

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

COUNCIL REGULAR MEETING AGENDA
JULY 6, 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)

MINUTES:

1. Regular Meeting Minutes – June 15, 2026

ORDINANCES:

SECOND READING AND PUBLIC HEARING BOND ORDINANCE

2026-05 BOND ORDINANCE PROVIDING FOR TRICKLING FILTER REPLACEMENTS IN CONNECTION WITH THE WASTEWATER TREATMENT PLANT, APPROPRIATING \$2,095,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$2,095,000 BONDS AND NOTES TO FINANCE A PORTION OF THE COSTS THEREOF, AUTHORIZED IN AND BY THE BOROUGH OF ROOSEVELT, IN THE COUNTY OF MONMOUTH, NEW JERSEY

SECOND READING AND PUBLIC HEARING BOND ORDINANCE

2026-06 BOND ORDINANCE AMENDING IN PART BOND ORDINANCE NO. 2026-02 ADOPTED ON MARCH 2, 2026, PROVIDING FOR VARIOUS ROADWAY IMPROVEMENTS TO PINE DRIVE, IN ORDER TO INCREASE THE BOROUGH'S APPROPRIATION THEREFOR BY \$160,413 FOR A TOTAL APPROPRIATION OF \$578,768, TO INCREASE THE AUTHORIZED BONDS AND NOTES TO BE ISSUED TO FINANCE A PORTION OF THE

COSTS THEREOF BY \$160,413 FOR A TOTAL DEBT AUTHORIZATION OF \$401,259, AUTHORIZED IN AND BY THE BOROUGH OF ROOSEVELT, IN THE COUNTY OF MONMOUTH, NEW JERSEY

SECOND READING AND PUBLIC HEARING BOND ORDINANCE

2026-07 BOND ORDINANCE AMENDING IN PART BOND ORDINANCE NO. 2026-03 ADOPTED ON MARCH 2, 2026, PROVIDING FOR VARIOUS WATER UTILITY IMPROVEMENTS ALONG PINE DRIVE, IN ORDER TO INCREASE THE BOROUGH'S APPROPRIATION THEREFOR BY \$47,000 FOR A TOTAL APPROPRIATION OF \$178,232, TO INCREASE THE AUTHORIZED BONDS AND NOTES TO BE ISSUED TO FINANCE A PORTION OF THE COSTS THEREOF BY \$47,000 FOR A TOTAL DEBT AUTHORIZATION OF \$178,232, AUTHORIZED IN AND BY THE BOROUGH OF ROOSEVELT, IN THE COUNTY OF MONMOUTH, NEW JERSEY

SECOND READING AND PUBLIC HEARING BOND ORDINANCE

2026-08 CAPITAL ORDINANCE AMENDING IN PART CAPITAL ORDINANCE NO. 2025-12 ADOPTED ON SEPTEMBER 2, 2025, PROVIDING FOR SEWER MAIN REPAIRS/REPLACEMENT AND LATERAL REPLACEMENTS ON LAKE DRIVE, IN ORDER TO APPROPRIATE AN ADDITIONAL \$172,000 THEREFOR, FOR A TOTAL APPROPRIATION OF \$200,000, AND TO INCREASE THE ALLOCATION OF THE APPROPRIATION TO COSTS PERMITTED UNDER N.J.S.A. 40A:2-20, AUTHORIZED IN AND BY THE BOROUGH OF ROOSEVELT, IN THE COUNTY OF MONMOUTH, NEW JERSEY

FIRST READING

2026-09 AN ORDINANCE OF THE BOROUGH OF ROOSEVELT AMENDING CHAPTER 3: "POLICE REGULATIONS" TO PROHIBIT IMPROPER DISPOSAL OF WASTE INTO THE BOROUGH'S STORMWATER SYSTEM

Second Reading and Public Hearing is scheduled for July 20, 2026 at Roosevelt Borough Hall, 33 N. Rochdale Avenue, Roosevelt, NJ.

RESOLUTION:

Resolution 26-83 Resolution Approving the 2026 Municipal Budget

Second Reading and Public Hearing is scheduled for August 3, 2026 at Roosevelt Borough Hall, 33 N. Rochdale Avenue, Roosevelt, NJ.

CONSENT AGENDA RESOLUTIONS:

Resolution 26-84 Payment of Bills for July 6, 2026

Resolution 26-85 Resolution of the Borough Council of the Borough of Roosevelt Amending Change Order No. 4 to P.M. Construction Corp. for Improvements to Pine Drive

- Resolution 26-86 Resolution Approving the Bylaws of the Monmouth Municipal Joint Insurance Fund
- Resolution 26-87 Governing Body Certification of Compliance with the United States Equal Employment Opportunity Commission’s “Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964”
- Resolution 26-88 Resolution: Approval to Submit a Grant Application and Execute a Grant Contract with the New Jersey Department for the Roosevelt Woodland Trail Boardwalk
- Resolution 26-89 Resolution for Authorizing the Tax Collector to Process Third Quarter Estimated Tax Bills Due August 1, 2026
- Resolution 26-90 Resolution Renewing Monmouth County Shared Services Agreement for Monmouth County to Serve as the Public Answering Point (PSAP) for Roosevelt Borough
- Resolution 26-91 Resolution Authorizing Roberts Engineering Group, LLC to Design and Solicit Bids for the Replacement of the HVAC System for the Former EMS Garage/Office Space at Borough Hall
- Resolution 26-92 Resolution Adopting the “Rehabilitation Program Operating Manual” for the Borough of Roosevelt
- Resolution 26-93 Resolution Awarding Contract for Periodic Maintenance and Repair of the Borough’s Emergency Standby Generators
- Resolution 26-94 Resolution Approving Change Order for FDR Amphitheater

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:

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**

**BOND ORDINANCE NO. 2026-05
INTRODUCTION DATE: 06-15-2026
PUBLIC HEARING DATE: 07-06-2026**

BOND ORDINANCE PROVIDING FOR TRICKLING FILTER REPLACEMENTS IN CONNECTION WITH THE WASTEWATER TREATMENT PLANT, APPROPRIATING \$2,095,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$2,095,000 BONDS AND NOTES TO FINANCE A PORTION OF THE COSTS THEREOF, AUTHORIZED IN AND BY THE BOROUGH OF ROOSEVELT, IN THE COUNTY OF MONMOUTH, NEW JERSEY

BE IT ORDAINED by the BOROUGH COUNCIL OF THE BOROUGH OF ROOSEVELT, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring), AS FOLLOWS:

Section 1. The improvements described in Section 3 of this bond ordinance are hereby authorized as Water/Sewer Utility improvements to be undertaken in and by the Borough of Roosevelt, in the County of Monmouth, New Jersey (the "Borough"). For the improvements or purposes described in Section 3, there is hereby appropriated the sum of \$2,095,000, said sum being inclusive of all appropriations heretofore made therefor. No down payment is required or appropriated herein, in accordance with N.J.S.A. 40A:2-11c of the Local Bond Law, as this bond ordinance authorizes obligations solely for purposes which are self-liquidating and deductible from the gross debt of the Borough as set forth in N.J.S.A. 40A:2-7h. This bond ordinance authorizes projects intended to be funded through the New Jersey Infrastructure Bank Financing Program.

Section 2. In order to finance the costs of said improvements or purposes not provided for by the application of the down payment, negotiable bonds are hereby authorized to be issued in the principal amount not to exceed \$2,095,000, pursuant to the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. (a) The improvements hereby authorized and the purposes for which the obligations are to be issued consist of Trickling Filter replacements in connection with the Wastewater Treatment Plant located in the Borough, together with all purposes necessary, incidental or appurtenant thereto, all as shown on and in accordance with plans, specifications or requisitions therefor on file with or through the Borough Chief Financial Officer, as finally approved by the governing body of the Borough.

(b) The estimated maximum amount of bonds or notes to be issued for the improvements or purposes described in Section 3(a) hereof is \$2,095,000, as stated in Section 2 hereof.

(c) The estimated cost of the improvements or purposes described in Section 3(a) hereof is \$2,095,000, which is equal to the amount of the appropriation herein made therefor.

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer of the Borough, provided that no note shall mature later than one (1) year from its date. All notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. 40A:2-8. The notes shall bear interest at such rate or rates and be in such form as may be determined by the chief financial officer, who shall determine all matters in connection with notes issued pursuant to this ordinance, and the chief financial officer's signature upon the notes shall be conclusive evidence as to all such determinations. The chief financial officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of such notes occurs, such report shall include the amount, the description, the interest rate and the maturity schedule of the notes sold, the price obtained and the name of the purchaser.

Section 5. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvements or purposes described in Section 3 of this bond ordinance are not a current expense and are improvements or purposes that the Borough may lawfully undertake as Water/Sewer Utility improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of the improvements or purposes, within the limitations of the Local Bond Law and taking into consideration the amount of the obligations authorized for said purposes, according to the reasonable life thereof computed from the date of the bonds authorized by this bond ordinance, is twenty (20) years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Borough Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such Statement shows that the gross debt of the Borough as defined in the Local Bond Law is not increased by the authorization of the \$2,095,000 bonds and notes provided in this bond ordinance because the purposes authorized herein are self-liquidating and are deductible from the Borough's gross debt in accordance with N.J.S.A. 40A:2-44c and the obligations authorized herein will be within all debt limitations prescribed by said Law.

(d) An aggregate amount not exceeding \$95,000 for interest on said obligations, costs of issuing said obligations, engineering costs, legal fees and other items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included as part of the cost of said improvements and is included in the estimated cost indicated herein for said improvements.

(e) To the extent that moneys of the Borough are used to finance, on an interim basis, costs of said improvements or purposes, the Borough reasonably expects such costs to be paid or reimbursed with the proceeds of obligations issued pursuant hereto.

(f) This bond ordinance authorizes obligations of the Borough solely for purposes described in subparagraph (h) of §40A:2-7 of the Local Bond Law, and the obligations authorized herein are to be issued for purposes which are self-liquidating within the meaning and limitation of N.J.S.A. 40A:2-45 of said Law and are deductible from the gross debt of the Borough pursuant to N.J.S.A. 40A:2-44c and N.J.S.A. 40A:2-47(a) of said Law.

Section 6. The capital budget of the Borough is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith. The resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital program as approved by the Director of the Division of Local Government Services is on file with the Borough Clerk and is available there for public inspection.

Section 7. Any grant or similar moneys from time to time received by the Borough for the improvements or purposes described in Section 3 hereof, shall be applied either to direct payment of the cost of the improvements within the appropriation herein authorized or to payment of the obligations issued pursuant to this ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are received and so used.

Section 8. The full faith and credit of the Borough are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Borough, and, unless paid from other sources, the Borough shall be obligated to levy ad valorem taxes upon all the taxable property within the Borough for the payment of the obligations and the interest thereon without limitation as to rate or amount.

Section 9. This bond ordinance shall take effect twenty (20) days after the first dissemination thereof through the municipality's website after final adoption, as provided by the Local Bond Law.

**BOROUGH OF ROOSEVELT
COUNTY OF MONMOUTH**

**BOND ORDINANCE NO. 2026-06
INTRODUCED DATE: 06-15-2026
PUBLIC HEARING DATE: 07-06-2026**

BOND ORDINANCE AMENDING IN PART BOND ORDINANCE NO. 2026-02 ADOPTED ON MARCH 2, 2026, PROVIDING FOR VARIOUS ROADWAY IMPROVEMENTS TO PINE DRIVE, IN ORDER TO INCREASE THE BOROUGH'S APPROPRIATION THEREFOR BY \$160,413 FOR A TOTAL APPROPRIATION OF \$578,768, TO INCREASE THE AUTHORIZED BONDS AND NOTES TO BE ISSUED TO FINANCE A PORTION OF THE COSTS THEREOF BY \$160,413 FOR A TOTAL DEBT AUTHORIZATION OF \$401,259, AUTHORIZED IN AND BY THE BOROUGH OF ROOSEVELT, IN THE COUNTY OF MONMOUTH, NEW JERSEY

WHEREAS, the Borough of Roosevelt, in the County of Monmouth, New Jersey (the "Borough") adopted Bond Ordinance No. 2026-02 on March 2, 2026 (the "Prior Ordinance"), authorizing various roadway improvements to Pine Drive, including, but not limited to, milling and paving with base repairs as necessary; the replacement of deteriorated curbing, sidewalk, speed bumps, manhole frames and covers, signage and pavement markings; and upgraded inlets in order to meet NJDOT Bicycle Safe Grate Standards and New Jersey Department of Environmental Protection (NJDEP) Stormwater Regulations; and

WHEREAS, the Borough has determined that the costs associated with said Improvements are higher than anticipated and has determined to supplement the prior appropriation and the amount of bonds and notes authorized therefor.

NOW, THEREFORE, BE IT ORDAINED by the BOROUGH COUNCIL of the BOROUGH OF ROOSEVELT, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring), AS FOLLOWS:

Section 1. The Improvements described in Section 3 of this bond ordinance are hereby authorized as general improvements to be undertaken in and by Borough and were previously authorized by the Borough by the Prior Ordinance. For the Improvements or purposes described in Section 3, there is hereby appropriated the additional sum of \$160,413, in addition to the \$418,355 appropriated by the Prior Ordinance for a new total appropriated amount of \$578,768. No down payment is required in connection with the authorization of bonds and notes pursuant to N.J.S.A. 40A:2-11(c) with respect to the purpose described in Section 3(a) of this bond ordinance, as to which the NJ DOT Grant in the amount of \$177,509 will be applied as it involves a project funded by State grants or other similar programs, within the meaning of N.J.S.A. 40A:2-11(c).

Section 2. In order to finance the costs of the Improvements, \$160,413 negotiable bonds are hereby authorized to be issued in addition to the \$240,846 previously authorized by the Prior Ordinance for a total principal amount not to exceed \$401,259 pursuant to the Local Bond

Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. (a) The improvements hereby authorized and the purposes for which the obligations are to be issued consist of various roadway improvements to Pine Drive, including, but not limited to, milling and paving with base repairs as necessary; the replacement of deteriorated curbing, sidewalk, speed bumps, manhole frames and covers, signage and pavement markings; and upgraded inlets in order to meet NJDOT Bicycle Safe Grate Standards and New Jersey Department of Environmental Protection (NJDEP) Stormwater Regulations, together with all purposes necessary, incidental or apparent thereto, all as shown on and in accordance with plans, specifications or requisitions therefor on file with or through the chief financial officer of the Borough (the "Chief Financial Officer"), as finally approved by the governing body of the Borough.

(b) The estimated maximum amount of bonds or notes to be issued for the improvements or purposes described in Section 3(a) hereof is \$401,259 including the \$160,413 authorized herein, as stated in Section 2 hereof.

(c) The estimated cost of the improvements or purposes described in Section 3(a) hereof is \$578,768, which is equal to the amount of the \$160,413 supplemental appropriation herein made therefor and the \$418,355 appropriation made by the Prior Ordinance. The excess of the appropriation of \$578,768 over the estimated maximum amount of bonds or notes to be issued therefor being the amount of said sum of \$177,509 in Grant Proceeds.

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer of the Borough, provided that no note shall mature later than one (1) year from its date. All notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. 40A:2-8. The notes shall bear interest at such rate or rates and be in such form as may be determined by the chief financial officer, who shall determine all matters in connection with notes issued pursuant to this ordinance, and the chief financial officer's signature upon the notes shall be conclusive evidence as to all such determinations. The chief financial officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of such notes occurs, such report shall include the amount, the

description, the interest rate and the maturity schedule of the notes sold, the price obtained and the name of the purchaser.

Section 5. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvements or purposes described in Section 3 of this bond ordinance are not a current expense and are improvements or purposes that the Borough may lawfully undertake as general improvements and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of the improvements or purposes, within the limitations of the Local Bond Law and taking into consideration the amount of the obligations authorized for said purposes, according to the reasonable life thereof computed from the date of the bonds authorized by this bond ordinance, is twenty (20) years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Municipal Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such Statement shows that the gross debt of the Borough as defined in the Local Bond Law is increased by the authorization of the \$160,413 bonds and notes provided in this bond ordinance and the obligations authorized herein will be within all debt limitation prescribed by the Law.

(d) An aggregate amount not exceeding \$78,768, for interest on said obligations, costs of issuing said obligations, engineering costs, legal fees and other items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included as part of the cost of said improvements and is included in the estimated cost indicated herein for said improvements.

(e) To the extent that moneys of the Borough are used to finance, on an interim basis, costs of said improvements or purposes, the Borough reasonably expects such costs to be paid or reimbursed with the proceeds of obligations issued pursuant hereto. This ordinance shall constitute a declaration of official intent for the purposes and within the meaning of Section 1.150-2(e) of the United States Treasury Regulations.

Section 6. The capital budget of the Borough is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith. The resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital program as approved by the Director of the Division of Local Government Services is on file with the Municipal Clerk and is available there for public inspection.

Section 7. Any grant or similar moneys from time to time received by the Borough for the improvements or purposes described in Section 3 hereof, shall be applied either to direct payment of the cost of the improvements or to payment of the obligations issued pursuant to this ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are received and so used.

Section 8. The full faith and credit of the Borough are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Borough, and, unless paid from other sources, the Borough shall be obligated to levy ad valorem taxes upon all the taxable property within the Borough for the payment of the obligations and the interest thereon without limitation as to rate or amount.

Section 9. This bond ordinance shall take effect twenty (20) days after the first dissemination thereof through the municipality's website after final adoption, as provided by the Local Bond Law.

**BOROUGH OF ROOSEVELT
COUNTY OF MONMOUTH**

**BOND ORDINANCE NO. 2026-07
INTRODUCED DATE: 06-15-2026
PUBLIC HEARING DATE: 07-06-2026**

BOND ORDINANCE AMENDING IN PART BOND ORDINANCE NO. 2026-03 ADOPTED ON MARCH 2, 2026, PROVIDING FOR VARIOUS WATER UTILITY IMPROVEMENTS ALONG PINE DRIVE, IN ORDER TO INCREASE THE BOROUGH'S APPROPRIATION THEREFOR BY \$47,000 FOR A TOTAL APPROPRIATION OF \$178,232, TO INCREASE THE AUTHORIZED BONDS AND NOTES TO BE ISSUED TO FINANCE A PORTION OF THE COSTS THEREOF BY \$47,000 FOR A TOTAL DEBT AUTHORIZATION OF \$178,232, AUTHORIZED IN AND BY THE BOROUGH OF ROOSEVELT, IN THE COUNTY OF MONMOUTH, NEW JERSEY

WHEREAS, the Borough of Roosevelt, in the County of Monmouth, New Jersey (the "Borough") adopted Bond Ordinance No. 2026-03 on March 2, 2026 (the "Prior Ordinance"), authorizing various Water Utility improvements along Pine Drive, including, but not limited to, the replacement of curb boxes, fire hydrants, and a portion of the water main; and

WHEREAS, the Borough has determined that the costs associated with said Improvements are higher than anticipated and has determined to supplement the prior appropriation and the amount of bonds and notes authorized therefor.

NOW, THEREFORE, BE IT ORDAINED by the BOROUGH COUNCIL of the BOROUGH OF ROOSEVELT, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring), AS FOLLOWS:

Section 1. The Improvements described in Section 3 of this bond ordinance are hereby authorized as Water/Sewer Utility improvements to be undertaken in and by Borough and were previously authorized by the Borough by the Prior Ordinance. For the Improvements or purposes described in Section 3, there is hereby appropriated the additional sum of \$47,000, in addition to the \$131,232 appropriated by the Prior Ordinance for a new total appropriated amount of \$178,232. No down payment is required or appropriated herein, in accordance with N.J.S.A. 40A:2-11c of the Local Bond Law, as this bond ordinance authorizes obligations solely for purposes which are self-liquidating and deductible from the gross debt of the Borough as set forth in N.J.S.A. 40A:2-7h.

Section 2. In order to finance the costs of the Improvements, \$47,000 negotiable bonds are hereby authorized to be issued in addition to the \$131,232 previously authorized by the Prior Ordinance for a total principal amount not to exceed \$178,232 pursuant to the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. (a) The improvements hereby authorized and the purposes for which the obligations are to be issued consist of various Water Utility improvements along Pine Drive, including, but not limited to, the replacement of curb boxes, fire hydrants, and a portion of the water main, together with all purposes necessary, incidental or apparent thereto, all as shown on and in accordance with plans, specifications or requisitions therefor on file with or through the chief financial officer of the Borough (the "Chief Financial Officer"), as finally approved by the governing body of the Borough.

(b) The estimated maximum amount of bonds or notes to be issued for the improvements or purposes described in Section 3(a) hereof is \$178,232 including the \$47,000 authorized herein, as stated in Section 2 hereof.

(c) The estimated cost of the improvements or purposes described in Section 3(a) hereof is \$178,232, which is equal to the amount of the \$47,000 supplemental appropriation herein made therefor and the \$131,232 appropriation made by the Prior Ordinance.

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer of the Borough, provided that no note shall mature later than one (1) year from its date. All notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. 40A:2-8. The notes shall bear interest at such rate or rates and be in such form as may be determined by the chief financial officer, who shall determine all matters in connection with notes issued pursuant to this ordinance, and the chief financial officer's signature upon the notes shall be conclusive evidence as to all such determinations. The chief financial officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of such notes occurs, such report shall include the amount, the description, the interest rate and the maturity schedule of the notes sold, the price obtained and the name of the purchaser.

Section 5. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvements or purposes described in Section 3 of this bond ordinance are not a current expense and are improvements or purposes that the Borough may lawfully undertake as general improvements and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of the improvements or purposes, within the limitations of the Local Bond Law and taking into consideration the amount of the obligations authorized for said purposes, according to the reasonable life thereof computed from the date of the bonds authorized by this bond ordinance, is twenty (20) years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Municipal Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such Statement shows that the gross debt of the Borough as defined in the Local Bond Law is increased by the authorization of the \$47,000 bonds and notes provided in this bond ordinance and the obligations authorized herein will be within all debt limitation prescribed by the Law.

(d) An aggregate amount not exceeding \$28,232, for interest on said obligations, costs of issuing said obligations, engineering costs, legal fees and other items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included as part of the cost of said improvements and is included in the estimated cost indicated herein for said improvements.

(e) To the extent that moneys of the Borough are used to finance, on an interim basis, costs of said improvements or purposes, the Borough reasonably expects such costs to be paid or reimbursed with the proceeds of obligations issued pursuant hereto.

(f) This bond ordinance authorizes obligations of the Borough solely for purposes described in subparagraph (h) of §40A:2-7 of the Local Bond Law, and the obligations authorized herein are to be issued for purposes which are self-liquidating within the meaning and limitation of N.J.S.A. 40A:2-45 of said Law and are deductible from the gross debt of the Borough pursuant to N.J.S.A. 40A:2-44c and N.J.S.A. 40A:2-47(a) of said Law.

Section 6. The capital budget of the Borough is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith. The resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget

and capital program as approved by the Director of the Division of Local Government Services is on file with the Municipal Clerk and is available there for public inspection.

Section 7. Any grant or similar moneys from time to time received by the Borough for the improvements or purposes described in Section 3 hereof, shall be applied either to direct payment of the cost of the improvements or to payment of the obligations issued pursuant to this ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are received and so used.

Section 8. The full faith and credit of the Borough are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Borough, and, unless paid from other sources, the Borough shall be obligated to levy ad valorem taxes upon all the taxable property within the Borough for the payment of the obligations and the interest thereon without limitation as to rate or amount.

Section 9. This bond ordinance shall take effect twenty (20) days after the first dissemination thereof through the municipality's website after final adoption, as provided by the Local Bond Law.

ATTEST:

APPROVED

Kathleen Hart, Borough Clerk

Peggy Malkin, Mayor

**BOROUGH OF ROOSEVELT
COUNTY OF MONMOUTH**

**CAPITAL ORDINANCE NO. 2026-08
INTRODUCED DATE: 06-15-2026
PUBLIC HEARING DATE: 07-06-2026**

CAPITAL ORDINANCE AMENDING IN PART CAPITAL ORDINANCE NO. 2025-12 ADOPTED ON SEPTEMBER 2, 2025, PROVIDING FOR SEWER MAIN REPAIRS/REPLACEMENT AND LATERAL REPLACEMENTS ON LAKE DRIVE, IN ORDER TO APPROPRIATE AN ADDITIONAL \$172,000 THEREFOR, FOR A TOTAL APPROPRIATION OF \$200,000, AND TO INCREASE THE ALLOCATION OF THE APPROPRIATION TO COSTS PERMITTED UNDER N.J.S.A. 40A:2-20, AUTHORIZED IN AND BY THE BOROUGH OF ROOSEVELT, IN THE COUNTY OF MONMOUTH, NEW JERSEY

WHEREAS, the Borough of Roosevelt, in the County of Monmouth, New Jersey (the "Borough") adopted Capital Ordinance No. 2025-12 on September 2, 2025 (the "Prior Ordinance"), authorizing Sewer Main repairs/replacement and lateral replacements; and

WHEREAS, the Borough has determined that the costs associated with said improvements are higher than anticipated and has determined to supplement the appropriation therefor; and

WHEREAS, the Borough has determined that the \$13,000 authorized by the Prior Ordinance for purposes permitted under N.J.S.A. 40A:2-20 is insufficient and desires to increase such allocation by \$7,000 to an aggregate amount of \$20,000.

NOW, THEREFORE, BE IT ORDAINED by the BOROUGH COUNCIL of the BOROUGH OF ROOSEVELT, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring), AS FOLLOWS:

Section 1. The improvements authorized by the Prior Ordinance to be undertaken by the Borough consist sewer main repairs/replacement and lateral replacements along Lake Drive in the Borough, together with all purposes necessary, incidental or appurtenant thereto, all as shown on and in accordance with contracts, plans, specifications or requisitions therefor on file with or through the Borough Clerk, as finally approved by the governing body of the Borough.

Section 2. For the improvements authorized by the Prior Ordinance and stated in Section 1 of this ordinance, there is hereby appropriated the total sum of \$200,000, said sum being inclusive of \$28,000 from the Borough's Water/Sewer Capital Improvement Fund and appropriated by the Prior Ordinance, and the additional \$172,000 available in the Borough's Water/Sewer Capital Improvement Fund.

Section 3. The 2026 capital budget of the Borough will conform with the provisions of this ordinance to the extent of any inconsistency herewith. The resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and

capital program as approved by the Director of the Division of Local Government Services is on file with the Borough Clerk and is available there for public inspection.

Section 4. Any grant or similar moneys from time to time received by the Borough for the improvements or purposes described in Section 1 hereof, shall be applied to direct payment of the cost of the improvements within the appropriation herein authorized.

Section 5. The Borough Attorney and other Borough officials and representatives are hereby authorized to do all things necessary to accomplish the purposes of the appropriation made herein.

Section 6. All other provisions of the Prior Ordinance remained unchanged.

Section 7. This ordinance shall take effect as provided by law.

ATTEST:

APPROVED

Kathleen Hart, Borough Clerk

Peggy Malkin, Mayor

ORDINANCE 2026-09
INTRODUCTION DATE: 07-06-2026
PUBLIC HEARING DATE: 07-20-2026

**AN ORDINANCE OF THE BOROUGH OF ROOSEVELT AMENDING
CHAPTER 3: "POLICE REGULATIONS" TO PROHIBIT IMPROPER
DISPOSAL OF WASTE INTO THE BOROUGH'S STORMWATER SYSTEM**

BE IT ORDAINED by the Governing Body of the Borough of Roosevelt, County of Monmouth, State of New Jersey, that Chapter 3: "Police Regulations" of the Borough's Revised General Ordinances is hereby augmented with *new* Section 3-12: "Improper Disposal of Waste" as follows (~~stricken text~~ indicates deletions, underlined text indicates additions):

CHAPTER 3

POLICE REGULATIONS

* * *

§ 3-12 IMPROPER DISPOSAL OF WASTE.

This section shall prohibit the spilling, dumping, or disposal of materials other than stormwater to the municipal separate storm sewer system (MS4) operated by [insert name of municipality] to protect the environment, public health, safety, and welfare, and to prescribe penalties for failure to comply.

§ 3-12.1 Definitions.

For the purpose of this ordinance, the following terms, phrases, words, and their derivations shall have the meanings stated herein unless their use in the text of this Chapter clearly demonstrates a different meaning. When consistent with the context, words used in the present tense include the future, words used in the plural number include the singular number, and words used in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4)

A conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains) that is owned or operated by the Borough of Roosevelt or other public body, and is designed and used for collecting and conveying stormwater.

PERSON

Any individual, corporation, company, partnership, firm, association, or political subdivision of this State subject to municipal jurisdiction.

STORMWATER

Water resulting from precipitation (including rain and snow) that runs off the land's surface, is transmitted to the subsurface, is captured by separate storm sewers or other sewerage or drainage facilities or is conveyed by snow removal equipment.

§ 3-12.2 Regulated Activities.

The spilling, dumping, or disposal of materials other than stormwater that causes the discharge of pollutants to the municipal separate storm sewer system operated by the Borough of Roosevelt is prohibited.

§ 3-12.3 Exemptions.

- a. Potable water line flushing and discharges from potable water sources, excluding the discharge of filter backwash and first flush water from potable well development/redevelopment activities utilizing chemicals in accordance with N.J.A.C. 7:90. The volume of first flush water, which is a minimum of three times the volume of the well water column, shall be handled and disposed of properly;
- b. Uncontaminated ground water (e.g., infiltration, crawl space or basement sump pumps, foundation or footing drains, rising ground waters);
- c. Air conditioning condensate (excluding contact and non-contact cooling water; and industrial refrigerant condensate);
- d. Irrigation water (including landscape and lawn watering runoff);
- e. Flows from springs, riparian habitats, wetlands, water reservoir discharges and diverted stream flows;
- f. Residential car washing water and dechlorinated swimming pool discharges from single family residential homes;
- g. Sidewalk, driveway, and street wash water;
- h. Flows from firefighting activities including the washing of fire fighting vehicles;
- i. Flows from clean water rinsing of beach maintenance equipment immediately following use and only if the equipment is used for its intended purpose;
- j. Rinsing of beach maintenance equipment is limited to exterior, undercarriage, and exposed parts and does not apply to engines or other enclosed machinery;

- k. Flows from clean water rinsing of equipment and vehicles used in the application of salt and deicing materials. Prior to rinsing, all equipment shall be cleaned using dry methods such as shoveling and sweeping. Recovered materials are to be returned to storage or properly discarded; and
- l. Rinsing of deicing equipment is limited to exterior, undercarriage, and exposed parts and does not apply to engines or other enclosed machinery.

§ 3-12.4 Enforcement.

This Section shall be enforced by the Borough's Code Enforcement Officer.

§ 3-12.5 Violations and Penalties.

Any person(s) who is found to be in violation of the provisions of this ordinance shall be subject to a fine no less than \$100 and not to exceed \$500 for each incident.

BE IT FURTHER ORDAINED that any ordinances or portions thereof which are inconsistent with the provisions of this Ordinance are hereby repealed as of the effective date of this Ordinance. All other provisions of the Revised General Ordinances are ratified and remain in full force and effect.

BE IT FURTHER ORDAINED that, if any provision of this Ordinance or the application of such provision to any person or circumstance is declared invalid, such invalidity shall not affect the other provisions or applications of this Ordinance which can be given effect, and to this end, the provisions of this Ordinance are declared to be severable.

BE IT FURTHER ORDAINED that this ordinance shall be in full force and take effect upon final passage and publication, according to law.

ATTEST:

APPROVED

Kathleen Hart, Borough Clerk

Peggy Malkin, Mayor

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

**RESOLUTION NO. 26-83
MEETING DATE: 07-06-2026**

RESOLUTION APPROVING THE 2026 MUNICIPAL BUDGET

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

SEE BUDGET DOCUMENT ATTACHED

ROLL CALL VOTE:

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 July 6, 2026.

Kathleen Hart
Borough Clerk

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

**RESOLUTION NO. 26-84
MEETING DATE: 07-06-2026**

PAYMENT OF BILLS FOR JULY 6, 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 July 6, 2026.

Kathleen Hart
Borough Clerk

7-6-26 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 #	P.O. #	PO Date	Name	Description	Status	Amount	Void Amount	Contract	PO Type
ALPHA005	26-00063	01/29/26	ALPHADOG SOLUTIONS, INC.	2026 WEBSITE MANAGEMENT	Open	\$720.00	\$0.00		B
BROTH005	26-00358	06/15/26	BROTHERS MANAGEMENT ASSOC, INC	PETTING ZOO & FACE PAINTER	Open	\$1,025.00	\$0.00		
CMRSF005	26-00391	06/29/26	CMRS-FP	POSTAGE FOR POSTAGE METER	Open	\$408.00	\$0.00		
CONOV005	26-00324	06/01/26	CONOVER BUILDING MAINTENANCE	JUN 2026 SERVICES	Open	\$223.89	\$0.00		
CROSS005	26-00125	02/27/26	CROSS OVER NETWORKS, LLC	2026 IT SERVICES	Open	\$467.11	\$0.00		B
FOODF005	26-00309	05/26/26	FOOD FOR ALL FOOD TRUCK, LLC	FOOD TRUCK FOR 4th OF JULY	Open	\$3,500.00	\$0.00		
FRANC005	26-00375	06/22/26	FRANCOTYP-POSTALIA, INC.	3/Q/2026 METER/SCALE RENTAL	Open	\$162.54	\$0.00		
LEAF0005	26-00394	06/30/26	LEAF COMMERCIAL CAPITAL, INC.	KYOCERA COPIER PYMT 32 OF 60	Open	\$171.48	\$0.00		
LYONS005	26-00377	06/22/26	LYONS ENVIRONMENTAL SERV, LLC	ADDT'L SERVICES 5/6-5/27/26	Open	\$977.50	\$0.00		
MONMO045	26-00376	06/22/26	MONMOUTH COUNTY TREASURER	POSTAGE FOR SAMPLE BALLOTS	Open	\$86.76	\$0.00		
ONECA005	26-00397	07/01/26	ONE CALL CONCEPTS, INC.	2/Q/2026 "CALL BEFORE YOU DIG"	Open	\$41.10	\$0.00		
ORKIN005	26-00379	06/23/26	ORKIN PEST CONTROL SERVICE	JUN 2026 PEST CONTROL	Open	\$63.00	\$0.00		
PMCON005	23-00412	08/10/23	P.M. CONSTRUCTION CORP.	IMPROVEMENTS:PINE DRIVE	Open	\$537.93	\$0.00		B
PARTY010	26-00310	05/26/26	PARTY PERFECT RENTALS, LLC	RENTALS FOR 7/4/26	Open	\$2,080.00	\$0.00		
PETTY005	26-00362	06/16/26	PETTY CASH	REIMBURSE PETTY CASH	Open	\$90.40	\$0.00		
	26-00365	06/16/26		REIMBURSE PETTY CASH	Open	\$23.45	\$0.00		
	26-00368	06/18/26		REIMBURSE PETTY CASH	Open	\$12.65	\$0.00		
	26-00389	06/25/26		REIMBURSE PETTY CASH	Open	\$81.00	\$0.00		

BOROUGH OF ROOSEVELT
Bill List By Vendor Name

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
PETTY005		PETTY CASH	<i>Account Continued</i>				
				Vendor Total:	\$207.50		
PSEGC005 26-00363	06/16/26	PSE & G CO. MAY 2026 GAS SERVICE	Open	\$356.17	\$0.00		
RICCI005 26-00361	06/16/26	RICCIARDELLI, MICHAEL MAGICIAN-4TH OF JULY	Open	\$600.00	\$0.00		
ROBER005 22-00437	07/27/22	ROBERTS ENGINEERING GROUP, LLC ROAD IMPROVEMENTS:TAMARA DRIV	Open	\$900.00	\$0.00		B
23-00499	09/25/23	ROAD IMPROVEMENTS:NORTH VALLE	Open	\$631.25	\$0.00		B
25-00229	04/08/25	ROAD IMPROV:LAKE/SPRUCE/S.VALL	Open	\$62.50	\$0.00		B
26-00065	01/29/26	WATER TOWER REPAIRS	Open	\$685.00	\$0.00		B
26-00305	05/20/26	NJDOT GRANT 2027 APPLICATION	Open	\$947.50	\$0.00		B
26-00378	06/23/26	PINE DRIVE SEWER BLOCKAGE	Open	\$200.00	\$0.00		
				Vendor Total:	\$3,426.25		
ROOSE020 26-00359	06/15/26	ROOSEVELT PUBLIC SCHOOL CLEAN COMM-LITTER PICKUP	Open	\$100.00	\$0.00		
SHORE005 26-00395	06/30/26	SHORE BUSINESS SOLUTIONS USAGE 5/21/26-6/20/26	Open	\$2.77	\$0.00		
STAPL005 26-00323	06/01/26	STAPLES BUSINESS ADVANTAGE OFFICE & JANITORIAL SUPPLIES	Open	\$197.20	\$0.00		
THEHO010 26-00366	06/17/26	THE HOME DEPOT MISC SUPPLIES 6/17/26	Open	\$134.62	\$0.00		
26-00390	06/25/26	MISC SUPP FOR EMERG EXIT SIGNS	Open	\$344.58	\$0.00		
26-00392	06/29/26	SUPPL TO REPAIR DOWN SPOUT	Open	\$35.11	\$0.00		
				Vendor Total:	\$514.31		
THEKI005 26-00311	05/26/26	THE KIDS AT OUR HOUSE, INC. PERFORMANCE ON 7/4/26	Open	\$425.00	\$0.00		
TREEW005 26-00341	06/10/26	TREE WISE MEN, LLC EMERG:TREE REMOVAL ON TRAIL	Open	\$300.00	\$0.00		
VERIZ015 26-00388	06/25/26	VERIZON PHONE/INTERNET-JUN 2026	Open	\$1,059.30	\$0.00		
VORTE005 26-00364	06/16/26	VORTEX SERVICES, LLC JETTING & TELEWISE SEWER MAIN	Open	\$3,950.00	\$0.00		
WEBHA005 26-00329	06/04/26	WEB HAULING & DISTRIBUTION,INC PUMP SLUDGE TANK 5/22/26	Open	\$1,750.00	\$0.00		
YALEE005 26-00367	06/18/26	YALE ELECTRIC SUPPLY CO. EMERGENCY EXIT SIGNS	Open	\$319.86	\$0.00		

Total Purchase Orders: 38 Total P.O. Line Items: 0 Total List Amount: \$23,672.67 Total Void Amount: \$0.00

Totals by Year-Fund							
Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
	6-01	\$12,571.98	\$0.00	\$12,571.98	\$0.00	\$0.00	\$12,571.98
	6-09	\$8,184.01	\$0.00	\$8,184.01	\$0.00	\$0.00	\$8,184.01
	Year Total:	\$20,755.99	\$0.00	\$20,755.99	\$0.00	\$0.00	\$20,755.99
	C-04	\$2,131.68	\$0.00	\$2,131.68	\$0.00	\$0.00	\$2,131.68
	C-08	\$685.00	\$0.00	\$685.00	\$0.00	\$0.00	\$685.00
	Year Total:	\$2,816.68	\$0.00	\$2,816.68	\$0.00	\$0.00	\$2,816.68
	G-02	\$100.00	\$0.00	\$100.00	\$0.00	\$0.00	\$100.00
Total Of All Funds:		\$23,672.67	\$0.00	\$23,672.67	\$0.00	\$0.00	\$23,672.67

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:

Vendor	Budget Account	Total Award
7/6/26 Bill List	various	\$23,672.67

Scott M. Frueh
Scott M. Frueh
Chief Financial Officer

Dated: 7/6/26

**RESOLUTION NO. 26-85
MEETING DATE: 07-06-2026**

**RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF ROOSEVELT
AMENDING CHANGE ORDER NO. 4 TO P.M. CONSTRUCTION CORP. FOR
IMPROVEMENTS TO PINE DRIVE**

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

WHEREAS, by Resolution 23-53, dated May 1, 2023, the Borough of Roosevelt (the “Borough”) awarded a contract to P.M. Construction Corp. (the “Contractor”) in the amount of \$667,939.70 for Improvements to Pine Drive (the “Project”); and

WHEREAS, the Borough previously approved Change Order No. 1, Change Order No. 2 and Change Order No. 3; and

WHEREAS, the Contractor submitted Change Order No. 4 which adjusts the contract quantities to as-built quantities and reduces the original contract price by \$99,565.25 to \$568,374.45; and

WHEREAS, the Borough Engineer subsequently determined that the fuel price adjustment must be removed from the contract as it does not meet the minimum requirements for fuel price adjustment reimbursement; and

WHEREAS, Change Order No. 4 Final and Payment No. 5 Final must be revised to reflect a \$537.93 increase to the final contract amount; and

WHEREAS, the original final contract amount was \$568,374.45 and will be increasing by \$537.93 to a revised final contract amount of \$568,912.38; and

WHEREAS, the Borough Engineer has approved the amended Change Order No. 4 and final contract amount.

NOW, THEREFORE, BE IT RESOLVED, that the Borough Council of the Borough of Roosevelt, County of Monmouth, State of New Jersey, does hereby approve an amendment to Change Order No. 4 increasing the contract in the amount of \$537.93 to a final contract amount of \$568,912.38 and a payment of \$537.93 to P.M. Construction Corp.

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to P.M. Construction Corp.; Scott Frueh, CFO; Ana Debevec, Treasurer/Purchasing Agent; Cameron Corini, Borough Engineer.

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 July 6, 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 change order:

<u>Vendor</u>	<u>Budget Account</u>	<u>Total Award</u>
P.M. Construction Corp. (Amend Change Order No. 4-Pine Dr.)	Bond Ord. 22-02	537.93

Scott M. Frueh

Scott M. Frueh
Chief Financial Officer

Dated: 7/6/26

RESOLUTION NO. 26-86
MEETING DATE: 07-06-2026

**RESOLUTION APPROVING THE BYLAWS OF THE MONMOUTH MUNICIPAL
JOINT INSURANCE FUND**

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

WHEREAS, the Borough of Roosevelt (the “Borough”) is a member of the Monmouth Municipal Joint Insurance Fund (the “Fund”) for the purposes of insuring certain risks and obtaining defense and indemnification for certain claims made against the Borough; and

WHEREAS, the Fund’s Bylaws were adopted in 1988 and have not been amended since their adoption; and

WHEREAS, the Fund’s legal counsel has recommended that the Fund’s Bylaws be updated and revised; and

WHEREAS, following a public hearing conducted on June 18, 2026, the Executive Committee of the Fund adopted revised and amended Bylaws, which are attached as Exhibit A; and

WHEREAS, the Fund’s revised and amended Bylaws must be ratified by at least three-fourths of the forty-one member municipalities of the Fund before same can become effective;

NOW, THEREFORE BE IT RESOLVED, by the Governing Body of the Borough of Roosevelt, County of Monmouth, State of New Jersey hereby ratifies and approves the Fund’s revised and amended Bylaws, which are attached as Exhibit A.

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 July 6, 2026.

Kathleen Hart
Borough Clerk

EXHIBIT A

MONMOUTH COUNTY MUNICIPAL JOINT INSURANCE FUND
BYLAWS

MONMOUTH MUNICIPAL JOINT INSURANCE FUND

**9 Campus Drive, Suite 216
Parsippany, NJ 07054**

Organized January 1, 1988

BYLAWS

Adopted - 1/14/88

WHEREAS - N.J.S.A. 40A:10-36 et seq. permits local units to join together to form a joint insurance fund; and

WHEREAS - Said statute was designed to give local units the opportunity to use alternative risk management techniques, providing they are based on sound actuarial principles; and

WHEREAS - Public Law 1983, c.372 (N.J.S.A. 40A:10-36 et seq) permits municipalities to join together to form a joint insurance fund.

WHEREAS - Said statute and the regulations promulgated by the Department of Banking and Insurance pursuant thereto require the members to adopt bylaws.

WHEREAS -

WHEREAS - It has been concluded that the formation of a "Municipal Joint Insurance Fund" will result in significant savings in insurance cost as well as providing stability in coverage.

NOW THEREFORE, in consideration of the premises and in order to create said fund to be known as the Monmouth Municipal Joint Insurance Fund, hereinafter called the "Fund", it is mutually understood and agreed as follows:

ARTICLE I - DEFINITIONS

“ACTUARY” means a person who is a Fellow in good standing of the Casualty Actuarial Society with three years recent experience in loss reserving; an associate in good standing of the Casualty Actuarial Society with five years recent experience in loss reserving; or an associate in good standing of the American Academy of Actuaries who has been approved as qualified for signing loss reserve opinions by the Casualty Practice Council of the American Academy of Actuaries and who has seven years recent experience in loss reserving.

"ADMINISTRATOR" means a person, partnership, corporation or other legal entity engaged by the Fund to act as Executive Director, to carry out the policies established by the fund commissioners or executive committee and to otherwise administer and provide day-to-day management of the Fund.

"ALLOCATED CLAIMS EXPENSE" means attorneys' fees, expert witness fees (i.e. engineering, physicians, etc.), medical reports, professional photographers' fees, police reports and other similar expenses. The exact definition of "Allocated Claims Expense" or similar terms for any line of insurance coverage shall be the definition in the excess insurance policy purchased by the JIF.

"CHAIRPERSON" means the chairperson of the Fund commission, elected by the Fund Commissioners pursuant to N.J.S.A. 40A:10-37 and these bylaws.

"COMMISSIONER" means the Commissioner of Banking and Insurance where the context so indicates. Elsewhere in these bylaws, the term commissioner refers to the local unit's representative known as a commissioner or Fund Commissioner.

"DEPARTMENT" means the Department of Banking and Insurance.

"EMPLOYER'S LIABILITY" means the legal liability of an employer to pay damages because of bodily injury or death by accident or disease at any time resulting therefrom sustained by an employee arising out of and in the course of his employment by the employer, which is not covered by a workers' compensation law. The exact definition of "Employer's Liability" or similar terms shall be the definition used in the excess insurance policy purchased by the Fund.

"ENVIRONMENTAL IMPAIRMENT LIABILITY FUND" means a joint insurance fund formed for the sole purpose of insuring against bodily injury and property damage claims arising from environmental liability and legal representation therefore to the extent and for coverages set forth in N.J.A.C. 11:15-2 etseq.

"EXCESS INSURANCE" means insurance purchased from an insurance company authorized or admitted in the State of New Jersey or deemed eligible by the Commissioner as a surplus lines insurer or from any other entity authorized to provide said coverage in this state pursuant to law, covering losses in excess of an amount set forth in insurance contracts on a specific occurrence, or per accident or annual aggregate basis.

"EXECUTIVE COMMITTEE" means the governing body of the Fund. When membership of the Fund is in excess of seven (7) municipalities, as soon as possible after the beginning of the year, the Fund Commissioners shall meet and elect five (5) commissioners to serve and up to four (4) alternates, along with the chairperson and the secretary as the Executive Committee of the Fund, as provided in N.J.S.A. 40A:10-36 et

seq. During their terms of office, members of the Executive Committee shall exercise the full power and authority of the Fund Commissioners, except as otherwise provided.

"FUND" means the Monmouth Municipal Joint Insurance Fund (hereinafter referred to as "Fund").

"FUND YEAR" means the Fund's fiscal year of January 1st through December 31st.

"GENERAL LIABILITY" means any and all liability which may be insured under the laws of the State of New Jersey, excluding workers' compensation, employer's liability, motor vehicular and equipment liability. The exact definition of a "General Liability" or similar terms is the definition used in the excess insurance policy purchased by the Fund.

"INCURRED CLAIMS" means claims which occur and are reported during a Fund year, including claims reported or paid during a later period. The exact definition of "Incurred Claims" or any similar term is the definition used in the excess insurance policy purchased by the Fund.

"INDEMNITY AND TRUST AGREEMENT" means a written contract signed by and duly adopted by the members of the Fund under which each agrees to jointly and severally assume and discharge the liabilities of each and every party to such agreement arising from their participation in the Fund. The agreement shall specify the extent of the member's participation in the Fund with respect to the types of coverage to be provided by the Fund and shall include the duration of Fund membership which shall not exceed three years pursuant to N.J.S.A. 40A: 11-15 (6). The agreement shall also specify that the member has never defaulted on claims if self-insured and has not been canceled for non-payment of insurance premiums for a period of at least two years prior to application to the Fund.

"MANUAL PREMIUM" means the premium computed according to the Experience Rating Plan provided for in the New Jersey Worker's Compensation and Employer's Liability Insurance Manual on file with the Commissioner and similar insurance industry rating plans for other lines of coverage.

"MEL" means the Municipal Excess Liability Joint Insurance Fund.

"MOTOR VEHICULAR AND EQUIPMENT LIABILITY" means liability resulting from the use or operation of motor vehicles, equipment or apparatus owned by or controlled by the participating municipality, or owned by or under the control of any subdivision thereof including its departments, boards, agencies or commissions. The exact definition of "motor vehicular and equipment liability" or any similar terms shall be the definition of the excess insurance policy purchased by the Fund.

"OCCURRENCE" means a single event. The exact definition of "occurrence" or any similar term shall be the definition used in the excess insurance policy purchased by the Fund.

"PRODUCER" means any person engaged in the business of an insurance agent, insurance broker, or insurance consultant as defined in N.J.S.A. 17:22 A-1 et seq.

"PROPERTY DAMAGE" means any loss or damage, however caused, to property including monies and securities, motor vehicles, equipment or apparatus owned by the member or owned by or under the control of any of its departments, boards, agencies, commissions, or other entities which the membership may provide coverage for. The exact definition of "property damage" or similar terms shall be the definition in the insurance policy issued by the Fund.

"SERVICING ORGANIZATION" means an individual, partnership, association, or corporation, other than the administrator, that has contracted with the Fund to provide, on the Fund's behalf, any function as designated by the Fund Commissioners including, but not limited to, actuarial services, claims administration, cost containment services, loss prevention/safety engineering services, legal services, auditing services, financial services, compilation and maintenance of the Fund's underwriting file, coordination and preparation of coverage documents, risk selection and pricing, excess insurance or reinsurance producer services, which include producer negotiations on behalf of the Fund for excess insurance or reinsurance from an insurer, member assessment and fee development, report preparation pursuant to N.J.S.A. 40A:10-36, et seq. and N.J.A.C. 11:15-2 et seq., and such other duties as designated by the Fund.

"SURPLUS" means that amount of monies in a trust account that is in excess of all costs, earned investment income, refunds, incurred losses and loss adjustment expenses and incurred but not reported reserves including the associated loss adjustment expenses attributed to the Fund net of any recoverable per occurrence or aggregate excess insurance or reinsurance for a particular year.

"UNPAID CLAIMS" or "UNPAID LOSSES" means case reserves and reserves for incurred but not reported claims attributed to the Fund net of any recoverable per occurrence or aggregate excess insurance or reinsurance for a particular year.

"WORKERS' COMPENSATION" means the provisions of N.J.S.A. 34:15-7 et seq. The exact definition of "Workers' Compensation" or similar terms shall be the definition in the excess insurance policy purchased by the Fund.

ARTICLE II - MEMBERSHIP

Agreement To Join the Fund:

1. Pursuant to Section I of P.L. 1983, c.372, the governing body of a qualified municipality shall by resolution or ordinance, as appropriate, agree to join the Fund.
 - a. The resolution or ordinance shall provide for execution of a written agreement specifically providing for acceptance of the Fund's bylaws as approved and adopted pursuant to Section 4 of the Act.
 - b. The Agreement shall specify the extent of the municipality's participation in the Fund with respect to the types of insurance coverage to be provided by the Fund and shall include the duration of Fund membership, which in no event shall exceed three years pursuant to N.J.S.A. 40A:11-15 (6).
2. Any applicant who wishes to avail itself of Excess coverage available through the Municipal Excess Liability Joint Insurance Fund shall by resolution or ordinance, as appropriate, make application to said Excess Fund for membership to run concurrently with its membership in this Fund.
3. The agreement shall include an executed Indemnity and Trust Agreement.
4. All applicants to the Fund must also include a letter certifying that the municipality has never defaulted on claims if self-insured and has not been canceled for nonpayment of insurance premiums for a period of at least two years prior to the application.

Subsequent Membership:

1. Any municipality seeking membership after the Fund's initial approval by the Commissioner of Insurance and the Department of Community Affairs shall submit an application for membership to the Fund on a form approved by the Commissioner of Insurance. The application shall include an executed Indemnity and Trust Agreement and other documentation required under Section A above.
2. The Commissioners/Executive Committee may approve the application by a two-thirds vote of its full authorized membership based on the following criteria.
 - a. The applicant's five (5) year claims history shows safety performance consistent with the Fund's objectives and the applicants physical location and

makeup indicates a prospective likelihood of satisfactory future claim performance.

- b. A safety inspection and evaluation conducted by the Fund's safety consultant at the expense of the applicant shows the applicant meets the Fund's safety standards.
 - c. The Fund has the administrative capability to absorb additional memberships without undue inconvenience or strain.
3. If the applicant is approved by the Fund, it shall be concurrently filed with the Department of Insurance and the Department of Community Affairs and shall be accompanied by such amendment to the Fund's bylaws, budget and plan of risk management as may be appropriate.
 4. No new membership in the Fund shall become effective until the application and accompanying amendments to the Fund's Bylaws and Plan of Risk Management are approved by the Commissioners of Insurance and Community Affairs.

Conditions Of Membership:

As a condition of membership, each municipality shall:

1. Form a safety committee and actively participate in all Fund sponsored safety programs.
2. Hire a Risk Management Consultant, who shall not be a Fund Commissioner, to advise the municipality on matters relating to the Fund's operation and coverages. Said Risk Management Consultant shall be hired independently by each municipality or as a single appointment, as voted upon and established annually by the commissioners/executive committee. If the Fund commissioners/executive committee elect to appoint a single Risk Management Consultant, any member may for cause, upon written notice to the Joint Insurance Fund within 30 days of said appointment, reject the Funds' appointee and substitute one of its own choice. "For cause" shall be defined as any reasonable justification not necessarily related to the performance of the Fund's appointee. The Risk Management Consultant shall be paid a fee up to six (6%) percent of the municipality's assessment for the current year, as determined annually by the Executive Committee, subject to the availability of funds of the Fund's operating budget. The fee shall be paid on a biannual basis.
 - a. The Risk Management Consultant shall be appointed in conformance with the Local Public Contracts Law.

- b. The Risk Management Consultant's specific responsibilities shall include, but not be limited to:
 - (1) The evaluation of the town's exposure.
 - (2) The explanation of the various coverages available from the Fund and assisting the municipality in the selection of proper coverage.
 - (3) The preparation of applications, statement of values, etc., required by the Fund.
 - (4) The review of the town's assessment and assisting in the preparation of the town's insurance budget.
 - (5) The review of losses and engineering reports and providing assistance to the town's safety committee.
 - (6) Assisting in the claims settlement process.
 - (7) Attendance at the majority of meetings of the Fund commissioners/executive committee and the performance of such other services as required by the municipality or the Fund.
 - (8) Such other services as required by the member(s) and/or the Fund.
 - c. The Risk Management Consultant shall be a New Jersey licensed property/casualty insurance agent or broker who has demonstrated prior experience in the management of public insurance risks.
3. Participate in all the major lines of coverage offered by the Fund.

Membership Renewals:

- 1. Members may renew their participation in the Fund by execution of a renewal agreement and passage of a resolution no later than ninety (90) days prior to the expiration of the term period.
- 2. The Fund commissioners/executive committee must act upon any renewal application no later than forty-five (45) days prior to the expiration of the term period. Otherwise, the renewal application is automatically approved.

3. In order to deny a renewal application, the Fund's Commissioners/Executive Committee shall find by majority vote that the applicant has failed to fulfill its responsibilities as a member or no longer meets the Fund's risk management or underwriting standards or other reasons approved by the Commissioner as reasons for termination.
4. Non-renewal of a Fund member does not relieve the member of responsibility for claims incurred during its period of membership.

Termination and/or Withdrawal of Fund Members:

1. A participating municipality must remain in the Fund for the full term of membership unless earlier terminated by a majority vote of the Fund commissioners or a two-thirds vote of the Executive Committee for non-payment of assessments or continued non-compliance after written notice to comply with these Bylaws or other obligations. However, such participating municipality shall not be deemed terminated until:
 - a. The Fund gives by certified mail, return receipt requested to the member a written notice of its intention to terminate the member in ten (10) days; and
 - b. Like notice shall be filed with the Department of Insurance and Department of Community Affairs, together with a certified statement that the notice provided for above has been given; and
 - c. Ten (10) days have elapsed after the filing required by "b" above.
2. A member of the Fund that does not desire to continue as a member after the expiration of its membership term shall give written notice of its intent ninety (90) days before the expiration of the term period. The Fund shall immediately notify the Department of Insurance and the Department of Community Affairs that the member has given notice to leave the Fund.
3. A member that has been terminated or does not continue as a member of the Fund shall remain jointly and severally liable for claims incurred by the Fund and its members during the period of its membership, including, but not limited to being subject to and liable for supplemental assessments.
4. The Fund shall immediately notify the Department of Insurance and the Department of Community Affairs if the termination or withdrawal of a member causes the Fund to fail to meet any of the requirements of P.L. 1983, c.372 or any other law or regulation of the State of New Jersey. Within fifteen (15) days of such notice, the Fund shall advise the Department of Insurance and the Department of Community Affairs of its plan to bring the Fund into compliance.

5. A Fund member is not relieved of the claims incurred during its period of membership except through payment by the Fund or member of those claims.

ARTICLE III - ORGANIZATION

Commissioners:

1. Appointment:
 - a. Commissioners: In the manner generally prescribed by law, each participating municipality shall appoint one (1) commissioner to the Fund. Each participating municipality shall select either a member of its governing body or one of its municipal employees.
 - b. Alternate: Each participating municipality shall have the right to appoint one (1) alternate to attend either regular or special meetings on behalf of the municipality in the absence of the Fund Commissioner. Each participating municipality shall select either a member of its governing body or one of its municipal employees.
 - c. Special Commissioner: In the event that the number of participating municipalities is an even number, one (1) additional commissioner shall be appointed by a participating municipality on a rotating basis determined in alphabetical order.

"The municipality's privilege to appoint the special commissioner shall remain with that municipality for one entire Fund year and the subsequent admission to the Fund of a municipality with a preceding alphabetical prefix shall not deprive any municipality already a member of the Fund of its prerogative to appoint a special commissioner during a current Fund year."
2. Terms of Office and Vacancy:
 - a. All terms of office shall expire on January 1st or until a successor is duly appointed and qualified.
 - b. A commissioner, other than the special commissioner, who are members of the appointing municipality's governing body shall hold office for two years or for the remainder of there term of office as a member of the governing body, whichever shall be less.

- c. Commissioners who are employees of the appointing municipality shall hold office at the pleasure of the municipality and can be removed by the municipality at any time without cause.
- d. The special commissioner, if any, shall serve until January 1st of the year following appointment provided, however, that if the special commissioner is an employee of the appointing municipality, he can be removed by the appointing municipality at any time without cause.
- e. The unexpired term of a commissioner other than the special commissioner, shall be filled by the appointing municipality in the manner generally prescribed by law.
- f. In the event of vacancy of the special commissioner caused by reason other than the expiration of the term of office, the municipality which appointed the commissioner shall appoint the replacement for the unexpired term.
- g. Any commissioner can be removed from office for cause by two-thirds vote of the full membership of the Fund commissioners. Upon such a vote it shall be incumbent upon the member municipality to replace the commissioner.

Commissioners shall serve without compensation.

3. Responsibilities:

- a. The commissioners are hereby authorized and empowered to operate the Fund in accordance with these Bylaws and appropriate state laws and regulations.
- b. Each commissioner shall have one vote provided, however the special commissioner, if any, shall only vote in the event of a tie.

Officers:

- 1. As soon as possible after the beginning of each year, the commissioners shall meet to elect the officers of the Fund from their own membership. Fund officers shall serve until January 1st of the following year, or until a successor is duly elected and qualified.
 - a. Chairperson: The Chairperson shall preside at all meetings of the commissioners and shall perform such other duties provided for in these bylaws and the laws and regulations of the State of New Jersey.

- b. Vice Chairperson: The Vice-Chairperson shall serve as Acting Chairperson in the absence of the Chairperson and shall perform such other duties as provided for in these bylaws and the laws and regulations of the State of New Jersey.
- c. Secretary: The Secretary shall serve as Acting Chairperson to preside over the meetings of the commissioners in the absence of the Chairperson and Vice Chairperson, maintain minutes of its meetings, retain all books, records, files and other documents of the Fund, and shall perform such other duties as provided for in these bylaws and the laws and regulations of the state of New Jersey.

"The Secretary shall have the responsibility to maintain the books and records of the Fund at the office of the Fund as from time to time designated by the Fund commissioners which office the Secretary shall have free access to."

- 2. In the event of a vacancy in any of the officer positions caused by other than the expiration of the term of office, the commissioners (or executive committee) shall by majority of vote fill the vacancy for the unexpired term.
- 3. Any officer can be removed without cause at any time by a two-thirds vote of the full membership of the Fund commissioners. In this event, the full membership of the Fund commissioners shall fill the vacancy for the unexpired term.
- 4. The Chairperson and the Secretary shall serve without compensation.

Executive Committee:

- 1. If the total number of commissioners exceeds seven (7), as soon as possible after the beginning of the year they shall meet and elect five (5) commissioners to serve with the Chairperson, Vice-Chairperson, and the Secretary and up to four (4) alternates as the executive committee of the Fund. During their term of office, members of the executive committee shall exercise the full power and authority of the commissioners except as otherwise provided. Wherever the term "commissioner/executive committee" appears in these Bylaws, that term shall be interpreted to mean "executive committee", except in those cases where the express language and content of these Bylaws or applicable statutes dictate otherwise.
- 2. The executive committee shall serve until January 1st of the following year, or until their successors are duly elected and qualified.
- 3. If a member of the executive committee misses three consecutive regular meetings, which absences are unexcused, that seat will be deemed vacant and the vacancy filled.

4. Vacancies on the executive board caused by a reason other than the expiration of the term of office shall be filled by a majority vote of the full remaining membership of the Fund commissioners.

Fund Professionals:

As soon as possible after the beginning of each year, the commissioners/executive committee shall meet and select individuals to serve in the following appointed positions. These individuals shall serve until January 1st of the following year, or until a successor is duly elected and qualified.

1. Treasurer: The Treasurer shall not be a commissioner. The treasurer shall be a Certified Municipal Finance Officer or Certified County Finance Officer and have the following duties and responsibilities: The Treasurer shall have the following duties and responsibilities.
 - a. The Treasurer shall be the custodian of the Fund's assets and shall maintain the various trust funds.
 - b. The Treasurer shall approve all receipts, payments, and financial records.
 - c. The Treasurer shall prepare the Fund's cash management plan and shall invest all balances.
 - d. Serve as the Fund's representative to the MEL Investment Committee.
 - e. Certify availability of sufficient unencumbered funds in any account to fully pay all charges or commitments prior to any payment or commitment.
 - f. Responsible for providing Investment information.
 - g. Treasurer shall be responsible for providing the Executive Committee, on a regular basis, a report on the sum of all cash transactions and reconciliation of payments.
 - h. The Treasurer shall perform such other duties as provided for by the Fund commissioners/executive committee, these Bylaws and in the laws and regulations of the State of New Jersey.

- i. The Treasurer shall provide a fidelity bond protecting the Fund's assets in a form and amount to be determined annually by the commissioners. Said bond to be paid for by the commissioners.

2. Executive Director/ Administrator:

The Administrator shall serve as Executive Director of the Fund and shall be experienced in risk management matters and self-funded entities.

- a. The Administrator shall have the following duties and responsibilities:
 - i) Carry out the policies established by the Fund Commissioners and to otherwise supervise the management of the Fund.
 - ii) Advise the Fund Commissioners on risk management matters and prepare a draft Risk Management Plan.
 - iii) Prepare the Fund's budget, compile and bill assessments.
 - iv) Maintain underwriting files, prepare new members submissions for review of the commissioners.
 - v) Prepare draft requests for proposals for services to be provided by servicing organizations and monitor the performance of the service companies.
 - vi) Prepare filings required by State regulations.
 - vii) Coordinate the Fund's meeting agenda, minutes, elections, contracts, and maintain the Fund's official records and office.
 - viii) Maintain the Fund's general ledger, accounts payable and accounts receivable function.
 - ix) Perform such other duties as provided for by the Fund Commissioners, these bylaws, and the laws and regulations of the State of New Jersey.
- b. The Administrator shall assume overall executive responsibility for the operations of the Fund except that the Administrator shall not be responsible for the errors and omissions of any other servicing organization except as to generally monitor the compliance of said organization with the directives of the Fund Commissioners, its Service Provider contract, or the applicable statutes and regulations as to the form and timeliness of said undertaking. For example, the Executive Director shall be responsible to

verify the issuance of excess or reinsurance policies, and the timely receipt of said policies by the Fund, however, the Executive Director shall not be responsible for the content of the policies or the adequacy of the coverage.

- c. The Administrator shall be bonded in a form and amount acceptable to the Commissioner. The Administrator shall also be covered by Errors and Omissions insurance as provided by N.J.A.C. 11:15-2. Said coverage is to be paid by the Fund.

3. Auditor:

The auditor shall be an independent Certified Public Accountant (CPA) or a registered municipal accountant (RMA) who has evidenced the ability and experience to properly examine a joint insurance fund. The auditor shall conduct the annual audit of the Fund in accordance with, N.J.S.A. 40A:10-36, and N.J.A.C. 11:15-2.24, and shall perform such other duties as provided for by the Fund Commissioners/Executive Committee, these bylaws and the laws and regulations of the State of New Jersey.

4. Fund Attorney:

- a. The Fund attorney shall be admitted to the New Jersey Bar and shall provide advice to the Fund on legal matters such as advising the Fund Commissioners of their obligations and responsibilities under N.J.S.A.40A:10-36, et seq., the regulations and other pertinent laws such as the Open Public Meetings Act.
- b. The attorney shall have the following responsibilities:
 - i) The attorney shall advise the Fund and the appropriateness of claim settlements recommended by the Claims Administrator.
 - ii) The attorney shall advise the Fund Commissioners on the selection of counsel to represent the Fund in the defense of claims. The Fund attorney may also provide representation concerning incidental aspects of claim matters such as motions where it is more expeditious, cost effective or otherwise to do so. However, the attorney or any member of the attorney's law firm shall not defend claims which are the responsibility of the Fund without the authorization of the Commissioners.
 - iii) The attorney shall perform such other duties as provided for by the Fund Commissioners, these bylaws and the laws and regulations of the State of New Jersey

5. Actuary:

The actuary shall certify the actuarial soundness of the Fund and shall report to the Fund Commissioners in a manner and at such times established by them, and shall provide such actuarial reports as required by the Department. The actuary shall certify claim reserves, reserves for "Incurred but Not Reported" (IBNR) losses, and unearned assessments and shall comment on the adequacy of the budget.

6. Service Agent:

The Fund shall designate and appoint an agent in New Jersey to receive service and process on behalf of the Fund.

7. All Fund professionals shall be retained on a contractual basis, which shall be approved by the Fund and submitted to the Commissioner of Insurance and the Commissioner of Community Affairs as required.

8. Fund professionals shall be compensated for their services pursuant to written fee guidelines submitted annually and approved by the Fund. The written fee schedule shall be part of the official contract.

Servicing Organizations:

1. The Fund may contract to have the following services performed:

- a. Actuarial services
- b. Claims Administration
- c. Cost containment services
- d. Loss prevention/safety engineering services
- e. Legal services
- f. Auditing services
- g. Financial services
- h. Compilation and maintenance of the Fund's underwriting file
- i. Coordination and preparation of coverage documents
- j. Risk selection and pricing
- k. Excess insurance or reinsurance producer services
- l. Member assessment and fee development
- m. Report preparation pursuant to N.J.S.A. 40A:10-36 et seq. and N.J.A.C. 11:15-2 et seq.
- n. Right to Know Services
- o. Any and all other services that the Fund may deem appropriate for the benefit and protection of the Fund.

2. The Fund may at its option contract for these services from different servicing organizations.
3.
 - a.) No Servicing Organization retained by the Fund, or producer that may be appointed pursuant to N.J.A.C. 11:15-2.6(c) 10, or their employees, officers or directors shall have either a direct or indirect financial interest in the Administrator of the Fund or be an employee, officer or director of the Administrator unless notice of such interest has been provided to the Fund Commissioners and members.
 - b.) No Administrator of the Fund, or its employees, officers or directors shall be an employee, officer or director of, or have either a direct or indirect financial interest in, a Servicing Organization of the Fund, or the insurance producer that may be appointed by that fund pursuant to N.J.A.C. 11:15-2.6(c) 10-1 unless notice of such interest has been provided to the Fund Commissioners and members.
 - c.) Any employee, officer or director of the Administrator, Servicing Organization or insurance producer that may be appointed pursuant to N.J.A.C. 11:15-2.6(c)10 shall disclose to the Fund Commissioners or Executive Committee, as applicable, any direct or indirect financial interest such employee, officer or director has in any other Administrator, Servicing Organization or insurance producer.
4. Each service contract shall include a clause stating “unless the Fund Commissioners otherwise permit, the Servicing Organization shall handle to their conclusion all claims and other obligations incurred during the contract period.”
5. Each Servicing Organization shall provide a surety bond and Errors and Omissions coverage if required by law, in a form and amount acceptable to the Commissioner.
6. All officers, employees and agents, including the Administrator and Servicing Organization of the Fund, on the final day of their contract or employment shall surrender and deliver to their successors all accounts, funds, property, records, books and any other material relating to their contract or employment, or if no successor has been designated, delivery shall be made to the Administrator or Fund Chairperson.
7. All Servicing Organizations shall be retained on a contractual basis which shall be approved by the Fund commissioners and submitted to the Commissioner of Insurance and the Commissioner of Community Affairs.

8. Servicing Organizations shall be compensated for their services pursuant to written fee guidelines submitted annually and approved by a majority of the commissioners/executive committee. The written fee schedule shall be part of the official's contract.

Indemnification of Officers and Employees:

1. The Administrator, Claims Service Provider(s), Producer, Risk Management Consultant(s) and such others as are required by regulation to do so, shall provide Errors and Omissions coverage in a form satisfactory to the Commissioner. The Fund Commissioners/Executive Committee may also require other professionals to provide evidence of Errors and Omissions coverage, and any other coverage as a requirement of their contract.
2. Except to the extent covered by Errors and Omissions insurance as may be required, as set forth above, the Fund shall indemnify any past, present or future Fund Commissioner, and may indemnify such other officials or professionals or service providers as the Fund Commissioners determine, for claims arising from an act or omission of such Fund Commissioner, official or employee within the scope of the performance of such individuals' duties as Fund Commissioner, officials, professional or employee. Such indemnification shall include reasonable costs and expenses incurred in defending such claims. Nothing contained herein shall require the Fund to pay punitive damages or exemplary damages or damages arising from the commission of a crime by such an individual and the Fund shall not be required to provide for the defense or indemnification of such an individual when the act or omission which caused the injury was the result of actual fraud, malice, gross negligence or willful misconduct of such individual or in the event of a claim against such an individual by the State of New Jersey or if such Fund Commissioner, official, professional or employee is either covered, or required to be covered by Errors and Omissions liability insurance. The determination as to whether an individual's conduct falls within any of the above exceptions shall be made by the Fund Commissioners/Executive Committee. Nothing herein contained is intended to shield omissions or wrongdoing which would not customarily be covered by Errors and Omissions insurance if same had been required of said employee or appointed official.
3. A present, past or future Fund Commissioner, official, professional or employee of the Fund shall not be entitled to defense or indemnification from the Fund unless:
 - a. Within ten (10) calendar days of the time he or she is served with the summons, complaint, process, notice or pleading, he or she delivers the original or exact copy to the Fund Chairman with a copy to the Fund attorney, together with a request that the Fund provide for his or her defense;

- b. In the event the Fund provides defense or indemnification, he or she cooperates in the preparation and presentation of the defense with the attorney selected to defend the case; and
 - c. Except in those instances where a conflict of interest exists, as determined by an attorney selected by the Fund to handle such matters, the past, present or future Fund Commissioner, official, professional or employee shall agree that the Fund and its counsel shall have exclusive control over the handling of the litigation.
4. The foregoing right of indemnification shall not be exclusive of any other rights to which any Fund Commissioner, official, professional or employee may be entitled as a matter of law or which may be lawfully granted to him or her; and the right to indemnification hereby granted by this Fund shall be in addition to and not in restriction or limitation of any other privilege or power which the Fund may lawfully exercise with respect to the indemnification or reimbursement of a Fund Commissioner, official, professional or employee; except that in no event shall a Fund Commissioner, official, professional or employee receive compensation in excess of the full amount of a claim and reasonable costs and expenses incurred in defending such claim.
5. Expenses incurred by any Fund Commissioner, official, professional or employee in defending an action, suit or proceeding may be paid by the Fund in advance of final determination of such action, suit or proceeding as authorized by the Fund in a specific case upon receipt of an undertaking by or on behalf of such member or officer to repay such amount in the event of an ultimate determination that his or her conduct was such as to fall outside the scope of coverage under this indemnification provision.

Advisory Committees:

From time to time, the Fund Chairperson may establish advisory committees, either standing or ad-hoc, and may appoint any individual to serve on these committees except that only Fund Commissioners may serve on a Nominations Committee, if any, established for the purpose of proposing candidates to stand for election as a Fund officer or member/alternate of the Executive Committee.

ARTICLE IV - OPERATION OF THE FUND

General Operation:

- 1. The Fund shall be subject to and operate in compliance with the provisions of the Local Fiscal Affairs Law (N.J.S.A. 40A:5-1 et seq), the Local Public Contracts Law

(N.J.S.A. 40A:11-1 et seq.) and the various statutes authorizing the investment of public funds, including but not limited to N.J.S.A. 40A:10-10(b), 17:12B-241 and 17:9-4.1.

2. The Fund shall be considered a local unit for purposes of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq) and shall be governed by the provisions of that law in the purchase of any goods, materials, supplies and services.
3. The Fund shall be operated with sufficient aggregate financial strength and liquidity to assure that all obligations will be promptly met. The Fund shall prepare a financial statement on a form acceptable to the Commissioner of Insurance showing the financial ability of the Fund to meet its obligations. The members may, upon majority vote, request that the Commissioner of Insurance order an examination of any Fund member which the Fund commissioners or executive committee, if any, in good faith believes may be in a financial condition detrimental to other Fund members or to the public.
4. The minimum Workers' Compensation contribution of the members shall be at least \$250,000 for the Fund's first year and at least \$500,000 for each subsequent year of operation unless otherwise approved by the Commissioner of Insurance.
5. All monies, assessments, funds and other assets of the Fund shall be under the exclusive control of the Fund Commissioners.
6. The Fund shall adopt a resolution designating its fiscal year as January 1 through December 31st.
7. The Fund shall adopt a resolution designating a public depository or depositories for its monies pursuant to N.J.S.A. 40A:5-14. The resolution shall also designate a person to be custodian of funds for the Fund and shall authorize the custodian to invest temporarily free balances of any claim or administrative accounts periodically as authorized by law. The custodian of funds shall possess a Certified Municipal Finance Officer certificate issued pursuant to N.J.S.A. 40A:9-140.2. The custodian shall quarterly report to the Fund Commissioners on investment and interest income.
8. All books, records, files, documents and equipment of the joint insurance fund are the property of the Fund and, except as provided at N.J.A.C. 11:15-2.22(e), shall be retained by the Fund Administrator at the discretion of the Fund Commissioners in accordance with a record retention program adopted by the Fund that shall be in compliance with the regulations of the New Jersey Division of Archives and History. All books, records, files and documents of the Fund shall be retained for not less than five years. The Fund shall also retain claims information as per N.J.A.C. 11:15-2.4(g).

Risk Management Plan:

1. The Fund shall prepare or cause to be prepared, a Risk Management Plan for the Fund including all information required in N.J.A.C. 11:15-2.6(e). The Risk Management Plan shall be adopted and approved by resolution of the Fund.
2. The Risk Management Plan and all amendments must be approved by the Commissioner of Insurance and the Commissioner of the Department of Community Affairs before it takes effect.

Financial Statement And Reports:

1. The Fund shall provide its members with periodic reports covering the activities and status of the Fund for the reporting period. The reports shall be made at least quarterly, and may be made more frequently at the direction of the Fund, and shall include, but not be limited to, the minutes, the Administrator's report, the Treasurer's report, and a summation of Fund activity, including comments on previously reported claims and newly reported claims, and any other information required by the Fund. The Treasurer's report shall include budget status, account balances, claims information, investment status, earnings and the costs of making investments. These reports shall also be submitted, with a copy of the minutes of the closed session, to the Department.
2. A certified annual report in a form prescribed by the Commissioner shall be prepared by the Fund, filed with the Department and be made available to each Fund member not later than one hundred eighty (180) days after the end of each Fund year. The report shall be accompanied by an annual audited statement of the financial condition of the Fund prepared by the Auditor and performed in accordance with generally accepted accounting principles and N.J.S.A. 40A:10-36 and shall otherwise comply with the requirements of N.J.A.C. 11:15-2.24 and these bylaws.
3. For the initial two fiscal years of the Fund, the Fund shall file with the Department unaudited statements of the financial condition of the Fund in a form acceptable to the Commissioner within 60 days of the end of each calendar quarter.
4. After the initial two years, the Fund shall file with the Department semi-annual unaudited statements of the financial condition of the Fund in a form acceptable to the Commissioner within 60 days after the end of each six-month period. The semiannual report covering the six-month period ending December 31 shall include a compilation of the results reported in the semiannual report for the period ending June 30 immediately preceding.
5. The Fund shall file such other information as may be required by the Department pursuant to N.J.A.C. 11:15-2.24.

Coverages:

The Fund shall offer the following coverages to the members:

1. Workers' Compensation and Employer's Liability. The Workers' Compensation benefits levels will equal those required by the Workers' Compensation law and other applicable statutes. The Fund shall make payment to Workers' Compensation recipients in a timely fashion in accordance with the regulations of the Department of Insurance.
2. Liability other than Motor Vehicles
3. Property Damage other than Motor Vehicle as well as comprehensive employee dishonesty including monies and securities.
4. Motor Vehicle Liability
5. Environmental impairment liability
6. Cyber Liability
7. Any and all other coverages that the Fund may offer from time to time.

ARTICLE V - MEETINGS AND RULES OF ORDER

Meetings:

1. Annual Organization Meeting. As soon as possible after the beginning of the year, the commissioners shall meet to elect officers and the executive committee, if any, to appoint officials and conduct such other business as is necessary. The time and place for the meeting shall be established by the Chairperson and the Secretary shall send written notice to the clerks of participating municipalities at least two (2) weeks in advance.
2. Monthly Business Meetings. The commissioners (or executive committee) shall establish a schedule of monthly meetings to conduct the business of the Fund. All commissioners may attend open or closed sessions of the executive committee.
3. Special Meetings. The Chairperson, Vice-Chairperson in the absence of the Chairperson, or three (3) commissioners may call a special meeting by notifying the Secretary at least three (3) days in advance. The Secretary shall notify the commissioners (or members of the executive committee) by telephone. If the Secretary is unable to reach a member as of forty-eight (48) hours before the meeting,

the Secretary shall telephone another official of the municipality using the following order: Business Administrator (if the Business Administrator is not the designated commissioner), Clerk, Mayor.

Notice shall state the purpose of the meeting and whether it is called for the executive committee only or full membership of commissioners.

4. Quorum. The quorum for full commissioner's meeting shall be as follows:
 - a. A majority of the total commissioners unless the total number of members exceeds 25.
 - b. If the total membership exceeds 25 in numbers, then a quorum shall be 13 plus a sum equal to 20% of the number of members in excess of 25 rounded to the next higher number.
5. A quorum for executive committee meetings shall be a majority of the commissioners then appointed to the executive committee.
6. Whenever an election is required, the Fund Chairperson may cause a paper ballot to be mailed to each Fund Commissioner which shall be counted at a time and place established by the Chairperson. In the event the number of valid ballots is less than a quorum, the vote shall be null and void.
7. The Secretary shall cause written minutes to be maintained of all Fund meetings and shall cause the minutes to be made available to the Commissioner upon request.

Conduct Of Meetings:

1. All meetings of the Fund shall be subject to the rules and regulations of the Open Public Meetings Act.
2. Unless otherwise provided in these Bylaws, or in the laws or regulations of the State of New Jersey, "Robert's Rules of Order" shall govern the conduct of all meetings.

Amendments To the Bylaws:

1. Any commissioner may propose an amendment to the Bylaws by filing the proposed amendment in writing with the Secretary.
2. Upon receipt of a proposed amendment, the Secretary shall notify the Chairperson who shall schedule a hearing to be held not more than forty-five (45) days from the

date the amendment was filed. The Secretary shall notify in writing all commissioners of the hearing date and shall send all Fund commissioners a copy of the proposed amendment.

3. The amendment is adopted by the Fund when the governing bodies of three-fourths (3/4) of the members approve the amendment within six (6) months of the hearing on the amendment. In the event N.J.S.A. 40A:10-43 is amended, the procedure and vote required by said statute as amended shall control. If after six (6) months the Secretary has not received written notice of approval from three-fourths (3/4) of the members, the Secretary shall notify the members that time has expired for the adoption of the amendment. If adopted, the amendment shall not take effect until approved by the Commissioner and the Commissioner of the Department of Community Affairs.
4. If adopted, the amendment shall not take effect until approved by the Commissioner of Insurance and the Department of Community Affairs.

ARTICLE VI - BUDGETS

Budget Preparation & Adoption:

- A. In November of each year, the Fund shall prepare the budget for the upcoming fiscal year. The budget shall identify the proposed items and amounts of expenditure for its operations, the anticipated amounts and sources of assessments and other income to be received during the fiscal year and the status of the self-insurance or loss retention accounts. The budget shall be prepared on a basis that does not recognize investment income or discounting of claim reserves but recognizes all anticipated or forecasted losses and administrative expenses associated with that fiscal year.
- B. The budget will be reviewed by an actuary who will comment on its adequacy and recommend changes as appropriate.
- C. A copy of the Fund's proposed budget shall be made available to each member at least two (2) weeks prior to the time scheduled for its adoption. No budget shall be adopted until a hearing has been held in accordance with N.J.S.A. 40A:4-1 et seq. giving all members the opportunity to present comments or objections.

- D. Not later than December 31st of each year the Fund Commissioners/Executive Committee shall adopt by majority vote the budget for the Fund's operation for the coming fiscal year.
- E. A copy of the adopted budget and actuarial certification shall be filed with the Department and the Department of Community Affairs within 30 days of its adoption and with the governing body of each Fund member.
- F. An adopted budget may be amended by majority vote of Fund Commissioners/Executive Committee.
- G. A copy of any amendment to the budget shall be filed with the Commissioner, the Commissioner of the Department of Community Affairs and the governing body of each member within 30 days of the adoption of any budget amendment which either singly or cumulatively with other adopted budget amendments changes the total budget five (5) percent from the original budget or the latest filed amended budget.

ARTICLE VII - ASSESSMENTS

Annual Assessment:

1. In November of each year, the Executive Director in conjunction with Fund Professionals shall compute the probable net cost for the upcoming Fund year by line of coverage for each prior Fund year. The actuary shall include all budget items in these computations.
2. The annual assessment of each participating municipality shall be its pro rata share of the probable net cost for the upcoming year for each line of coverage as computed by the actuary.
3. The calculation of pro-rate shares shall be based on each municipality's manual premium by Fund year for that line of coverage.
4. The total amount of each member's annual assessment shall be certified by majority vote of the Fund commissioners (or executive committee, as applicable) to the governing body of each participating municipality at least one (1) month prior to the beginning of the next fiscal year.
5. The annual assessment shall be paid to the Fund in two (2) equal installments to be determined by the commissioners (or executive committee), which shall conform with N.J.A.C. 11:15-2.15(a).

6. In the event the final budget passed in December necessitates changes in the annual assessment, the second installment shall be adjusted to reflect this difference.
7. The Treasurer shall deposit each member's assessment into the appropriate accounts, including the Administrative Account and the Claim or Loss Retention Trust Fund account by Fund year for each type of coverage in which the member participates.
8. If a municipality becomes a member of the Fund or elects to participate in a line of coverage after the start of the Fund year, such Member's assessments and supplemental assessments shall be reduced in proportion to that part of the year which had elapsed.

Supplemental/Additional Assessments:

1. The Fund shall by majority vote levy upon the participating municipalities additional assessments wherever needed or so ordered by the Commissioner of Insurance to supplement the Fund's Claim, Loss Retention or Administrative Accounts to assure the payment of the Fund's obligations.
 - a. All supplemental assessments shall be charged to the participating municipalities by applicable Fund year and shall be apportioned by that year's manual premium for that line of coverage.
 - b. All municipalities shall be given thirty (30) days advance written notice of the Fund's intention to charge an additional assessment, and the Fund shall conduct a public hearing before adopting the supplemental assessment.
 - c. Municipalities shall have thirty (30) days to pay the Fund from the date any supplemental assessment is adopted.
2. The Fund shall submit to the Commissioner of Insurance and the Department of Community Affairs a report of the causes of the Fund's insufficiency, the assessments necessary to replenish it and the steps taken to prevent a reoccurrence of such circumstances.
3. The Fund may establish additional premium assessments to those members with an adverse loss ratio, determined by the Fund, and implemented during its budgetary cycle.

Failure Or Refusal to Provide Required Assessments:

Should any member fail or refuse to pay its assessments or supplemental assessments, or should the Fund fail to assess funds required to meet its obligations, the Chairperson or in the event by his or her failure to do so, the custodian of the Fund's assets, shall notify the Commissioner of Insurance and the Commissioner of Community Affairs. Past due assessments shall bear interest at the rate of interest to be established annually by the commissioners/executive committee.

Insolvency and/or Bankruptcy of Fund Members:

The insolvency or bankruptcy of a member does not release the Fund, or any other member, of joint and several liability for the payment of any claim incurred by the member during the period of its membership, including, but not limited to, being subject to and liable for supplemental assessments.

ARTICLE VIII - REFUNDS AND INTERYEAR FUND TRANSFERS

- A. Any monies for a Fund year in excess of the amount necessary to fund all obligations for that fiscal year as certified by an actuary may be declared to be refundable by the Fund in accordance to N.J.A.C. 11:15-2.21. The Fund shall submit a written notification to the Department and the Department of Community Affairs at least 30 days prior to the proposed refund.
- B. A refund for any fiscal year shall be paid only in proportion to the member's participation in the Fund for such year. Payment of a refund shall not be contingent on the members' continued membership in the Fund.
- C. The Fund may apply a refund to any arrearage owed by the member to the Fund. Otherwise, at the option of the member, the refund may be retained by the Fund and applied towards the member's next annual assessment.
- D. The Fund may seek approval from the Commissioner of Banking and Insurance to make inter-year fund transfers in accordance with N.J.A.C. 11:15-2.21(h).

ARTICLE IX - EXCESS INSURANCE AND/OR REINSURANCE

- A. Consistent with N.J.A.C. 11:15-2.6(a) 4, and N.J.A.C. 11:15-2.23 the Fund shall secure excess insurance or reinsurance in a form, in an amount and by an insurer, or other entity authorized to provide such coverage in New Jersey pursuant to law, acceptable to the Commissioner, if commercially available and

reasonably priced, as determined by the Fund Commissioners/Executive Committee for each Fund year, and as approved by the Department and the Department of Community Affairs.

- B. The policies of excess insurance and/or reinsurance issued by an insurer to the Fund shall provide single accident (single occurrence) excess insurance and aggregate excess insurance.
- C. Certificates of excess insurance and/or reinsurance showing policy limits, specific and aggregate retention, and other information shall be available for the inspection by each member and shall be filed with the Commissioner.
- D. Losses in excess of the established self-insured retention shall be borne by the excess carrier(s) according to the terms and conditions of the excess contract(s).
- E. Any proposed change in the terms or limits of excess insurance and/or reinsurance shall be submitted to the Department and the Department of Community Affairs for approval at least 30 days prior to the effective date of the proposed change.
- F. Notwithstanding, A through E above:
 - 1. The Fund is not required to maintain single accident (single occurrence) excess insurance if the Fund's single accident limit is equal to or less than its single accident (single occurrence) self-insured retention as approved by the Department.
 - 2. The Fund is not required to maintain aggregate excess insurance if its accumulated budgeted losses pursuant to N.J.A.C. 11:15-2.23(g) qualify the Fund for an exemption pursuant to N.J.A.C. 11:15-2.23 (f), or the Fund maintains an excess loss contingency balance in the Claims Account in conformance with N.J.A.C. 11:15-2.23(f).

ARTICLE X - TRUST FUND ACCTS., INVESTMENTS & DISBURSEMENTS

Establishment Of Trust Fund Accounts:

- 1. By resolution, the Fund shall designate a public depository or depositories for its monies pursuant to N.J.S.A. 40A:15-14.

2. The Fund shall establish a separate Trust Fund Account from which monies shall be disbursed solely for the payment of claims, allocated claim expenses and excess insurance premiums for each line of coverage by Fund year. Such accounts shall be designated as Claims or Loss Retention Fund Accounts.
 - a. Other than for claims, allocated claims expense, or excess insurance premiums, no transfers or withdrawals may be made from a Claim or Loss Retention Account without the prior written approval of the Commissioner of Insurance.
 - b. The Fund shall maintain accounting records allocating all income, disbursements, and assets in the Claims account by line of coverage and by Fund year. Accounting records for closed Fund year(s) shall be allocated by member. Accounting records for loss fund contingency or excess loss contingency shall also be allocated by member.
3. The Fund shall also establish an Administrative Account which shall be utilized for payment of the Fund's general operating expenses, loss prevention activities, data processing services, and general legal expenses. The Fund shall maintain accounting records for the administrative account per 2(b) above.

Investments:

1. The balance of any account shall be invested to obtain the maximum interest return practical. All investments shall be in accordance with the Fund's cash management plan and consistent with the statutes and rules governing the investment of public funds by local governments and pursuant to N.J.S.A. 40A:10-10b.
2. The investment and interest income earned by the investment of the assets of each Claim or Loss Retention account shall be credited to each account.
3. The investment and interest income earned by investment of the assets of the Administrative Account shall be credited to that account.

Disbursements:

1. Prior to any commitment or agreement requiring the expenditure of funds, the custodian of the Fund's assets shall certify as to the availability of sufficient unencumbered funds to fully pay charges or commitments to be accepted.
2. All disbursements, payments of claims or expenditure of funds must be approved by a majority vote of the Fund commissioners (or executive committee).
3. Notwithstanding numbers 1 and 2 above, the Fund may provide for the expeditious resolution of certain claims by designating the Fund's Administrator or Service

Organization as "certifying and approving officer" pursuant to N.J.S.A. 40A:5-17. The Fund may authorize the "certifying and approving officer" to approve for payment any or specified claims in an amount not to exceed \$5,000 per claim payment. The Fund shall establish such other procedures and restrictions on the exercise of this authority as the Fund deems appropriate.

4. Upon approval, the "certifying and approving officer" shall certify the amount and particulars of such approved claims to the custodian of the Fund's assets, directing that a check for payment be prepared.
5. Each month, the certifying and approving officer shall prepare a report of all claims approved since the last report, detailing the nature and the amount of the claim, the payee, the reasons supporting payment and any other pertinent information. This report shall be reviewed and approved or rejected by vote of the Fund commissioners/executive committee at their next regularly scheduled meeting. If any payment is not approved, appropriate action shall be taken.
6. All requests for payments must be accompanied by a detailed bill of items or demand, specifying particularly how the bill or demand is made up, with the certification of the party claiming payment that it is correct, and must carry the certification of some officer or duly designated agent or employee of the Fund having knowledge of the facts that the goods have been received by, or the services rendered to the Fund. In the case of claims or losses to be charged against any loss fund, the Fund's claims administrator shall certify as to the claim's correctness and validity.
7. All claims shall be paid by check. The checks shall be signed by two persons so designated by the joint insurance fund commissioners/executive committee.
8. All claims or other disbursements approved for payment by the Fund shall be recorded in a claims register maintained by the custodian of the Fund's assets.

ARTICLE XI - CONFLICT OF INTEREST

- A. No official or employee of a participating municipality or any members of the family of such officials or employees, or any businesses in which such officials, employees or family members have a beneficial interest shall seek to obtain or participate in any contract to be entered into by the Fund for administration, loss control, investment or depository services, insurance coverage or any other service, commodity or material without first fully disclosing in writing the nature and extent of such interest, financial or otherwise, to the Joint Insurance Fund Commissioners. It shall be the responsibility of the Fund commissioners to determine if the interest so disclosed is such as to constitute an actual or potential conflict of such degree as to impair the ability of the officer, employee, family member or business from fully and impartially performing the duties required by the Fund. If so, the officer, employee, family

member or business shall be prohibited from entering into such contract until the cause of such conflict is removed.

- B. Any contract entered into between the Fund and any individual, firm, corporation or agency which fails to disclose an actual or potential conflict situation shall be void.
- C. There shall be no collusion or evidence or appearance of collusion, between any official or employee of the members or employees of the Fund and any official or employee of any contractor, vendor, insurance company, bank, consultant, brokerage firm or any other profit making or non-profit firm attempting to solicit a contract with the Fund or awarded a contract by the Fund.
- D. All officials or employees of a member local unit or any members of the family of such officials or employees shall comply with N.J.S.A. 40A:9-22.1 et seq. (the “Local Government Ethics Law”).

ARTICLE XII - VOLUNTARY DISSOLUTION OF THE FUND

- A. If the Fund commissioners/executive committee deem it in the best interest of the members to dissolve the Fund, they shall by majority vote direct that a written plan of dissolution be prepared.
- B. The plan of dissolution must provide for the payment of all incurred losses of the Fund and its members, including all incurred but not reported losses, as certified by an actuary, before any assets of the Fund or the Trust Fund Accounts may be used for any other purpose.
- C. Upon completion of the plan, the Chairperson shall call a general meeting of all Fund commissioners/executive committee who shall review the plan and make any appropriate amendments. By majority vote, the Fund commissioners may recommend to the members that the Fund be dissolved in accordance with the plan of dissolution.
- D. A majority of the governing bodies of the participating municipalities must by resolution vote to accept the plan of dissolution in order to dissolve the Fund.
- E. Such Plan of Dissolution shall contain a statement of the Fund’s current financial condition computed both on a statutory basis and according to generally accepted accounting principles as attested to by an independent certified accountant.
- F. The Plan of Dissolution and other such information as may be required, must be filed with and approved in writing by the Commissioner and the Commissioner of the Department of Community Affairs not later than 90 days prior to the proposed effective date of dissolution.

ARTICLE XIII - CLAIMS HANDLING PROCEDURE

Claims Reporting:

Upon receipt of the initial notice of a claim, the member shall immediately forward the notice of claim and any other information available to the claims administrator and, where appropriate, to the member's Risk Management Consultant for initial contact, investigation, court actions or other appropriate response.

Notice of Request for Settlement Authority:

Whenever an investigation discloses that the prompt, fair and equitable settlement of a claim is appropriate and possible, and such settlement exceeds the authority of the claims administrator, the claims administrator shall submit to the Fund administrator for review at a Fund Commissioners/Executive Committee meeting, a request for settlement authority. This notice shall be on forms approved by the Fund Commissioners/Executive Committee and shall set forth identifying information concerning the claim, recommendations where appropriate concerning the legal liability of the Fund, a summary of investigative work concerning the merits of the claim and the reasons underlying the recommended settlement authority.

Approval Of Payments and Settlements:

Whenever the Fund shall make any payment or settlement of any claim, a notation thereof identifying the claim, the amount paid and the reasons underlying the payment shall be approved by the Fund commissioners/executive committee and entered upon a ledger of claims paid.

ARTICLE XIV - COMPLAINT HANDLING PROCEDURE

- A. Whenever any interested party shall submit a complaint in writing to the "FUND", the administrator, or any member of the Fund, a copy thereof shall be forthwith communicated to the Fund commissioners/executive committee for consideration at its next regularly scheduled meeting.
- B. At said meeting the Fund commissioners/executive committee shall consider the complaint, and by recorded vote take such action as might be appropriate.
- C. The complaining party, and the commissioner from the municipality wherein the complaining party resides (if the complaining party is a resident of a member municipality) shall receive written notice of the commissioners' findings. The written notice to the complaining party, may where appropriate, include an opportunity for the complaining party to have a hearing concerning its complaint before the Fund commissioners/executive committee.

D. The Fund shall keep a separate record of all complaints received and the disposition of same.

ARTICLE XV - OTHER CONDITIONS

Inspection And Audit:

The Fund shall be permitted but not obligated to inspect, at any reasonable time, the workplaces and operations of each Member covered by this agreement. Neither the right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the Member or others, to determine or warrant that such workplaces, operations, are safe or healthful, or are in compliance with any law, rule or regulation.

The Fund shall be permitted to examine and audit the Member's payroll records, general ledger, disbursements, vouchers, contracts, tax reports and all other books, documents and records at any reasonable time as far as they show or tend to show or verify the amount of remuneration or other premium basis, or relate to the subject matter of this agreement.

Notice of Injury:

When an injury occurs, written notice shall be given by or on behalf of the Member to the Fund or any of its authorized agents as soon as practical. Such notice shall contain particulars sufficient to identify the Member and also reasonably obtainable information respecting the time, place and circumstances of the injury, the names and addresses of the injured and of available witnesses.

Notice of Claim or Suit:

If claim is made or formal petition or a suit or other proceedings are brought against the Member, the Member shall immediately forward to the Fund every demand, notice, summons or other process received by him or his representative.

Assistance and Cooperation of the Member:

The Member shall cooperate with the Fund, and upon the Fund's request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits or proceedings. The Member shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and other services at the time of injury as are required by the Workers' Compensation Law.

Action Against Fund:

No action shall lie against the Fund unless, as a condition precedent thereto, the Member shall have fully complied with all the terms of this agreement, not until the amount of the Member's obligation to pay shall have been finally determined either by judgment against the Member after actual trial or by written agreement of the Member, the claimant and the Fund. Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this agreement to the extent of the protection afforded by this agreement. Nothing contained in this agreement shall give any person or organization any right to join the Fund as a co-defendant in any action against the Member to determine the Member's liability.

Bankruptcy or insolvency of the Member shall not relieve the Fund of any of its obligations.

Subrogation:

In the event of any payment under the agreement, the Fund shall be subrogated to all rights of recovery therefore of the Member and any person entitled to the benefits of this agreement against any person or organization and the Member shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Member shall do nothing after loss to prejudice such rights.

Conformance With Statute:

In the event any portion of these Bylaws conflict with any statute or administrative regulation covering joint insurance funds, the provision of any such regulation shall control to the extent it conflicts.

THUS DONE, READ AND PASSED in my office in _____, state of New Jersey.

MONMOUTH MUNICIPAL JOINT INSURANCE FUND

By: Chairman

Attest: Secretary

By: Executive Director/Administrator

RESOLUTION NO. 26-87
MEETING DATE: 07-06-2026

**GOVERNING BODY CERTIFICATION OF COMPLIANCE WITH THE
UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION'S
"Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment
Decisions Under Title VII of the Civil Rights Act of 1964"**

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

WHEREAS, N.J.S.A. 40A:4-5 as amended by P.L. 2017, c.183 requires the governing body of each municipality and county to certify that their local unit's hiring practices comply with the United States Equal Employment Opportunity Commission's "Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964," *as amended*, 42 U.S.C. § 2000e *et seq.*, (April 25, 2012) before submitting its approved annual budget to the Division of Local Government Services in the New Jersey Department of Community Affairs; and

WHEREAS, the members of the governing body have familiarized themselves with the contents of the above-referenced enforcement guidance and with their local unit's hiring practices as they pertain to the consideration of an individual's criminal history, as evidenced by the group affidavit form of the governing body attached hereto.

NOW, THEREFORE BE IT RESOLVED, That the *Mayor and Council* of the *Borough of Roosevelt*, hereby states that it has complied with N.J.S.A. 40A:4-5, as amended by P.L. 2017, c.183, by certifying that the local unit's hiring practices comply with the above-referenced enforcement guidance and hereby directs the Clerk to cause to be maintained and available for inspection a certified copy of this resolution and the required affidavit to show evidence of said compliance.

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 July 6, 2026.

Kathleen Hart
Borough Clerk

GOVERNING BODY CERTIFICATION PURSUANT TO P.L. 2017, C.183 OF COMPLIANCE WITH THE UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION'S "Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964"

GROUP AFFIDAVIT FORM FOR MUNICIPALITIES AND COUNTIES NO PHOTO COPIES OF SIGNATURES

STATE OF NEW JERSEY COUNTY OF MONMOUTH

We, members of the governing body of the Borough of Roosevelt being duly sworn according to law, upon our oath depose and say:

- 1. We are duly elected (or appointed) members of the Mayor and Council of the Borough of Roosevelt in the county of (Monmouth);
2. Pursuant to P.L. 2017, c.183, we have familiarized ourselves with the contents of the United States Equal Employment Opportunity Commission's "Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964," as amended, 42 U.S.C. § 2000e et seq., (April 25, 2012);
3. We are familiar with the local unit's hiring practices as they pertain to the consideration of an individual's criminal history;
4. We certify that the local unit's hiring practices comply with the above-referenced enforcement guidance.

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

Sworn to and subscribed before me this day of Notary Public of New Jersey

Kathleen Hart, Borough Clerk

The Municipal Clerk (or Clerk of the Board of Chosen Freeholders as the case may be) shall set forth the reason for the absence of signature of any members of the governing body.

IMPORTANT: This certificate must be executed before a municipality or county can submit its approved budget to the Division of Local Government Services. The executed certificate and the adopted resolution must be kept on file and available for inspection.

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

**RESOLUTION NO. 26-88
MEETING DATE: 07-06-2026**

**RESOLUTION: APPROVAL TO SUBMIT A GRANT APPLICATION AND EXECUTE A
GRANT CONTRACT WITH THE NEW JERSEY DEPARTMENT FOR THE ROOSEVELT
WOODLAND TRAIL BOARDWALK**

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

NOW, THEREFORE, BE IT RESOLVED that Council of the Borough of Roosevelt formally approves the grant application for the above stated projects.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to submit an electronic grant application identified as MA-2027-Roosevelt Woodland Trail Boardwalk-00441 to the New Jersey Department of Transportation on behalf of the Borough of Roosevelt.

BE IT FURTHER RESOLVED that Mayor and Clerk are hereby authorized to sign the grant agreement on behalf of the Borough of Roosevelt and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

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 July 6, 2026.

Kathleen Hart
Borough Clerk

My signature and the Clerk's seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

ATTEST AND AFFIX SEAL _____
(Clerk)

(Presiding Officer)

RESOLUTION NO. 26-89
MEETING DATE: 07-06-2026

**RESOLUTION FOR AUTHORIZING THE TAX COLLECTOR
TO PROCESS THIRD QUARTER ESTIMATED TAX BILLS
DUE AUGUST 1, 2026**

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

WHEREAS, pursuant to NJSA 54:4-66.2, which permits the Tax Collector to issue an estimated tax bill for the third installment of taxes in a calendar year when the tax rate has not yet been certified; and

WHEREAS, the County Tax Board of Taxation has not certified the tax rate at this time and the Tax Collector will be unable to mail the tax bills on a timely basis; and

WHEREAS, the Tax Collector, in consultation with the Chief Financial Officer, has computed an estimate tax levy in accordance with NJSA 54:4-6.3; and

WHEREAS, it is desirous of the Borough of Roosevelt to issue estimated tax bills for the third installment of taxes payable to the Borough in 2026 to ensure timely and consistent billings to the taxpayers; and

WHEREAS, the Borough estimates a total Tax Levy of \$3,215,947.53 and the estimated tax rate is set at \$2.447, inclusive of the County/Regular, Health, Library and County Open Space, Consolidated School, and Municipal Levies in accordance with the attached analyses, reflecting estimated total annual billings for 2026 of 2.90% over the final billing for 2025.

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the Borough of Roosevelt, in the County of Monmouth and State of New Jersey on this 6th day of July 2026 that the Tax Collector is hereby authorized and directed to process estimated tax bills for the third quarterly installment of 2026 taxes.

BE IT FURTHER RESOLVED that, the third quarterly installment of 2026 taxes shall not be subject to interest until thirty (30) calendar days after the date the estimated tax bills were mailed. The estimated tax bills shall contain a notice specifying the date on which interest may begin to accrue.

BE IT FURTHER RESOLVED, by the Mayor and Borough Council of the Borough of Roosevelt, that the Borough Clerk be and she is hereby authorized to forward copies of the within Resolution, certified to be true copies to the following:

1. Nada Akmal, Assistant Director, Financial Regulation [email: Nakmal@DCA.state.nj.us]
Division of Local Government Services
Department of Community Affairs
PO Box 803, Trenton, New Jersey 08625

Matthew Clark, Tax Board Administrator [email: Matt.Clark@co.monmouth.nj.us]
Monmouth County Board of Taxation
Hall of Records, 1 E Main St, Freehold, NJ 07728

2. Borough of Roosevelt:
Salvatore P. Cannizzaro, Tax Collector [email: taxcollector@rooseveltnj.us]
Scott Frueh, Chief Financial Officer [email: cfo@rooseveltnj.us]

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 July 6, 2026.

Kathleen Hart
Borough Clerk

ATTACHMENT TO RESOLUTION #26-89

BOROUGH OF ROOSEVELT MONMOUTH COUNTY, NEW JERSEY

THIRD QUARTER ESTIMATED TAX BILL FOR 2026

	2026		[Actual] 2025		Difference	
	<u>Amount</u>	<u>Tax Rate</u>	<u>Amount</u>	<u>Tax Rate</u>	<u>Increased/ (Decrease)</u>	<u>Percent</u>
County Tax:						
Regular	\$247,454.79	0.188	\$236,120.98	0.18	\$11,333.81	4.80%
Health	4,237.34	0.003	4,113.92	0.003	123.42	3.00%
Library	15,645.36	0.012	15,043.62	0.012	601.74	4.00%
Open Space	38,499.08	0.029	35,647.30	0.027	2,851.78	8.00%
	<u>\$305,836.57</u>	<u>0.232</u>	<u>\$290,925.82</u>	<u>0.222</u>	<u>\$14,910.75</u>	<u>5.22%</u>
School District	\$1,972,030.79	1.501	\$1,914,593.00	1.463	\$57,437.79	3.00%
Municipal:						
Regular	<u>\$938,080.17</u>	<u>0.714</u>	<u>\$919,686.44</u>	<u>0.700</u>	<u>\$18,393.73</u>	<u>2.00%</u>

Note: Estimated 2026 tax bill is within the 95% to 105% criteria set by NJDCA.

I hereby certify and approve the above tax analyses in connection with the 2026 third quarter estimated tax bills for the Borough of Roosevelt.

Salvatore P. Cannizzaro, Tax Collector
Borough of Roosevelt

Dated: July 6, 2026

ATT 1/3

ATTACHMENT TO RESOLUTION #26-89

BOROUGH OF ROOSEVELT MONMOUTH COUNTY, NEW JERSEY

THIRD QUARTER ESTIMATED TAX BILL FOR 2026

	2026		[Actual] 2025		Difference	
	Amount	Tax Rate	Amount	Tax Rate	Increased/ (Decrease)	Percent
County Tax:						
Regular	\$247,454.79	0.188	\$236,120.98	0.180	\$11,333.81	4.80%
Health	4,237.34	0.003	4,113.92	0.003	123.42	3.00%
Library	15,645.36	0.012	15,043.62	0.012	601.74	4.00%
Open Space	38,499.08	0.029	35,647.30	0.027	2,851.78	8.00%
	\$305,836.57	0.232	\$290,925.82	0.222	\$14,910.75	5.22%
School District	\$1,972,030.79	1.501	\$1,914,593.00	1.463	\$57,437.79	3.00%
Municipal:						
Regular	\$938,080.17	0.714	\$919,686.44	0.700	\$18,393.73	2.00%

Note: Estimated 2026 tax bill is within the 95% to 105% criteria set by NJDCA.

I hereby certify and approve the above tax analyses in connection with the 2026 third quarter estimated tax bills for the Borough of Roosevelt.

Matthew S. Clark, Tax Board Administrator
Monmouth County Board of Taxation

Dated: July 6, 2026

ATT 2/3

ATTACHMENT TO RESOLUTION #26-89

BOROUGH OF ROOSEVELT MONMOUTH COUNTY, NEW JERSEY

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I hereby certify and approve the above tax analyses in connection with the 2026 third quarter estimated tax bills for the Borough of Roosevelt.

Scott M. Frueh, Chief Financial Officer
 Borough of Roosevelt

Dated: July 6, 2026

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

**RESOLUTION NO. 26-90
MEETING DATE: 07-06-2026**

**RESOLUTION RENEWING MONMOUTH COUNTY SHARED SERVICES
AGREEMENT FOR MONMOUTH COUNTY TO SERVE AS THE PUBLIC
ANSWERING POINT (PSAP) FOR ROOSEVELT BOROUGH**

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

WHEREAS, the current shared services agreement with Monmouth County for communications and dispatch services for the Borough of Roosevelt expired December 31, 2025; and

WHEREAS, it is the desire of the Borough of Roosevelt and Monmouth County to renew said agreement for the period of January 1, 2026 through December 31, 2030; and

WHEREAS, the “Uniform Shared Services and Consolidation Act”, N.J.S.A. 40A:65-1, et seq. authorizes a municipality to contract with any public or private entity for the provision of any service which the municipality itself could provide directly; and

WHEREAS, the “Uniform Shared Services and Consolidation Act”, N.J.S.A. 40A:65-1, et seq. authorizes local units of this State to enter into a contract with any other local unit or units for the joint provision within their several jurisdictions of any service which any party to the Agreement is empowered to render within its own jurisdiction; and

WHEREAS, the County, under the auspices of the Monmouth County Sheriff’s Office Communication Division, will serve as the Public Safety Answering Point for Roosevelt Borough and provide all calls to the Roosevelt Borough by call relay, transfer, or direct emergency dispatch; and

WHEREAS, the County will provide to the Borough direct emergency dispatch service for Fire and Emergency Medical Services for the Borough; and

WHEREAS, payment for said agreement shall be made to the County by the Borough on or about April 1st of each year of this agreement with the payment of 2026 being the amount of \$8,399.00; and

WHEREAS, the annual fee for the 2nd and 5th consecutive years of the Agreement shall be subject to a 2% increase for each consecutive year.

BE IT RESOLVED by the Roosevelt Borough Council that the Mayor is hereby authorized to execute, and the Borough Clerk attest, the Monmouth County shared services agreement for communication services for the period January 1, 2026 through December 31, 2030.

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 July 6, 2026.

Kathleen Hart
Borough Clerk

**SHARED SERVICE AGREEMENT
(SINGLE SERVICE/ POLICE, FIRE, OR EMS ONLY)**

**BETWEEN THE
COUNTY OF MONMOUTH,
THROUGH
THE MONMOUTH COUNTY
SHERIFF'S OFFICE, COMMUNICATIONS DIVISION
AND THE
BOROUGH OF ROOSEVELT**

THIS SHARED SERVICE AGREEMENT (the "Agreement") is made this ____ day of _____, 2026 by and between the COUNTY OF MONMOUTH, a body politic of the state of New Jersey, having its principal offices located at the Hall of Records, 1 E. Main Street, Freehold, New Jersey 07728 and the MONMOUTH COUNTY SHERIFF'S OFFICE with its principal offices located at 2500 Kozloski Road, Freehold, New Jersey 07728 (hereinafter jointly referred to as the "County"), and the BOROUGH OF ROOSEVELT in the County of Monmouth, a municipal corporation of the State of New Jersey,(referred to as the "Municipality"). The "Municipality" and the "County" are referred to as the "Parties".

IT IS AGREED:

1. The County, under the auspices of the Monmouth County Sheriff's Office, Communications Division, will serve as the Public Safety Answering Point (PSAP) and Public Safety Dispatch Point (PSDP) for the BOROUGH OF ROOSEVELT, in accordance with the participation plan previously submitted by the Municipality. The County will provide all calls to the Municipality by call relay, transfer, or direct emergency dispatch, in accordance with the Municipality's participation plan. The system will meet the technical requirements and operational standards set forth in *N.J.A.C. 17:24-1.1, et seq.* The County will provide direct emergency

dispatch services and other municipal entities independently upon the election of the BOROUGH OF ROOSEVELT for Police, Fire or Emergency Medical Services (EMS) for the Municipality.

2. The full 2026 fee shall be \$8,399.00. The annual fee for the 2nd and 5th consecutive years of the Agreement shall be subject to a 2% increase for each consecutive year.
 - (a) Should the method of service and billing be rolled into the general County Tax rate or some other basis, then this Agreement shall terminate on the date of the transition to such change.
 - (b) The County shall provide said service for the period January 1, 2026, or as soon thereafter as the services begin, through December 31, 2030.
 - (c) The County will provide computer-related services to support any dispatching functions for the Municipality as required wherein public safety software and related features/capabilities may include, but are not limited to, mobile client, field reporting, Computer Aided Dispatch (CAD) and records management.
 - (d) The Municipality will maintain and support all local hardware, routers and air cards.
 - (e) It is understood by the parties that all personnel assigned to dispatch operations are under the direction, supervision and control of the Monmouth County Sheriff's Office Communication Division.
 - (f) The County will maintain and support all core infrastructure equipment and systems located in the Communications Division, which includes all routers and servers.

3. Radio Programming and System Access:

The County shall be responsible for the programming of all police, fire, and EMS radio equipment owned by the Municipality that is required to communicate on the Monmouth County Sheriff's Office communications platform. All police, fire, and EMS radio equipment seeking access to/ or operating on the Sheriff's Office communications platform shall be properly configured and authorized in accordance with County standards and technical requirements.

All such radio equipment shall be programmed utilizing the appropriate Advanced System Key(s) (ASK) for Motorola radio systems. The system owner for all Advanced System Key(s) shall be the Monmouth County Trunk System (System ID: 4A0). No police, fire, and EMS radio equipment shall be permitted to affiliate with, transmit on, or otherwise access the Sheriff's Office communications platform unless it has been approved by the County and programmed under the County controlled Advanced System Key(s).

The Municipality acknowledges and agrees that the County retains sole authority over system access, configuration, and security controls, and that unauthorized programming, modification, cloning, or use of radio equipment may result in immediate suspension or revocation of system access.

4. Third-Party System Integrations and Additional Fees:

Any third-party integration to Monmouth County Sheriff's Office ("MCSO") provided services requested or implemented after the initial acceptance and execution of this Shared Services

Agreement shall be subject to an additional charge of Ten Thousand Dollars (\$10,000.00) per integration.

This fee shall apply to each separate integration that is outside the original scope of services expressly agreed upon in the initial contract and shall be payable prior to the implementation or activation of such integration, unless otherwise agreed to in writing by the County.

By way of example, and not limitation, integrations subject to this fee include:

- Computer-Aided Dispatch (CAD) systems
- Records Management Systems (RMS)
- Mobile Data Terminals (MDTs)
- External reporting, analytics, or data visualization platforms
- Third-party authentication or identity management solutions
- Application Programming Interfaces (APIs) or other data exchange mechanisms

The County reserves the right to evaluate each requested integration for technical feasibility, security, operational impact, and compliance with County standards. Approval of any third-party integration shall be at the sole discretion of the County and may be conditioned upon additional terms, technical requirements, or limitations deemed necessary to protect the integrity, security, and performance of MCSO systems and services.

5. Automatic License Plate Reader (Public Safety Dispatch Point Police Inclusive):

If the Municipality decides to procure and utilize an Automatic License Plate Recognition (ALPR) system, then the County will physically store and maintain a server environment to host a regional ALPR system, subject to the following provisions:

- (a) The Municipality shall procure and maintain all local equipment to operate an ALPR system, including all recurring costs associated with setting up the local ALPR system. This equipment should include, but not be limited to client computers, local servers, cameras, network infrastructure to connect to the regional ALPR network.
- (b) The County shall have the Municipality's ALPR data available 24/7 or for the maximum uptime, given routine server service and unplanned outages.
- (c) The regional server environment shall be redundant, to minimize downtime and to ensure the highest level of system availability.
- (d) Both parties should employ the same data security practices when utilizing the local ALPR system as is required when accessing and utilizing the NCIC system.

6. This agreement is permitted under the New Jersey Uniform Shared Services and Consolidation Act pursuant to *N.J.S.A. 40A:65-1, et seq.*

7. The County shall defend, indemnify and save harmless the Municipality, its officers, agents and employees, from and against all suits, costs (including attorney fees and costs), claims, expenses, liabilities, and judgments of every kind to which the Municipality may be subjected by reason of any actions or inactions by the County or its officers, agents or employees.

8. The Municipality shall defend, indemnify and save harmless the County, its officers, agents and employees from and against all suits, costs (including attorney fees and costs), claims, expenses, liabilities, and judgments of every kind to which the County may be subjected by reason of any actions or inactions by the Municipality or its officers, agents or employees.

9. Either party may terminate this Agreement within minimum ninety (90) days written notice, with or without cause. The County explicitly reserves the right to terminate this Agreement with ninety (90) days written notice for the following reasons:

(a) The Municipality has failed to make timely payments for services rendered, in response to the County's invoice.

(b) The Municipality has failed to comply with the State and County system guidelines, provided that the Municipality has been notified of the failure(s) and not cured the failure(s) within a reasonable time following such notice.

10. The Clerk of the County's Board of County Commissioners shall file a fully executed copy of this Agreement with the Division of Local Government Services, New Jersey Department of Community Affairs.

11. If either party has a concern with any aspect of the agreement, the parties agree to meet and confer to address a mutually acceptable resolution to same. Such notice shall be provided in writing (which may be via e-mail) to a representative that shall be designed by each party as the primary point of contact for all aspects of the agreement. Upon receipt of such notice, a meeting (which may be by telephonic or electronic means) shall be scheduled within 5 business days or as soon as practicable thereafter. The parties may determine that clarification to the agreement is necessary and may implement same without any need for further approval by their respective governing bodies, so long as it does not contradict any express provision of this agreement. Any such clarification shall be memorialized in writing. Any modification to any express provision of this agreement shall require the formal assent of the respective governing bodies who are parties to this agreement.

12. Notwithstanding Section 9 of this agreement, Monmouth County, Monmouth County Sheriff's Office, and Monmouth County Sheriff's Office Communications Division maintains the right to modify the methods/practices/procedures involved in dispensing services contemplated herein, at their discretion. Such changes will be based on inferences made by Monmouth County, Monmouth County Sheriff's Office, and Monmouth County Sheriff's Office Communications Division, regarding industry's best practices, technological advancements, and/or for the purpose of efficiently providing services.

13. Each party to this Agreement represents to the other party that its governing body has duly adopted a resolution authorizing the execution of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed, attested and sealed by their respective and duly authorized officials.

COUNTY OF MONMOUTH

BOROUGH OF ROOSEVELT

By: Thomas Arnone
Title: Commissioner Director

By:
Title:

Date: _____

Date: _____

ATTEST:

ATTEST

Clerk of the Board

Municipal Clerk

MONMOUTH COUNTY SHERIFF'S OFFICE

By: Shaun Golden
Title: Sheriff

Date: _____

WITNESS / ATTEST:

Notary

RESOLUTION NO. 26-91
MEETING DATE: 07-06-2026

**RESOLUTION AUTHORIZING ROBERTS ENGINEERING GROUP, LLC TO DESIGN
AND SOLICIT BIDS FOR THE REPLACEMENT OF THE HVAC SYSTEM FOR THE
FORMER EMS GARAGE/OFFICE SPACE AT BOROUGH HALL**

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

WHEREAS, the Borough has requested that the former EMS garage and office space at Borough Hall be refurbished for a community event center that would be accessible for use by residents in various capacities; and

WHEREAS, the potential future improvements would include repairs to exterior walls, modifications to the architectural layout of the space, updates to lighting, ADA accessibility and new bathrooms; and

WHEREAS, the HVAC system must first be replaced before further improvements can be undertaken within the former EMS garage and office space at Borough Hall; and

WHEREAS, the cost to replace the HVAC system is estimated to cost between \$75,000 and \$100,000 and is a substantial first step in creating a new community space that is eligible for funding with the Borough's previously awarded ARP grant; and

WHEREAS, the HVAC system can be designed and installed with limited ductwork so that future architectural improvements of the space can tie into the new HVAC system with limited modifications, thus reducing costs in the future; and

WHEREAS, the Borough Engineer has submitted a proposal to design plans and specifications and to solicit bids for the HVAC system at a cost not to exceed \$12,000.00; and

WHEREAS, the Borough CFO has certified funding is available.

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 design plans and specifications and to solicit bids from qualified contractors to replace the HVAC system in the former EMS garage and office space at Borough Hall at a cost not to exceed \$12,000.00; and

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 July 6, 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, LLC (HVAC System in First Aid Bays)	Engineering-O/E	\$12,000.00

Scott M. Frueh
Scott M. Frueh
Chief Financial Officer

Dated: 7/6/26

RESOLUTION NO. 26-92
MEETING DATE: 07-06-2026

**RESOLUTION ADOPTING THE “REHABILITATION PROGRAM OPERATING
MANUAL” FOR THE BOROUGH OF ROOSEVELT**

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

WHEREAS, in accordance with the Fair Housing Act and the New Jersey Uniform Housing Affordability Controls (N.J.A.C. 5:80-26-1, *et seq.*), the Borough of Roosevelt is required to adopt a Rehabilitation Program Operating Manual to manage the Borough’s Rehabilitation Program to meet the Borough’s rehabilitation obligation for the 2025-2035 time period.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Governing Body of the Borough of Roosevelt, County of Monmouth, State of New Jersey, do hereby adopt the Rehabilitation Program Operating Manual attached hereto as Exhibit A.

This Resolution shall take effect immediately.

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 July 6, 2026.

Kathleen Hart
Borough Clerk

Home Improvement Program

For Owner-Occupied and Rental Units

Policies and Procedures Manual

Roosevelt Borough

New Jersey

June 2026

Prepared by:
Community Grants Planning & Housing
1249 South River Road, Suite 301
Cranbury, NJ 08512-3633
609/664-2769 www.cgph.net



Home Improvement Program

Program Policies and Procedures Manual

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Home Improvement Program Policies & Procedures Manual

I. INTRODUCTION

The purpose of this document is to establish policies, guidelines and procedures which will govern the Home Improvement Program (HIP). The HIP was created by Roosevelt Borough to assist properties occupied by very low, low and moderate-income households to correct all existing interior and exterior health, safety and code violations in conformity with the standards of the New Jersey State Housing Code, N.J.A.C. 5:28 and the Rehabilitation Subcode, N.J.A.C. 5:23-6. The HIP is guided by Uniform Housing Affordability Controls (UHAC) promulgated by the New Jersey Housing and Mortgage Finance Agency at N.J.A.C.5:80-26 *et seq.*, the amended Fair Housing Act at N.J.S.A. 52:27D-301 *et seq.*, the Fair Housing Act Regulations promulgated by the Department of Community Affairs, Division of Local Planning Services (“LPS”) at N.J.A.C. 5:99 *et seq.*, and statutorily upheld existing regulations of the former Council on Affordable Housing (“COAH”) at N.J.A.C. 5:93 and 5:97. The HIP is subject to all laws, regulations, ordinances, and codes of the New Jersey Department of Community Affairs (DCA) and the Municipality. The Municipality contracted with Community Grants, Planning & Housing LLC (CGP&H), a private consulting firm specializing in the implementation of publicly-funded housing rehabilitation programs, to manage and administer the HIP.

This manual reflects changes to UHAC that went into effect in December 2025. These UHAC changes impact every aspect of the Administration of affordable units from income qualification to deed restrictions and there are many outstanding questions about the applicability of the rules and how to implement the regulations. Future changes to the manual will be required after the Department of Community Affairs (DCA) launches its educational program for Administrative Agents. In addition, the New Jersey Housing and Mortgage Finance Agency (NJHMFA) has indicated that they will be publishing an updated “Understanding UHAC” manual that will provide additional clarification to Administrative Agents on the updated regulations. This manual does not include all provisions of UHAC, and UHAC is a companion document to this manual.

I-A. Fair Housing and Equal Housing Opportunities

It is unlawful to discriminate against any person making application to participate in the housing rehabilitation/home improvement programs or rent a unit with regard to race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, familial status, disability, nationality, sex, gender identity or expression or source of lawful income used for mortgage or rental payments. For more information on discrimination or if anyone feels they are a victim of discrimination, please contact the New Jersey Division on Civil Rights by phone at 1-866-405-3050 or via their website at <https://www.njoag.gov/about/divisions-and-offices/division-on-civil-rights-home>. Fair Housing and Equal Housing Opportunities apply to both owner and tenant applications.



I-B. Program Funding Source

The Program’s funding source will be the municipal budget.

II. ELIGIBLE PARTICIPANTS

II-A. Program Area

The HIP is a municipality-wide program currently aimed at scattered site housing rehabilitation of housing occupied by very low, low and moderate-income households throughout the municipality.

II-B. Categories of Participants

Both owner-occupied and renter-occupied housing units are eligible to receive funding for rehabilitation provided that the occupants of the units are determined to be income eligible, the units are determined to be substandard and for primary residency only. Owners of rental properties do not have to be income eligible households. If a structure contains two or more units and an owner, who is not income eligible, occupies one unit, funding may be provided for the rehabilitation of the rest of the units if income-eligible households occupy those units. Rents must be affordable to low- or moderate-income households.

For housing units which received past affordable housing state credit, the following rules for repeat assistance shall apply.

- An owner of a previously rehabbed unit may apply for current rehab assistance if the unit was rehabbed in a prior Round and the affordability period has expired.
- An owner of an existing affordable deed restricted ownership unit with an active deed restriction that is currently meeting a Round 1, Round 2 or Round 3 credit may apply for current rehab assistance for the municipality to obtain a Round 4 present need credit, unless the affordable housing deed restriction receives a new affordable housing credit during Round 4 due to extended controls.
- Housing units which the municipality receives an affordable housing credit in Round 4 in any category are not eligible for additional assistance from the municipality's housing rehabilitation program during Round 4.
- Essentially, a municipality cannot double credits on a unit within the same affordable housing Round.

II-C. Income Limits

Household income is defined as the combined annual income of all family members over 18 years of age including wages, Social Security, disability insurance, unemployment insurance, pensions, dividend/interest income, alimony, etc. Each unit's total household gross income must fall within the State's moderate-income limits based on family size. Maximum income limits are provided annually by NJHMFA for each of the six Affordable Housing regions. The income limits used for this program are the applicable regional income limits for the region in which the Municipality is located. Current income limits are available at <https://nj.gov/dca/hmfa/about/uhac>.

II-D. Application Selection

At program start-up, and if the homeowner intake demand exceeds the number of openings, applications may be prioritized based on the reported income of the household as a percentage of the maximum allowable income for households of that size. This can give priority to the lowest income applicants and assist the municipality in reaching its goal of providing assistance to a minimum of 50%

of the properties comprising of low income households. Otherwise, the Program will process new applicants added to the wait list/applicant pool on a first-come, first served basis, to qualified applicants. If there is a waiting list, priority will be given to homeowners with less than \$300,000 in liquid assets. Assets in federally recognized retirement accounts do not apply to the liquid asset limit. The HIP will establish the wait list/applicant pool from the program marketing efforts identified in Section IX of this manual.

Emergency Processing Order

Properties with safety and/or health hazards, confirmed/certified as an emergency by the municipal Construction Official or Health Department, can bypass the first-come, first served process however they must meet all the other program requirements including income eligibility and bringing the unit up to code.

The Program Administrator shall determine that an emergency situation exists based on the following:

- The repair problem is an immediate and serious threat to the health and safety of the building's residents
- The problem has been inspected and the threat verified by the appropriate local building inspector, program inspector and/or health official

Depending on the type and extent of the emergency and with the homeowner's permission, the Program may bypass the standard bid process outlined in Section V-(*Contractor Selection*) to expedite the bid/contractor selection process. Instead, the Program may have a proven qualified contractor familiar with the Program present at the initial property inspection with the homeowner to count as the contractor's site visit. This will allow for a quick turn-around on emergency scope of work to be contracted on a single quote basis. To be awarded the emergency work, the contractor's quote must be determined to be a reasonable cost based on the Program Inspector's cost estimate and the contractor must commit to a tight timeline to resolve the emergency situation. This emergency process may apply to heavily leaking roofs, inoperable heating systems during the winter months, immediately hazardous electrical systems and/or blocked sewer lines unresolvable to unclog via a simple service call for under \$1,000.

Please note that the loan agreement will state that if the homeowner takes the emergency funds to abate the safety/health hazards and then subsequently decides to voluntarily remove themselves from participation in the Municipality's Home Improvement Program to complete the non-emergency substandard code violation components of their project, essentially negating any opportunity for the municipality to gain credit for a fully rehabilitated home for this unit, those public funds used for the emergency shall be immediately due and payable back to the Municipality.

To address this potential, any homeowner receiving emergency funds will also be required to execute a statement indicating that the Municipality will place a lien on the property assisted for the Municipality to recapture the emergency funds, to be repaid with interest, based on the monthly average mortgage loan commitment rates at the time of closing in the event of noncompliance.

III. ELIGIBLE ACTIVITIES

III-A. Eligible Improvements

The purpose of the program is to bring substandard housing up to code. To qualify for participation in the program, the condition of each home must be certifiable as being "substandard" as defined in N.J.A.C. 5:93-1.3.

In other words, at least one of the following major systems must be in need of replacement or substantial repair:

- Roof
- Plumbing (including wells)
- Heating
- Electrical
- Sanitary plumbing (including septic systems)
- Load bearing structural systems
- Weatherization (building insulation for attic, exterior walls and crawl space, siding to improve energy efficiency, replacement storm windows and storm doors and replacement windows and doors)

The related work may include, but not be limited to the following:

- Lead paint remediation or abatement
- Interior trim work
- Interior and/or exterior doors
- Interior and/or exterior hardware
- Interior stair repair
- Exterior step repair or replacement
- Porch repair
- Wall surface repair
- Painting
- Exterior rain carrying system repair

III-B. Ineligible Improvements

Work not eligible for program funding includes but is not limited to luxury improvements (improvements which are upgrades/higher than mid-grade and/or strictly cosmetic), carpets, additions, conversions (basement, garage, porch, attic, etc.), repairs to structures separate from the living units (detached garage, shed, barn, etc.), furnishings, pools, landscaping, solar panels and generators. If determined unsafe, stoves may be replaced. The replacement or repair of other appliances is prohibited. Rehabilitation work performed by property owners shall not be funded under this program.

III-C. Rehabilitation Standards

Funds are to be used for work and repairs required to make the unit standard and abate all interior and exterior violations of the New Jersey State Housing Code (N.J.A.C. 5:28), the Rehabilitation Subcode (N.J.A.C. 5:23-6), and the Municipality’s local property maintenance code (of which the more restrictive requirements will apply), conserve energy and remove health and/or safety hazards; and any other work or repairs, including finishing and painting, which are directly related to the above listed objectives. For projects that require construction permits, the rehabilitated unit shall be considered complete at the date of final approval pursuant to the Uniform Construction Code.

Municipal rehabilitation investment for hard costs shall average at least \$10,000 per unit, and include the rehabilitation of at least one major system, as previously defined under eligible improvements.

III-D. Certifications of Substandard/Standard

The Program Building Inspector will inspect the property to determine which systems, if any, are substandard in accordance with Section III-A above and issue a Certification of Substandard. Upon program construction completion, all code deficiencies noted in the inspection report must be corrected and rehabilitated units must be in compliance with the standards proscribed in Section III-C above upon issuance of a municipal certificate of completion/approval.

IV. PROGRAM FUNDING TERMS

IV-A. Terms and Conditions for Owner Occupied Units

Table 1: Owner-Occupied Single Family Home Terms & Conditions	
Minimum Loan Amount	The municipality may rehabilitate substandard units that require less than \$10,000 of work, provided the municipal rehabilitation activity averages at least \$10,000 per unit.
Maximum Loan Amount	\$30,000 per unit
Interest Rate	0% (No monthly payments)
Payment Terms:	100% forgivable if homeowner maintains occupancy and title during the 10-year period. Original Principal is due if house is sold and/or title/occupancy changes years 1 through 10 except for <i>Exceptions to Loan Repayment Terms</i> section below.
Mechanism for Securing Loan	Mortgage and Mortgage Note recorded against property

If the owner decides to sell the property, transfer title, or if the owner should die before the terms of the lien expire, the owner, heirs, executors or legal representatives must repay 100% of the original loan per the schedule above upon a title change. Rental of house is allowable under certain conditions subject to approval by the Administrative Agent.

Exceptions to Loan Repayment Terms above during the lien period:

1. If the loan transfers due to inheritance by a Class A beneficiary who will take occupancy upon death of Program mortgagee/Borrower and assume the lien (income eligibility not a requirement); or if by inheritance by a qualified income eligible non-Class A beneficiary, or
2. If the house is sold at an affordable price pursuant to UHAC to someone who can be qualified as income eligible, takes occupancy and agrees to assume the program lien, or
3. If the house is sold at an affordable price pursuant to UHAC to an investor who assumes the lien and also signs a deed restriction for the remaining duration of the affordability period to rent the dwelling at the affordability controls restricted rental rate and according to the affirmative marketing requirements for re-rentals. When this occurs, the Municipality's Administrative Agent will be responsible for monitoring compliance over that unit.

When a trustee of a trust deed ownership of a single-family property is the applicant occupant of the property, the owner-occupied category terms apply.

IV-B. Terms and Conditions for Owner-Occupied Multi-Family Rental Units

Minimum Loan Amount	The municipality may rehabilitate substandard units that require less than \$10,000 of work, provided the municipal rehabilitation activity averages at least \$10,000 per unit.
Maximum Loan Amount	\$20,000 per unit
Interest Rate	0% (No monthly payments)
Payment Terms	100% forgivable if homeowner maintains occupancy and title during the 10-year period. Original Principal is due if not in compliance with affordability controls. Rental restrictions transfer with property. See Restrictions below.
Mechanism for Securing Loan	Mortgage, Mortgage Note and Deed Restriction recorded on property

The assisted housing unit(s) must be occupied by and affordable to a household that is certified as an income eligible household as per either the latest Income Limits by Region, or in compliance with the municipality's Settlement Agreement and Court Order, whichever is applicable.

The owner will execute a Mortgage, Mortgage Note, and Deed Restriction, the latter which guarantees the continued availability of the rental unit to low or moderate-income households for the terms of the

ten-year deed restricted affordability period. The affordability terms for the rental units do not expire even if the owner sells the property, transfers title to the property or dies within the ten-year program deed restricted affordability period.

Moreover, if Program funds were expended on the owner-occupied unit, and the homeowner sells, transfers title, dies or is not in compliance during the ten-year deed restricted affordability period, unless ownership is transferred to another low or moderate-income homeowner, any Program funds expended on work done on the owner’s individual unit along with a pro-rata portion of the shared improvements must be fully repaid to the Municipality and used to rehabilitate another housing unit.

Additionally, for rental units in a multi-family owner-occupied home:

For tenant units, the maximum permitted rent is pursuant to UHAC and subject to annual adjustment. If a unit is vacant upon initial rental subsequent to rehabilitation, or if a renter-occupied unit is re-rented prior to the end of controls on affordability, the Deed Restriction shall require the unit to be rented to a low- or moderate- income household at an affordable rental price and will be affirmatively marketed by the Municipality’s designated Administrative Agent, in accordance with the Municipality’s Affordable Housing Affirmative Marketing Plan. Landlords are responsible to pay income certification fees and affirmative marketing cost for re-rentals. For information regarding future rental increases, please refer to Section VIII of this manual. When a trustee of a trust deed ownership of a multi-family property is the applicant occupant of the property, the multi-family category terms apply.

IV-C. Terms and Conditions for Investor-Owned Rental Units

Table 3 Investor-Owned Terms & Conditions	
Minimum Loan Amount	The municipality may rehabilitate substandard units that require less than \$10,000 of work, provided the municipal rehabilitation activity averages at least \$10,000 per unit.
Maximum Loan Amount	\$20,000 per rental unit
Interest Rate	0% (No monthly payments)
Payment Terms	Owner pays 25% of rehab cost at construction agreement signing. 75% balance forgiven if in compliance with rental restrictions. The 20% rehab cost is waived for non-profit corporation rentals*, if any. Rental restrictions transfer with property. See restrictions below.
Mechanism for Securing Loan	Mortgage, Mortgage Note and Deed Restriction recorded against property

The ten-year affordability controls against the property will be recorded in a Deed Restriction. The property owner agrees to abide by the rental affordability controls for the life of the Deed Restriction. Additionally, the following conditions apply:

The assisted housing unit(s) must be occupied by and affordable to a household that is certified as an income eligible household as per either the latest Income Limits by Region, or in compliance with the municipality's Settlement Agreement and Court Order, whichever is applicable and as designated by unit in the Deed Restriction. The maximum permitted rent is determined by the Municipality's Administrative Agent and is pursuant to UHAC and subject to annual adjustment.

Throughout the ten-year affordability controls, if a rental unit is vacant upon initial rental subsequent to rehabilitation, or if a renter-occupied unit is re-rented prior to the end of controls on affordability, the Deed Restriction shall require the unit to be rented to a low- or moderate- income household(as designated by unit in the Deed Restriction) at an affordable price and will be affirmatively marketed in accordance with the Municipality's Affordable Housing Affirmative Marketing Plan by the Municipality's current Administrative Agent at the rates and terms defined within that Agreement. Landlords are responsible to pay income certification fees and affirmative marketing costs for re-rentals.

The owner will execute a Mortgage, Mortgage Note and Deed Restriction, the latter which will guarantee the continued availability of the unit to income eligible households for the terms of the ten-year lien affordability period.

Throughout the ten-year deed restrictive period, the affordability terms do not expire even if the owner sells the property, transfers title to the property, dies, or rents to other than low or moderate-income renters, before the terms of the lien expire.

Life estate deed ownership falls under the investor category. Additionally, when a trustee of a trust deed ownership is not the applicant occupant of the property, the investor terms apply.

* Group Homes are ineligible because they are not separate units.

IV-D. Special Needs Waivers for Higher Cost Rehabilitation Projects

In cases of housing rehabilitation costs exceeding the program maximum loan amounts listed in applicable Tables 1, 2 and 3 above:

- The Program will attempt to negotiate with lowest qualified bidding contractor to lower bid price.
- The Program will review scope of work to omit work items without jeopardizing code status.
- The Program will confirm whether or not the homeowner can contribute personal funds. It will be mandatory for households with more than \$40,000 in liquid assets to contribute personal funds for the difference rather than obtain a special needs waiver.
- If needed, the Program will attempt to partner with other possible funding sources such as the Low Income Home Energy Assistance Program (LIHEAP).
- The Program reserves the right to make an exception and allow the expenditure of up to an additional **\$5,000 per unit** to address code violations. The Municipality will consider other situations for special needs waivers. Individual case files will be considered on a case-by-case basis. Upon Program and Municipal approval, a **Special Needs Funding Limit Waiver** may be issued.
- If no viable options exist, the case will have to be terminated.
- Investor properties are not eligible for special need waivers.

IV-E. Use of Recaptured Program Funds

All recaptured funds will be deposited into a municipal affordable housing trust fund in accordance with N.J.A.C. 5:93-8.15 .

V. IMPLEMENTATION PROCESS

V-A. Application/Interview

For each prospective applicant, this process starts with a homeowner either submitting an online preliminary application or the Housing Rehabilitation Specialist pre-qualifies the interested homeowner by phone, whichever is the homeowner's preference. The information is entered in the program applicant pool/waiting list. If the homeowner passes the preliminary criteria review, program information, guidelines, and application package will be mailed or emailed to the applicant when their name is reached in the program's waiting list. Each prospective applicant is to complete the application and return it to the Housing Rehabilitation Specialist, along with the required verification documents. Upon receipt of the completed application package, a case file will be opened for the applicant and a case file number will be assigned to the unit. The Housing Rehabilitation Specialist will be available via a direct phone line to assist applicants during this and all other phases of the process. Additionally, as needed, a Housing Rehabilitation Specialist will be available for face-to-face prescheduled appointments. Once a case is assigned a number, the cases are processed in the order of receipt of completed applications.

V-B. Eligibility Certification

To be eligible for assistance, households in each unit to be assisted must be determined to be income eligible.

The Program staff shall determine household income in accordance with the procedure for calculating annual income at the time of household application, stipulated at 24 CFR 5.609, as it was in effect on December 20, 2024, and described in Chapter 5 of HUD [page=2782] Handbook 4350.3: Occupancy Requirements of Subsidized Multifamily Housing Programs, which is available at:

https://www.hud.gov/program_offices/administration/hudclips/handbooks/hsg/4350.3.

In the future, the Program Staff shall accept household income determinations made within the previous 180 days by another administrative agent that has successfully completed DCA's Education Program. This is not applicable at this time because the Education Program has not been made available and therefore no Administrative Agents have successfully completed the program.

V-C. Other Eligibility Requirements

Applicant to submit the following in the application package:

- Copy of current Homeowner's insurance declarations page (not the policy or receipt);
- Proof of flood insurance, if property is located in a flood zone;
- Copy of recorded deed to the property to be assisted;

- If deed co-holder resides at another location, provide proof of same (driver's license, etc);
- If widow or widower, copy of spouse's Death Certificate;
- Proof that all mortgage payments and, when applicable, Homeowner Association (HOA) Fees are paid current;
- Copy of any and all other liens recorded against the property;
- Personal identification (a copy of any of the following: Driver's License, Passport, Birth Certificate, Social Security Card, Adoption Papers, Alien Registration Card, etc.); and
- Original of signed Eligibility Release form.

Properties for sale are ineligible for program assistance as well as any property the homeowner plans to sell within the next two years.

V-D. Requirements of Property Taxes Paid Current

All applicants' property tax and municipal utility accounts must be paid current. Individual files will be reviewed on a case-by-case basis.

V-E. Sufficient Equity and Carrying Cost

Additionally, to be determined eligible, there must be sufficient equity in the home to cover the program lien. In other words, the market value of the house must be greater than the total of the existing liens and anticipated program lien combined. For the sake of this rule, the market value of the home will be calculated using the Municipality's assessed value divided by the equalization ratio. All existing property liens (mortgage, home equity loan, etc.) are then deducted from the calculated house value to determine the current property equity. Additionally, the applicant's income shall be sufficient to meet the carrying costs of the unit or the homeowner is to demonstrate how the unit's carrying costs are funded. The Municipality may consider a Special Needs Waiver approved by the municipality on a case-by-case basis for carrying cost as well as for limited equity, but not for negative equity.

V-F. House Conditions:

All areas of the house must be readily accessible, uncluttered, and clean. This is in anticipation of the Program Inspector and contractors' needs of proper and sanitary access for inspections and construction work progress.

If there are any repairs or renovations currently being undertaken on the home by others or the homeowner or done within the last few years that require or required municipal permits, the work must be completed and the permits closed out prior to the homeowner applying to the Program.

V-G. Eligibility Scenarios of Multi-Family Structures

Several possibilities exist concerning the determination of eligibility in an owner-occupied multi-family structure.

Scenario 1: The Program Administrator determines that the owner is income eligible and the renters in each unit are income eligible. In this case, all of the units are eligible for rehabilitation.

Scenario 2: The Program Administrator determines that the owner is income eligible, but the renters are not. In this case, only the landlord's unit is eligible for rehabilitation. If a home improvement is undertaken which affects all the units in the house (e.g., replacement of a roof), the HIP will only cover a prorated percentage of the cost. For example, in a two-family home with units of approximately equal size, only 50% of the cost of roof replacement will be covered. Where units differ by more than 10% in size, the proration should be based on percentage of square footage within each unit compared to the total interior square footage of all other units in the structure. Shared common areas should not be counted in the denominator for the pro rata calculation.

Scenario 3: The Program Administrator determines that the owner is not income eligible, but the renters are. In this case, the rental units are eligible for rehab, but the owner's is not. If a rehab activity is undertaken which affects all of the units in the house (e.g., replacement of roof), the HIP will only cover a prorated percentage of the cost. For example, in a four-family home, only 75% of the cost of roof replacement would be covered. Where units differ in size, the proration is based on percentage of square footage.

If any of the conditions above apply to a particular applicant's case, CGP&H sends a letter that explicitly identifies which of the units is eligible for rehabilitation, as well as specifies any applicable percentage of the hard costs of rehabilitation between the Program and the homeowner. The homeowner's monetary contribution is to be paid prior to the start of construction at the preconstruction conference in the form of a money order or certified check made payable to the contractor. The payment is held by the Program until the work is satisfactorily completed, at which time the Program will release the payment to the contractor.

Investor Properties:

The Program Administrator determines the tenant income for eligibility. The owner's income is not applicable for eligibility review because the owner does not occupy the property getting repair assistance via the Program. Instead, the owner of an investment property pays a set required direct contribution toward construction cost rather than the above prorated portion for owner-occupied multiple family properties. Refer to Section IV-C.

V-H. Eligibility Certification

After the Program Administrator has determined that the household is income eligible and meets all other eligible requirements, the Program Manager will complete and sign the Eligibility Certification. This certification is valid for 180 days starting from date of eligibility certification. A Construction Agreement must be signed within this time period. If not, the Program Administrator must reevaluate the household's eligibility.

After the household is certified as income eligible, the Homeowner/Program Agreement will be executed between the homeowner and the Municipality.

If an applicant is determined ineligible, for any reason, the Program will issue a Notice of Ineligibility explaining the reason for the ineligibility determination and case termination.

V-I. Housing Inspection / Substandard Certification / Work Write Up / Cost Estimate

The Program Inspector will perform a comprehensive inspection to determine what work items are necessary to bring the home up to code, as identified in Section III-C. Photos will be taken at the comprehensive inspection to document existing conditions. As a result of the comprehensive inspection, the Program Inspector will prepare a work write-up and cost estimate. All repairs needed to bring the home up to code will be identified. To the extent that the budget may permit, home weatherization will also be included. This work write-up will include a breakdown of each work item by category and by location in the house. The work write-up will contain information as to the scope of work and specifics on materials such as type, quantity and cost. A total cost estimate will be calculated for each housing unit. Improvements approved under the Program shall be based on the cost of mid-grade fixtures and materials. No upgrades from this standard shall be allowed. Only eligible rehab work will be funded by the Program. In the event that not all items can be accomplished due to program funding caps, the Program Inspector will establish a priority repair system which addresses the code violations before the non-code violations. The HIP's policy is to create Work Write-Ups and Cost Estimates that fall within the HIP funding caps. In unusual hardship cases and when the cost to correct all code violations exceeds the program funding limit, the HIP will seek the homeowner's monetary contribution. If the homeowner is unable to contribute funds or obtain funds from another funding source, the HIP will request additional funds from the Municipality.

For houses built prior to 1978, refer to Section VII Lead Based Paint (LBP).

V-J. Contractor Selection

The homeowner, with the approval of the Program Inspector, will select the contractor. The Housing Rehabilitation Specialist will provide the homeowner with a copy of the work write up and the Program Contractor List. The homeowner will complete the Work Write-Up Review Form indicating review and approval of the work write-up and advising of any contractors currently on the Program Contractor List that the homeowner does not wish to have notified of the availability of the bid package. If the homeowner wishes to solicit a bid from a contractor not currently on the Program Contractor List, the homeowner will provide the contractor's name, address and telephone number on the Work Write-Up Review Form. Any contractors that have not been previously qualified are eligible to participate but must submit their qualifications as well as their bid in the bid package.

The Housing Rehabilitation Specialist will notify at least three (3) currently active contractors that a bid package for the property is available. Each contractor must contact the Housing Rehabilitation Specialist to obtain a full bid package and the contractor must submit a bid to the Housing Rehabilitation Specialist by the submission deadline (usually within three (3) weeks of the date of the bid notification letter). All submitted bids will be opened and recorded by the Program Administrator at the office of the Program Administrator, or virtually, in a meeting open to all interested parties.

The submitted bids will be reviewed by the homeowner and the Program Inspector. Generally, the lowest responsible bid from a qualified contractor will be chosen. If the homeowner selects a higher bid, he/she must pay the difference between the chosen and the lowest responsible bid.

The Housing Rehabilitation Specialist will email the following documentation to the Municipality:

- Bid Tabulation sheet of all bids received
- Awarded contractor's bid including completed Contractor Award Checklist
- For each contractor's first award in a calendar year, will also include awarded contractor Business Registration Certificate (BRC) and W-9.

If required by the Municipality, the Contractor award is passed via a Resolution by the Municipal Committee. In this case the Municipality will provide the Housing Rehabilitation Specialist with a copy of the Resolution for placement in the case file.

V-K. Pre-Construction Conference/Contract Signing

The Program Inspector will conduct a pre-construction conference with the homeowner and contractor. Prior to the pre-construction conference the homeowner will be provided with copies of the loan documents and the Construction Agreement and the contractor will be provided with a copy of the Construction Agreement for review. At the time of the pre-construction conference, the scope of work will once again be reviewed. The homeowner and contractor responsibilities will also be reviewed, as well as the Program's construction procedures and program limitations. The homeowner and contractor will each sign the Construction Agreement and receive copies. The homeowner will sign and receive copies of the Mortgage and Mortgage Note in the amount of the HIP subsidy. For rental properties, the property owner will also sign the Deed Restriction.

If the homeowner is providing any funds for the rehabilitation of his/her home, those funds must be provided at the time of the pre-construction conference in the form of a certified check or money order made payable to the contractor. The check will be held by the Program and will be applied towards the contractor's first progress payment.

The contractor will be provided with information regarding the Lead-Based Paint Poisoning Prevention Act (4a.USC 483 1 (b)). The homeowner will be advised of the hazards of Lead Based Paint in houses built prior to 1978 and provided with the EPA booklet Renovate Right. Both contractor and homeowner will each sign the respective Certifications. Additionally, for houses built prior to 1978, Section VII Lead Based Paint (LBP) applies.

Following the pre-construction conference, the Housing Rehabilitation Specialist will provide the Municipality with a copy of the Construction Agreement which includes an itemized price list of the work.

It is the contractor's responsibility to ensure all required permits are applied for prior to the start of construction and, if applicable, at the time of any change orders.

The construction permitting process is handled by the municipality's Construction office.

V-L. Initiate Municipal Voucher

The Program will follow the Municipality's payment vouchering system. The Municipality will establish a rehabilitation construction loan account to address the administrative complexities of this program and

the need to provide timely payments to small contractors. Ultimately upon construction completion, the payments will equal the full voucher amount plus or minus any change orders.

For each contractor's first award in a calendar year, the Housing Rehabilitation Specialist will provide the municipal applicable staff with the awarded contractor Business Registration Certificate (BRC) and W-9 form.

V-M. Progress Inspections

The Program Inspector will make the necessary inspections of the progress of property improvements. Inspections are necessary to ensure that the ongoing improvements coincide with the scope of work outlined in the work write-up. It is the contractor's responsibility to notify the Program Inspector when a minimum of 40% of the total contract work is completed. The Program Inspector will schedule the inspection with the homeowner, at which time the Program Inspector will also obtain verbal confirmation from the homeowner that the work is ready for inspection.

If work passes the satisfactory progress inspection, the Housing Rehabilitation Specialist will follow the procedures spelled out in Section V-(*Payment Structure and Process*) to process a contractor's progress payment request.

The Program Inspector will notify the contractor and the homeowner in writing of any work deficiencies discovered during the progress inspection. Work deficiencies must be corrected prior to the contractor's request for the next inspection.

For houses built prior to 1978, a work item marked EPA RRP Rule cannot be paid for until the contractor provides a post renovation report to the Program. Refer to Section VII Lead Based Paint (LBP) for the EPA regulation.

V-N. Change Orders

If it is determined during rehabilitation that a change from the original work write-up is required, a Program Change Order Authorization form must be completed and approved by the homeowner, the contractor, the Program and the Municipality.

The Housing Rehabilitation Specialist will forward the executed change order to the Municipality for approval. The Municipality may require approval via a Resolution by the Municipal Governing Body. If a Resolution is required and the change order work discovery is urgent, such as during roof tear off and cannot wait until the next Governing Body meeting, it will be submitted for the Municipality's preliminary special needs approval prior to Resolution at the upcoming Governing Body meeting.

The contractor will be notified by the Housing Rehabilitation Specialist of the results, and no change order work should be undertaken by the contractor until he has received a copy of the fully executed Change Order Authorization or the contractor risks non-payment for the change order work.

V-O. Final Inspection

Prior to requesting a final inspection, it is the contractor's responsibility to:

- Properly close out all the permits and to provide proof of closed out permits to the Housing Rehabilitation Specialist via the municipal Certificate of Approval;
- Deliver to the homeowner a complete release of all liens arising out of the Construction Agreement, a receipt in full covering all labor, materials and equipment for which a lien could be filed or a bond satisfactory to the owner indemnifying owner against any lien; and;
- Provide the homeowner with all applicable warranties for items installed and work completed during the course of the rehabilitation.

Once the contractor has provided the Housing Rehabilitation Specialist with all required job closeout forms, the contractor will be responsible to request the Program's final inspection. The Program Inspector will schedule the final inspection with the homeowner, at which time the Program Inspector will also obtain verbal confirmation from the homeowner that the rehabilitation work has been completed and is ready for inspection. The Program Inspector will then conduct a final inspection to certify that the required property improvements are complete. The homeowner will be present during the final inspection and the contractor will be present if there are issues to resolve.

Construction progress on work line items will be inspected and considered for payment. If the work passes satisfactory final inspection, the Housing Rehabilitation Specialist will follow the procedures spelled out in Section V - (*Payment Structure and Process*) to process the contractor's final payment request.

For houses built prior to 1978, a work item marked EPA RRP Rule cannot be paid for until the contractor provides a post renovation report to the program. Refer to Section VII Lead Based Paint (LBP) for the EPA regulation.

If the Program Inspector identifies any work deficiencies during the final inspection, the Program Inspector will notify the contractor and the homeowner of the deficiencies in writing and the value of said deficiencies will be deducted from the final payment request. Work deficiencies discovered during the final inspection will require the Program Inspector to conduct a subsequent inspection upon contractor's correction of deficiencies. The Rehabilitation Program reserves the right to hold the contractor responsible to pay the cost of any additional inspections beyond the final inspection at a rate per inspection determined by the program administrative contract current at that time, for prematurely requesting the final inspection with the work not 100% completely done in a workman-like manner. Additional inspections are those in excess of the one progress inspection and the final inspection which are needed to inspect corrected deficiencies. The contractor must issue the failed final inspection penalty payment directly to the Program Administrator, CGP&H, via a check prior to the Program Inspector scheduling and repeating the final inspection process. CGP&H will notify the municipality each time a penalty is levied.

The Program lien period will commence upon satisfactory completion of the final inspection. Photographs will be taken of the rehabilitated housing unit by the Program Inspector at the time of the satisfactory final inspection.

V-P. Payment Structure and Process

The Municipality will issue all payments, which will be made according to the following schedule:

One progress payment (representing a minimum of 40% of total contract work completed) will be paid. Upon completion of one hundred percent (100%) of the rehabilitation work, the contractor is eligible for final payment of the contract price.

Upon a satisfactory program inspection, and confirmation from the Housing Rehabilitation Specialist that all contractor's documents have been submitted according to program procedures, the Housing Rehabilitation Specialist will submit to the Municipality:

- Program's Request for Payment form with Owner's and Program's written approval
- The Municipal voucher signed by the contractor and adjusted to match the current payment amount, unless the Municipality handles the voucher directly with the contractor.
- Copy of change order, if one occurred

The Municipality retains the right to make payments to the contractor without homeowner approval should the homeowner become unavailable to sign the Program contractor payment form due to illness, absence or refusal to sign. In such instance, the Program shall make reasonable attempts to contact the homeowner. If such efforts are not successful within a two-week period from the final inspection date, the Program shall advise the Municipality, provide documentation of efforts to obtain homeowner approval, and may authorize contractor payment without homeowner sign-off, to not hold up payment rightfully due to the contractor.

The Housing Rehabilitation Specialist is to submit the contractor payment request to the applicable municipal staff and follow any other procedures the Municipality requires to facilitate the contractor payment request. The Municipality will forward to the Housing Rehabilitation Specialist a copy of the executed payment to the contractor for case file records.

Upon job completion, the combined Municipality payments will total the Construction Agreement, including all applicable change order(s) if any, and minus owner contribution, if any. The combined Municipality payments will also match the final Municipal Voucher amount. Progress and final payments will be made payable to the contractor.

V-Q. Standard Certification

A Certificate of Approval issued by the municipal construction official at the time the contractor closes out the rehabilitation construction permits, will confirm the scope of rehabilitation work has been completed and that the housing unit is now up to code standard. The contractor is to provide the Certificate of Approval to the Housing Rehabilitation Specialist when requesting the final inspection. The Housing Rehabilitation Specialist will ensure that a copy of the Certificate of Approval is placed in the case file.

V-R. Record Mortgage Documentation

At construction completion, the Housing Rehabilitation Specialist shall attach a copy of the contractor's final payment form as Schedule B to the program mortgage to document the commencement date of the program lien period. The Housing Rehabilitation Specialist will forward the executed mortgage to the appropriate municipal staff for recording. The Municipality will immediately file the mortgage with the County Clerk. For rental properties, the Deed Restriction will also be recorded.

V-S. File Closing

The Housing Rehabilitation Specialist will close the homeowner's file after the final payment is made and the mortgage, and when applicable, Deed Restriction is/are returned from the County with recorded date, book and page.

The Housing Rehabilitation Specialist will send the homeowner a case closeout letter explaining the warranty period, importance of program documents for personal record keeping, explaining the homeowner's responsibility to continue to maintain the home, providing the homeowner with a home maintenance checklist as guidance, thanking the owner for program participation, and encouraging him/her to recommend the program to other households in the community and, when applicable, reminding owner of the affordable housing rental requirements listed in the program lien documents and deed restriction.

V-T. Requests for Subordination

The Municipality may agree to subordination of its lien if the mortgage company supplies an appraisal showing that the new loan plus the balance(s) on all unpaid loans (including the value of the rehabilitation assistance) does not exceed ninety-five (95%) of the appraised value of the unit. If the homeowner is simply refinancing their primary mortgage to a lower interest rate and not "cashing out" any equity, The Municipality will subordinate up to 100% of the appraised value.

If the Program Administrator performs a loan subordination request, then the fee to process program requests will be paid by the homeowner directly to the Program Administrator in accordance with the fee set forth in the program administration contract.

VI. CONTRACTOR REQUIREMENTS AND RECRUITMENT**VI-A. Marketing**

The Program will coordinate with the Municipality to advertise the availability of construction work on the Municipality's website and display a contractor outreach poster and handouts in the municipal building, including the local construction office. The contractor outreach material will be posted on CGP&H's www.hip.cgph.net website and via CGP&H's HIP social media.

If determined needed, additional outreach may include CGP&H outreach to home improvement contractors registered with Consumer Affairs who are geographically near or in the municipality, outreach via the local newspapers and through the posting of community notices, and advertising the availability of construction work by posting information at local building supply dealers.

All interested contractors will have the opportunity to apply for inclusion on the Program Contractor List, which will be made available for the homeowner's use in selecting rehabilitation contractors.

VI-B. Contractor Qualifications

To qualify, contractors must meet the following minimum requirements:

- Contractors must carry at least \$1,000,000 in general liability insurance. The Contractor shall carry full workmen's compensation coverage including Employer's Liability limits of at least \$500,000 and statutory state coverage for all his/her employees and those of his/her subcontractors engaged in program rehab work. The Contractor must provide the Housing Rehabilitation Specialist with a certificate of insurance naming the Program as Certificate Holder, and naming the Municipality and CGP&H as additional insureds at time of Program job award; and
- At least three favorable references on the successful completion of similar work; and
- The Contractor's State Business Registration Certificate; and
- Current Consumer Affairs Home Improvement Contractor license; and
- Applicable lead certifications for contractors working on houses built prior to 1978. As identified in the scope of work, the contractor must comply with the EPA Renovation, Repair and Painting (RRP) Rule regarding certification; and
- If claiming prior experience with local, state or federally funding housing rehabilitation programs, a record of satisfactory performance in a neighborhood rehabilitation program or other federal/state programs; and
- Appropriate licenses; e.g. plumbing, electrical. \

Contractors must also complete a Contractor Qualification Form. The contractor's qualifications will be reviewed and the references cited will be checked by the Program Inspector before the contractor is awarded a job.

Additionally, CGP&H will also conduct periodic contractor orientation sessions via Zoom. Contractors who are new to the program are required to attend an orientation session either via Zoom, via PowerPoint handout, or one-on-one with the Program Inspector.

VII. LEAD BASED PAINT (LBP):

For houses built prior to 1978, contractors must comply with the Environmental Protection Agency Renovation, Repair and Painting Rules (40 CFR Part 745) when any work item is marked with (EPA-RRP Rule) in the work specifications. The requirements are spelled out in the General Conditions of the work specifications.

The Program may refer homeowners of houses built prior to 1978 to the NJ Department of Community Affairs (DCA) Lead Assistance Programs found at this link <https://www.nj.gov/dca/dhcr/offices/leadsafe.shtml> for lead-based paint hazards remediation needs.

Though lead remediation is not a DCA or Court requirement for the HIP or for state rehab credit, the municipality has chosen to add a lead safe component into the HIP as an eligible activity for the occupants' health concerns. The following terms apply:

- Program assisted homes constructed prior to 1978 will be tested for lead-based paint via a lead risk assessment.
- The HIP will then follow the lead-based paint (LBP) provisions in accordance with HUD regulations 24 CFR Part 35 Lead-Safe Housing Rule for lead hazard reduction.
- For houses built prior to 1978 and identified with lead-based paint hazards, the available program loan will increase by \$4,500 beyond funding listed in *IV-Program Funding Terms*.

VIII. RENTAL PROCEDURES

Rental units are subject to Uniform Housing Affordability Controls (UHAC) promulgated by the New Jersey Housing and Mortgage Finance Agency at N.J.A.C.5:80-26 et seq, the amended Fair Housing Act at N.J.S.A. 52:27D-301 et seq., the Fair Housing Act Regulations promulgated by the Department of Community Affairs, Division of Local Planning Services ("LPS"). once the rental units are rehabilitated. In addition to the mortgage and mortgage note, the controls on affordability shall be in the form of a deed restriction.

- If a unit is vacant, upon initial rental subsequent to rehabilitation, or if a renter-occupied unit is re-rented prior to the end of controls on affordability, the deed restriction shall require the unit be rented to an income eligible household at an affordable rent and affirmatively marketed pursuant to UHAC.
- If a unit is renter-occupied, upon completion of the rehabilitation, the maximum rate of rent shall be the lesser of the current rent or the maximum permitted rent pursuant to UHAC.
- Rents in rehabilitated units may increase annually based on the standards in UHAC.
- At the time of application, applicant households and/or tenant households shall be subject to income eligibility determinations in accordance with UHAC.

The municipality's Administrative Agent will administer the rental affordability controls during the 10-year affordability period for each rental property assisted. Landlords are responsible to pay income certification fees for re-rentals.

IX. MARKETING STRATEGY

In coordination with the Municipality, the Program Administrator will employ a variety of proven strategies to advertise the program within the Municipality to establish the Program's applicant pool/waiting list. The marketing strategy/plan possibilities include but are not limited to:

- Creation and distribution of Program homeowner outreach posters, flyers and handouts
- Place Program outreach material on the Municipal website and, of available, social media
- Place Program outreach material on CGP&H's HIP website and social media
- Municipal E-newsletter and paper newsletter (if available)
- Appending announcements and/or flyers to other municipal mailings as they become available (tax, etc.) or direct mailing, if approved by the municipality
- Municipal email blasts
- Program marketing will be distributed to local community organizations and major employers including religious organizations, civic groups, senior group, ethnic organizations, etc.
- Free local cable TV advertising (when available)
- Periodic Press releases
- Program group presentations to community organizations or at the Municipal Building to prospective homeowners and even to local contractors
- Paid newspaper advertisements (last resort) when deemed necessary and appropriate

The order of method used will be analyzed to implement the most effective combination of strategies. Extensive marketing efforts are essential for all successful housing rehabilitation programs to meet their productivity objectives.

Available rental units assisted via the HIP will be affirmatively marketed in accordance with the Municipality's Affordable Housing Affirmative Marketing Plan.

X. MAINTENANCE OF RECORDS AND CLIENT FILES

X-A. Programmatic Recording

The Program files will include:

- The policies and procedures manual, which will also be updated when applicable.
- An applicant pool will be maintained by the Program staff to track intake of the people interested in the program and the corresponding outgoing application invites.
- A rehabilitation log will be maintained by the Program staff that depicts the status of all applications in progress.

X-B. Participant Record Keeping

The Program will be responsible for ensuring that individual files for each unit are established, maintained and then submitted to the municipality upon completion. Each completed file will contain a minimum of the following:

- Checklist
- Application form
- Tenant Application form (Rental Units Only) including rental lease
- Proof of ownership
- Income verification (for all households)
- Proof of currency of property tax and water/sewer accounts
- Proof of homeowner extended coverage/hazard insurance (Declaration Page)
- Proof that the municipal lien plus the total of other liens does not exceed the market value of the unit.
- Certification of Eligible Household or Notice of Ineligible Household (whichever is applicable)
- Homeowner/Program Agreement
- Certificate of Substandard
- Work Specifications/Cost Estimate aka Work Write-Up
- Bid Notice
- Contractor bids
- Bid Tabulation
- Construction Agreement
- Mortgage and Mortgage Note, and for rental properties, Deed Restriction
- Notice of Right of Rescission
- Homeowner Confirmation of Receipt of EPA Lead Information Pamphlet
- Contractor Confirmation of Receipt of Lead Paint Notice
- Copies of all required permits
- Change orders, if any
- Work progress and final inspection reports
- Copies of contractor payment documentation
- Photographs (Before and After)
- Close-out documents
- Certification of Approval

X-C. State Reporting

For each unit, the following information must be retained to be reported annually:

- Street Address
- Block/Lot/Unit Number

- Owner/Renter
- Income: Low/Mod
- Final Inspection Date
- Funds expended on Hard Costs
- Funds Recaptured
- Major Systems Repaired
- Unit Below Code & Raised to Code
- Effective date of affordability controls
- Length of Affordability Controls (yrs.)
- Date Affordability Controls removed
- Reason for removal of Affordability Controls

The Program Administrator will provide each completed unit's data for annual monitoring.

X-D. Financial Recordkeeping

Financial recordkeeping is the responsibility of the Municipal Housing Liaison, with assistance from the Administrative Agent, as may be requested from time to time.

XI. HOUSING ADVISORY COMMITTEE AND APPEALS PROCESS

The Program staff is skilled in effectively achieving resolution of homeowner/contractor disputes, in a fair and documented manner.

However, on the rare occasion if a homeowner or contractor decides to dispute a Program staff decision, the Program will refer the matter to the Municipality for further resolution. It is recommended the Municipality forms a Housing Advisory Committee to mediate and resolve the differences. Homeowners or contractors involved in a dispute will be instructed to submit their concerns in writing. The homeowner or contractor may request a hearing conducted by the Housing Advisory Committee. All Housing Advisory Committee decisions are final. The Housing Advisory Committee formation may occur when the first need arises.

XII. CONCLUSION

If the procedures described in this manual are followed, the Municipality's Home Improvement Program should operate smoothly and effectively. Where it is found that a new procedure will eliminate a recurring problem, that procedure may be incorporated into the program operation. In addition, this manual may be periodically revised to reflect changes in local, state and federal policies and regulations relative to the Home Improvement Program.

APPENDIX A - LIST OF PROGRAM FORMS

- Application Transmittal Letter
- Program Information Handout
- Application for Assistance- Homeowner
- Application for Assistance- Landlord (Investor)
- Application for Assistance- Tenant
- Eligibility Release Form
- Checklist
- Special Needs Waiver (Eligibility Requirements)
- Special Needs Waiver (Exceed Program Limit)
- Certification of Eligible Household
- Eligibility Determination Form
- Notification of Eligibility
- Notification of Ineligibility
- Homeowner/Program Agreement
- Certificate of Substandard
- Certificate of Substandard – Emergency Situation
- Letter: forward work write-up and contractor list to homeowner
- Work Write-Up Review form
- Letter: forward Lead Hazard Evaluation Notice to homeowner (if applicable)
- Homeowner Confirmation of Receipt of Lead Hazard Evaluation Notice (if applicable)
-
- Request for Rehabilitation Bid
- Affidavit of Contractor
- Subcontractor Bid Sheet
- Bid Tabulation/Contractor Selection
- Construction Agreement
- Mortgage
- Mortgage Note – single family, multi family, investor versions
- Notice of Right of Rescission
- COAH Deed Restriction (when applicable)
- Homeowner Confirmation of Receipt of EPA Lead Information Pamphlet
- Contractor Confirmation of Receipt of Lead Paint Notice
- Notice to Proceed
- Contractor's Request for Final Inspection
- Change Order Authorization
- Letter: forward Lead Hazard Reduction Notice-Lead Clearance Report to homeowner (if applicable)
- Homeowner Confirmation of Receipt of Lead Hazard Reduction Notice (if applicable)
- Certificate and Release
- Closeout Statement

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>
GenServe, LLC	Buildings & Grounds-O/E	800.00
	Water-O/E	1,145.00
	Sewer-O/E	1,625.00

Scott M. Frueh
Scott M. Frueh
Chief Financial Officer

Dated: 7/6/26



Remit Payment Address
 Genserve LLC
 P.O. Box 23974
 New York, NY 10087-3974

Branch Office
 75 A Twinbridge Drive
 Pennsauken, NJ 08110
 US
 (856) 324-0459

Power Maintenance Agreement

Customer Information
 Roosevelt Borough
 33 N. Rochdale Ave.
 Roosevelt, New Jersey 08555

Prepared By
 Megan Szanajda
 (856) 386-4727
 mszanajda@genserveinc.com

Q-130698
 Quote Expires On: 7/24/2026
 Contract Start:
 Contract End:
 Contract Term (Months): 12

Contact Information
 Ana Debevec
 finance@rooseveltnj.us
 6094480539

Borough Hall

Make	Model	Serial Number	kW	Times per Year	Service Type	Unit Price	Extended Price
Generac		3007150798	30	1.00	A Service (Major)	\$500.00	\$500.00
Generac		3007150798	30	1.00	B Service (Minor)	\$300.00	\$300.00

Lake Drive Lift Station

Make	Model	Serial Number	kW	Times per Year	Service Type	Unit Price	Extended Price
Cummins		B150795300	20	1.00	A Service (Major)	\$500.00	\$500.00
Cummins		B150795300	20	1.00	B Service (Minor)	\$300.00	\$300.00

WTP

Make	Model	Serial Number	kW	Times per Year	Service Type	Unit Price	Extended Price
Kohler		241936	125	1.00	A Service (Major)	\$550.00	\$550.00
Kohler		241936	125	1.00	B Service (Minor)	\$300.00	\$300.00
Kohler		241936	125	1.00	Fuel Sample	\$295.00	\$295.00

WWTP

Make	Model	Serial Number	kW	Times per Year	Service Type	Unit Price	Extended Price
Kohler		291080	80	1.00	A Service (Major)	\$525.00	\$525.00
Kohler		291080	80	1.00	B Service (Minor)	\$300.00	\$300.00

Additional Notes

Payment Terms: NET 30

Subtotal: \$3,570.00

Tax: \$0.00

Annual Agreement Amount: \$3,570.00

Total Agreement Amount \$3,570.00

**Customer
PO#:**

Signature:

Date:

**Sales Rep
Signature:**

Date:

GenServe is to provide the Customer with the periodic maintenance service for the following listed equipment.

GenServe agrees to provide and arrange for said maintenance service.

GenServe Terms and Conditions apply and are available here: genserveinc.com/tce/

Additional Terms for Remote Monitoring, if applicable, are here: genserveinc.com/rm/

Preventative Maintenance Scopes of Work, if applicable, are on pages following.

GENERATOR PREVENTATIVE MAINTENANCE CHECKLIST

ALL ITEMS IN COLUMN "A" ARE PERFORMED WHEN MAJOR SERVICE IS DONE.
ALL ITEMS IN COLUMN "B" ARE PERFORMED WHEN MINOR SERVICE IS DONE.

- | | A | B | |
|-----|-------------------------------------|-------------------------------------|---|
| 1. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | CHANGE LUBRICATING OIL |
| 2. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | CHANGE LUBE OIL FILTERS |
| 3. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | CHANGE FUEL FILTERS |
| 4. | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | INSPECT AIR FILTER |
| 5. | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | CHECK COOLANT LEVEL AND DEGREE OF PROTECTION |
| 6. | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | INSPECT AND ADJUST FAN BELTS |
| 7. | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | CHECK FLEX CONNECTIONS AND MOUNTINGS |
| 8. | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | CHECK OPERATION OF JACKET WATER HEATER |
| 9. | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | CHECK BATTERY LEVEL AND MAINTAIN |
| 10. | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | CHECK OPERATION OF BATTERY CHARGING EQUIPMENT |
| 11. | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | LUBRICATE NECESSARY FITTINGS |
| 12. | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | INSPECT GOVERNOR LINKAGE, OIL LEVEL, AND CONTROL |
| 13. | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | INSPECT ELECTRONIC GOVERNOR CONNECTIONS |
| 14. | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | REPAIR MINOR COOLANT, LUBE, AND FUEL LEAKS |
| 15. | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | INSPECT DAY TANK AND PUMP CONTROL |
| 16. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | INSPECT SPARK PLUGS, MAGNETO, AND COILS, IF APPLICABLE |
| 17. | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | DRAIN CONDENSATE FROM DAY TANK, IF ACCESSIBLE |
| 18. | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | CHECK OPERATION OF REMOTE FANS, PUMPS, AND LOUVERS |
| 19. | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | INSPECT GENERATOR SLIP RINGS AND CLEAN IF NECESSARY |
| 20. | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | OPERATE ELECTRIC SET AND CHECK OR RESET FOR CORRECT VOLTAGE AND FREQUENCY |
| 21. | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | CHECK AUTO START-STOP MODE |
| 22. | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | SIMULATE EACH SAFETY SHUTDOWN, IF ABLE TO |
| 23. | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | TEST FAULT LAMPS |
| 24. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | PERFORM LAB ANALYSIS OF USED OIL AND COOLANT |
| 25. | <input type="checkbox"/> | <input type="checkbox"/> | OPTIONAL SERVICE: PERFORM LAB ANALYSIS OF USED FUEL |
| 26. | <input type="checkbox"/> | <input type="checkbox"/> | OPTIONAL SERVICE: CHANGE AIR FILTER |