hereby authorize the Borough CFO and Tax Collector to cancel and/or waive the Property’s water/sewer utility bill for March/April 2026 in the amount of \$372.00; and

BE IT FURTHER RESOLVED, that any interest and late fees shall be waived on the Property’s water/sewer utility accounts relating to the above-authorized cancellation; and

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Borough CFO, Tax Collector, and the owner of the Property.

ROLL CALL:

AYES:

NAYS:

ABSTAIN:

ABSENT:

CERTIFICATION

I HEREBY CERTIFY the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on May 18, 2026.

Kathleen Hart
Borough Clerk

*BOROUGH OF ROOSEVELT
COUNTY OF MONMOUTH
STATE OF NEW JERSEY*

**RESOLUTION NO. 26-74
MEETING DATE: 05-18-2026**

**RESOLUTION AUTHORIZING ROBERTS ENGINEERING GROUP, LLC TO PREPARE AN
APPLICATION FOR THE NEW JERSEY DEPARTMENT OF TRANSPORTATION (NJDOT)
MUNICIPAL AID GRANT FISCAL YEAR 2027**

C/ _____ offered the following resolution and moved its adoption, which was seconded by
C/ _____.

WHEREAS, the Borough Engineer has recommended an application be prepared to the New Jersey Department of Transportation (“NJDOT”) and be submitted on or before July 1, 2026; and

WHEREAS, the Borough Engineer has made recommendation for Tamara Drive Boardwalk/Trail;
and

WHEREAS, the Borough Engineer has provided a cost not to exceed \$3,500.00; and

WHEREAS, the Borough’s Chief Financial Officer has certified the availability of funds in the amount not to exceed \$3,500.00; and

WHEREAS, the Borough’s Governing Body supports moving forward with the NJDOT Application for Municipal Aid Grant for fiscal year 2027 for Tamara Drive Boardwalk/Trail.

NOW, THEREFORE BE IT RESOLVED, by the Governing Body of the Borough of Roosevelt, County of Monmouth, State of New Jersey that Roberts Engineering Group, LLC is hereby authorized to prepare an application for the NJDOT Application for Municipal Aid Grant for fiscal year 2027.

BE IT FURTHER RESOLVED, that a certified copy of this resolution be sent to the Chief Financial Officer, Purchasing Agent, and Roberts Engineering Group, LLC.

ROLL CALL:

AYES:

NAYS:

ABSTAIN:

ABSENT:

CERTIFICATION

I HEREBY CERTIFY the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on May 18, 2026.

Kathleen Hart
Borough Clerk

BOROUGH OF ROOSEVELT

I, Scott M. Frueh, Chief Financial Officer of the Borough of Roosevelt, do hereby certify that funds are available for the following contract to be awarded:

<u>Vendor</u>	<u>Budget Account</u>	<u>Total Award</u>
Roberts Engineering Group (FY2027 NJDOT-Tamara Drive Trail From Pine Drive to RPS)	Engineering-O/E	\$3,500.00

Scott M. Frueh

Scott M. Frueh
Chief Financial Officer

Dated: 5/18/26

**RESOLUTION NO. 26-75
MEETING DATE: 05-18-2026**

**RESOLUTION APPROVING AND ACCEPTING DONATION FROM
THE FUND FOR ROOSEVELT FOR WAYSIDE PANELS FOR THE
FRANKLIN DELANO ROOSEVELT MEMORIAL AMPHITHEATER**

C/ _____ offered the following resolution and moved its adoption, which was second by C/ _____.

WHEREAS, the Borough of Roosevelt (the “Borough”) maintains a public amphitheater and accompanying grounds, subject to a lease agreement with the Board of Education of the Borough of Roosevelt, as a memorial to the late President Franklin D. Roosevelt (the “Amphitheater”); and

WHEREAS, the Amphitheater and accompanying grounds of such public lands are scheduled for renovation and landscaping improvements by the Borough; and

WHEREAS, the Fund for Roosevelt (the “Fund”) is a not-for-profit charitable corporation of the State of New Jersey, whose missions is to preserve the open space and protect the historic elements, both natural and man-made, of the Borough; and

WHEREAS, the Fund has assisted the Borough in securing funding for the restoration of the Amphitheater and now desires to assist the Borough in purchasing wayside panels for the finished Amphitheater project;

NOW, THEREFORE BE IT RESOLVED, that the Governing Body of the Borough of Roosevelt, County of Monmouth, State of New Jersey hereby accepts the donation of wayside panels for the completed Amphitheater project to be purchased by the fund for Roosevelt; and

BE IT FURTHER RESOLVED, that, to the extent that any such approval is necessary, the placement of the donated wayside panels shall be approved by any applicable historic or governmental agencies; and

BE IT FURTHER RESOLVED, that a certified copy of this resolution be sent to the Chief Financial Officer, Purchasing Agent, and the Fund for Roosevelt.

ROLL CALL:

AYES:

NAYS:

ABSTAIN:

ABSENT:

Certification

I HEREBY CERTIFY the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on May 18, 2026.

Kathleen Hart
Borough Clerk

RESOLUTION NO. 26-76
MEETING DATE: 05-18-2026

RESOLUTION APPOINTING A MUNICIPAL HOUSING LIAISON

C/_____ offered the following resolution and moved its adoption, which was second by C/_____.

WHEREAS, the Borough of Roosevelt (the “Borough”) is required to appoint a Municipal Housing Liaison for the oversight of administration of the Borough’s affordable housing program to enforce the requirements of the New Jersey law; and

WHEREAS, Eric Shubigger is qualified in the administration of affordable housing units under New Jersey law;

NOW THEREFORE BE IT RESOLVED, that the Governing Body of the Borough of Roosevelt, County of Monmouth, State of New Jersey hereby appoints Eric Shubigger as the Municipal Housing Liaison for the administration of the Borough’s affordable housing program; and

BE IT FURTHER RESOLVED, that a certified copy of this resolution be sent to the Purchasing Agent, Borough Land Use Board, and the Borough Planner.

ROLL CALL:

AYES:

NAYS:

ABSTAIN:

ABSENT:

Certification

I HEREBY CERTIFY the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on May 18, 2026.

Kathleen Hart
Borough Clerk