### DRAFT

## BOROUGH OF ROOSEVELT COUNCIL MEETING AGENDA FEBRUARY 15, 2018 @ 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 February 8, 2018 which was posted on the Bulletin Board at the Roosevelt Post Office, on the Bulletin Board in the Roosevelt Post Office and in the Borough Hall. The notice was mailed to <u>The Times</u> and Asbury Park Press.

**ROLL CALL:** 

Councilmember Robin Middleman Filepp

Councilmember Michael Hamilton Councilmember Cody Parker Councilmember Maureen Parrott Councilmember Deirdre Sheean Councilmember Joseph Trammell

Mayor Peggy Malkin

### **MAYOR'S REPORT**

### PUBLIC COMMENT (Agenda items only)

### APPROVAL OF MINUTES

- 1. August 22, 2016 Regular Meeting Minutes
- 2. January 22, 2018 Regular Council Meeting Minutes

### **CORRESPONDENCE**

### **RESOLUTIONS:**

Resolution 18-36	Payment of Bills for February 12, 2018
Resolution 18-37	Designating First Constitution Bank, Hightstown Branch as Depository for the Borough of Roosevelt
Resolution 18-38	Designating Signers of Checks for the Borough of Roosevelt Signers
Resolution 18-39	Amend Resolution 18-07 Consent to Appointments for 2018 - Borough Officials for School Crossing Guards
Resolution 18-40	Ratifying and Awarding Contract for the Emergency Repair of a Final Sludge Tank Pump in the Wastewater Treatment Plant of the Borough of Roosevelt
Resolution 18-41	Authorizing the County of Monmouth Mosquito Control Division to Conduct Aerial Mosquito Control Operations within Roosevelt Borough

Resolution 18-42	Authorizing a Shared Services Agreement with the Millstone Township Board of Education for Supplies for the Year 2018
Resolution 18-43	Authorizing a Shared Services Agreement with the Millstone Township Board of Education for Electric, HVAC and Mechanic Services
Resolution 18-44	Designating a Municipal Court Judge for the Borough of Roosevelt
	2 organism a reasonal count stage for the Borough of Roosever
Resolution 18-45	Setting Fees for a Recreational Summer Camp

### REPORTS OF COMMITTEE CHAIRS

Administration Councilmember Hamilton
Community Dev/Code Councilmember Filepp
Envi. Health & Safety Councilmember Sheean
Finance Councilmember

Public Works Councilmember Parker Utilities Councilmember Trammell

### REPORTS OF BOROUGH OFFICIALS (If requested by Mayor or Committee Chair)

### **OLD BUSINESS**

### **NEW BUSINESS**

- 1. Use of Borough Hall Carol Watchler, March 4, 2018 from 9:30 am 2:00 pm
- 2. Use of Borough Hall Karen Ward, March 25, 2018 from 11:00 am 5:00 pm
- 3. Use of Borough Hall Blood Drive, March 27, 2018 11:30 am 9:00 pm (New Jersey Blood Services)

### PUBLIC COMMENT (Any item)

### **CLOSED SESSION:**

Resolution 18-46	Providing for a Private Executive Meeting that Excludes the Public
ADJOURNMENT	

TIME OUT: \_\_\_\_\_

### RESOLUTION NO. 18-36 MEETING DATE: 02-15-18

### PAYMENT OF BILLS FOR FEBRUARY 15, 2018

C/ offered the following resolution and moved its adoption, which was second by C/
WHEREAS, the attached list of bills have been submitted to the Council for payment approval; and
<b>WHEREAS</b> , 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 February 15, 2018.
Kathleen Hart
Borough Clerk

Page No: 1

## 2-15-18 BILL LIST

P.O. Type: All Range: First Format: Condensed

to Last

Open: N Rcvd: Y

Paid: N Void: N Held: Y Aprv: N

Bid: Y State: Y Other: Y

Exempt: Y

Vendor # Name					12 7007 1990		
PO # PO Date Description	Status	Amount	Void Amount	Contract	РО Туре	m in think a state and	
ABDELOO5 ABDELRAHMAN, ALY							
18-00086 02/02/18 REIMB:TRAVEL EXPENSE 2017	Open	316.94	0.00	ż		¥	
ACCUROOS ACCURATE WASTE REMOVAL							
17-00173 03/01/17 2017 SLUDGE REMOVAL	Open	1,083.50	0.00		В		ewind my friend in
BOROUOOS BOROUGH OF HIGHTSTOWN	5-6-Featige 718.5					1 3 45 5 <b>2</b> 7 1 5 1 7 1 4	
18-00078 01/31/18 POTHOLE REPAIRS-JAN 2018	Open	1,719.70	0.00				
18-00081 01/31/18 LANDFILL TIPPING FEES:DEC 2017		1,814.16	0.00				
		3,533.86	0.00				
COMPLIANT COMPLETE SECURITY SYSTEMS. THE							Torrest Services
COMPLO05 COMPLETE SECURITY SYSTEMS, INC 17-00857 11/20/17 KEYLESS ENTRY SYSTEM	Onon	7 363 00	0.00				
17-00037 11/20/17 KEILESS ENIKT STSTEM	0pen	7,263.00	0.00				
DELAGOO5 DE LAGE LANDEN FINANCIAL							
18-00058 01/24/18 #02 FEB'18 1/15-2/14 COPIER	0pen	169.80	0.00				۶
DOMSGOO5 DOM'S GETTY, INC.							
18-00015 01/12/18 REPAIRS/MAINT:FORD EXPEDITION	Open	977.10	0.00				5.180001.58 S.
EARLEOO5 EARLE ASPHAL COMPANY							
18-00063 01/26/18 EMERG:WATER MAIN BREAK PINE DR	Onen	9,948.99	0.00	A			
10 0000 01/ EO/ 10 EMENG MATER PLATE BREAK PINE DR	open	3,340.33	0.00				
FRANCOOS FRANCOTYP-POSTALIA, INC.							
18-00057 01/24/18 1/Q/18 METER/SCALE RENTAL	Open	117.00	0.00				
HAGUEOO5 HAGUE HEATING & COOLING						Kunamer surra	
17-00876 11/29/17 SERVICE CALL-NO HEAT	Open	212.00	0.00		10 E 10 V 12 1 T 12 12 12 12 12 12 12 12 12 12 12 12 12	H34 (	
JCPL0005 JCP & L			amagasan sa mata a sa da a sa 1760			CONTRACTOR OF THE REAL PROPERTY.	
18-00060 01/25/18 DEC 2017 ELECTRIC SERVICE	Open	1,430.53	0.00				
18-00101 02/07/18 W/S-JAN 2018 ELECTRIC SERVICE	Open	3,645.02	0.00				
TO COLOR OF THE WAY STATE LOSS ELECTRIC SERVICE	орен	5,075.55	0.00				
NATHDOOL NATH DOOL & CULUTCH, CO. THE	September of the control	to an income the court of the court of					
MAINPOOS MAIN POOL & CHEMICAL CO., INC. 18-00059 01/25/18 SEWER-2018 CHEMICAL CONTRACT	Onon	2 510 20	0.00				
10-00035 01/23/10 SEWER-2010 CHEMICAL CONTRACT	Open	3,510.30	0.00	*	В		
MOBILOO5 MOBILE MINI, INC.							
18-00067 01/29/18 TRAILER-FINAL BILL	Open	385.00	0.00				
MONMOO70 MONMOUTH COUNTY PUBLIC WORKS &							Tarana ana an
18-00049 01/24/18 BRINING/SALTING/PLOW: 1/4,1/8	Open	2,172.47	0.00				
18-00075 01/29/18 BRINING/SALTING:1/17/18	Open	1,154.72	0.00				
		3,327.19	0.00				
NEWJEOO5 NEW JERSEY PLANNING OFFICIALS							
18-00008 01/11/18 P/L BOARD-2018 MEMBER DUES	Open	325.00	0.00				
	17		1,454,47				

Vendor # Name PO # PO Date Description	Status	Amount	Void Amount	Contract PO Type
NJADVOO5 NJ ADVANCE MEDIA				CHARLES FOR THE ALL AND THE STORY
18-00098 02/06/18 LEGAL NOTICES-(4) 1/16/18	Open	81.78	0.00	
NJDEPOOS NJ DEPARTMENT OF HEALTH				
18-00084 02/02/18 DOG REPORT: JAN 2018	Open	58.20	0.00	
ORKINOO5 ORKIN PEST CONTROL SERVICE				
18-00048 01/24/18 JAN 2018 PEST CONTROL	Open	36.63	0.00	
PASSA005 PASSAIC VALLEY SEWERAGE				
18-00069 01/29/18 SLUDGE DISPOSAL 12/16-1/15/18	Open	329.00	0.00	
PETTY005 PETTY CASH				
18-00076 01/30/18 REIMBURSE PETTY CASH	Open	35.00	0.00	
18-00107 02/09/18 REIMBURSE PETTY CASH	Open _	10.65 45.65	0.00	
PUMPIOO5 PUMPING SERVICES, INC.				
17-00178 03/02/17 REPAIR/REPLACE CHECK VALVE	Open	3,050.00	0.00	
17-00871 11/22/17 HOOKUP PH MONITOR TO ALARM	Open	3,895.00	0.00	
, , , , , , , , , , , , , , , , , , , ,		6,945.00	0.00	
RIOSUOO5 RIO SUPPLY, INC.				
18-00026 01/12/18 WATER-2018 ANNUAL SUPPORT FEE	Open	4,500.00	0.00	
ROBEROOS ROBERTS ENGINEERING GROUP, LLC				
18-00050 01/24/18 MISC SEWER 11/27-12/29/17	Open	2,340.00	0.00	
18-00051 01/24/18 TAX MAP MAINT 11/30/17	Open	45.00	0.00	
18-00052 01/24/18 GREEN ACRES-REVIEW COMMENTS	Open	165.00	0.00	
18-00092 02/06/18 TAX MAP MAINT 1/2-1/23/18	Open	927.50	0.00	
18-00093 02/06/18 WATER MAIN BREAK 1/5/18	Open	872.75	0.00	
18-00094 02/06/18 GRINDER 1/2-1/22/18	Open _	937.00	0.00	
		5,287.25		
ROOSEOO5 ROOSEVELT BOARD OF EDUCATION				
18-00066 01/26/18 FEB 2018 SCHOOL TAXES	Open	132,199.00	0.00	<ol> <li>In a consequence was provided an expectation of the consequence of the consequence of the constitution of the consequence of the cons</li></ol>
SAUSEOOS SAUSE, RICHARD				
18-00043 01/23/18 REPLACE DISCONNECT SWITCH	Open	102.00	0.00	
18-00047 01/24/18 INSTALL CHLORINE PUMP	Open	373.00	0.00	
18-00053 01/24/18 EMERG:SLUDGE PUMP FROZEN	Open	300.00	0.00	
18-00068 01/29/18 CALIBRATION/STARTUP:MONITOR	Open	325.00 1,100.00	0.00	
SENIO005 SENIOR CITIZENS OF ROOSEVELT			ner ingen oggner digese	
18-00105 02/07/18 FEB 2018 REIMBURSEMENT	Open	88.00	0.00	
***************************************	a		0.00	
STAPLOOS STAPLES BUSINESS ADVANTAGE	1.0			
18-00001 01/11/18 OFFICE SUPPLIES	Open	80.43	0.00	
SUTPHO05 SUTPHEN MEMORIAL, INC.				
18-00064 01/26/18 2018 CEMETERY MANAGEMENT	Open .	925.00	0.00	В

Vendor # Name PO # PO Date Description	Status	Amount	Void Amount	Contract PO Type
TAXCOOO5 TAX COLLECTORS & TREASURERS		R. M. C.	Tara (	
18-00041 01/23/18 TAX COLLECTOR-2018 DUES	Open	100.00	0.00	
THEHOO10 THE HOME DEPOT				
18-00062 01/26/18 DOOR LOCK FOR BORO HALL	Open	24.97	0.00	40 M. 18 M.
18-00085 02/02/18 MISC SUPPLIES FOR SEWER PLANT	Open	156.36	0.00	r
	_	181.33		
TOWNSOOS TOWNSHIP OF MILLSTONE				
18-00056 01/24/18 SNOW PLOWING 12/9-12/30/17	Open	373.29	0.00	
18-00097 02/06/18 SNOW PLOWING 1/3-1/17/18	Open	434.43	0.00	
		807.72		
TREASO15 TREASURER, STATE OF NJ				
18-00055 01/24/18 4/Q/2017 MARRIAGE/CIVIL UNION	Open	50.00	0.00	en de remande de la compaña de la compaña La compaña de la compaña d
TREASO10 TREASURER, STATE OF NJ				
18-00065 01/26/18 WATER ALLOCATION PERMIT	Open	3,880.00	0.00	
VERIZOO5 VERIZON				
18-00045 01/24/18 609-443-1440 DEC 2017	Open	56.16	0.00	
18-00046 01/24/18 609-443-5749 DEC 2017	Open	94.03	0.00	
18-00099 02/06/18 FIOS/PHONE-W/P-1/28/18 BILL	Open	165.18	0.00	
		315.37		
/ITALOOS VITAL COMMUNICATIONS, INC.				
18-00090 02/06/18 TAX COLL-FEB 2018 DATA SERV	Open	102.00	0.00	
18-00091 02/06/18 W/S-FEB 2018 DATA SERVICES	Open	25.50	0.00	
		127.50		
VATCHOOS WATCHUNG SPRING WATER CO., INC				
18-00042 01/23/18 WATER+COOLER RENTAL:1/11/18	Open	22.77	0.00	
VEBHAOO5 WEB HAULING & DISTRIBUTION, INC				
18-00016 01/12/18 PUMP BORO HALL PUMP PIT 1/3/18	Open	203.70	0.00	
18-00044 01/23/18 PUMP SOLIDS FROM AUGER CHANNEL	Open	370.00	0.00	
18-00070 01/29/18 PUMP LAKE DR PUMP PIT 1/25/18	Open	203.70	0.00	
		777.40		

### MANUAL CHECKS

CK# 9263	MONMOUTH COUNTY-COUNTY TAXES 1/Q/18	55,179.37
CK# 9264	MONMOUTH COUNTY-LIBRARY TAXES 1/Q/18	3,866.10
CK# 9265	MONMOUTH COUNTY-HEALTH TAXES 1/Q/18	1,113.19
CK# 9266	MONMOUTH COUNTY-OPEN SPACE TAXES 1/Q/18	3,241.34

**TOTAL-MANUAL CHECKS** 

63,400.00

GRAND TOTAL OF 2/15/18 BILL LIST

257,583.26

Totals by Year-Fund Fund Description Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
		900				Service Control (1997)
7-01	6,977.55	0.00	6,977.55	0.00	0.00	6,977.55
7-09	7,481.63	0.00	7,481.63	0.00	0.00	7,481.63
Year Total:	14,459.18	0.00	14,459.18	0.00	0.00	14,459.18
8-01	138,989.38	0.00	138,989.38	0.00	0.00	138,989.38
8-09	29,518.50	0.00	29,518.50		0.00	29,518.50
Year Total:	168,507.88	0.00	168,507.88	0.00	0.00	168,507.88
C-04	7,263.00	0.00	7,263.00	0.00	0.00	7,263.00
C-08	3,895.00	0.00	3,895.00	0.00	0.00	3,895.00
Year Total:	11,158.00	0.00	11,158.00	0.00	0.00	11,158.00
ANIMAL CONTROL T-13	58.20	0.00	58.20	0.00	0.00	58.20
Total Of All Funds:	194,183.26	0.00	194,183.26	0.00	0.00	194,183.26

### RESOLUTION NO. 18-37 MEETING DATE: 02-15-18

### DESIGNATING FIRST CONSTITUTION BANK, HIGHTSTOWN BRANCH AS DEPOSITORY FOR THE BOROUGH OF ROOSEVELT

INGITISTO WIT BRAITCH AS DEFOSITORT FOR THE BOROUGH OF ROOSEVELT
C/ offered the following resolution and moved its adoption, which was second by C/
<b>BE IT RESOLVED</b> , by the Mayor and Council of the Borough of Roosevelt that First Constitution Bank, Hightstown Branch, is hereby designated as a depository of this Borough during the year 2018; and
<b>BE IT FURTHER RESOLVED</b> that the following accounts are to be maintained at First Constitution Bank:
<ol> <li>Current Fund</li> <li>Trust Fund</li> <li>General Capital Fund</li> <li>Water/Sewer Operating Fund</li> <li>Water/Sewer Capital Fund</li> <li>Animal Control Fund</li> <li>Disbursement Account</li> <li>Payroll Account</li> </ol> BE IT FURTHER RESOLVED, that the First Constitution Bank, Hightstown Branch is authorized to make payments from the funds of this Borough upon acceptance of written
locuments signed by three (3) of its following officers: Mayor, Council President, Council Finance Committee Members, Chief Financial Officer, Treasurer, Borough Clerk or Deputy Borough Clerk.
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 February 15, 2018.
Kathleen Hart Borough Clerk

### RESOLUTION NO. 18-38 MEETING DATE: 02-15-18

### DESIGNATING SIGNERS OF CHECKS FOR THE BOROUGH OF ROOSEVELT

C/ offered the follows second by C/	ing resolution and moved its adoption, which was
Bank as the depository for Borough and a upon acceptance of written documents sign	opted on February 15, 2018 designated First Constitution also authorized payments from the funds of the Borough ned by three (3) of its following officers: Mayor, Council Members, Borough Clerk, Deputy Borough Clerk,
WHEREAS, the bank has requ accounts of the Borough to assure prompt	ested a resolution naming the officers/signers to the payment of the Borough's bills; and
THEREFORE, BE IT RESOLV officers and governing body members of t Borough to assure prompt payment of the	<b>ED</b> by the Roosevelt Borough Council that the following he Borough are authorized signers to the accounts of the Borough's bills:
Michael Ha George Lan Ana Debeve Kathleen Ha	ell, Council President/Finance Committee milton, Finance Committee
ROLL CALL:	
AYES: NAYS: ABSTAIN: ABSENT:	
	RTIFICATION going to be a true copy of a resolution adopted by the ebruary 15, 2018.
	Kathleen Hart Borough Clerk

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

### RESOLUTION NO. 18-39 MEETING DATE: 02-12-18

# RESOLUTION TO AMEND RESOLUTION 18-07 CONSENT TO APPOINTMENTS FOR 2018 - BOROUGH OFFICIALS FOR SCHOOL CROSSING GUARDS

C/ offered the second by C/	following resolution and	moved its adoption, which was
<b>WHEREAS,</b> Resolution 1 Guards to be appointed for 2018.	8-07 incorrectly listed th	e names of the School Crossing
<b>BE IT RESOLVED</b> that the and confirmed by the Council of the	ne following appointment ne Borough of Roosevelt:	s are hereby made by the Mayor
	01.10.1.0	
Eron Horrowy	School Crossing Gua	
Fran Hezronyi	1 yr.	December 31, 2018
Christie Hague	1 yr.	December 31, 2018
Kathleen Murphy	1 yr.	December 31, 2018
ROLL CALL:		
AYES: NAYS: ABSTAIN: ABSENT:		
	CERTIFICATION	
I HEREBY CERTIFY the the Borough Council at a meeting	e foregoing to be a true gheld on February 15, 20	copy of a resolution adopted by 018.
	Kathleen	Hart
	Borough	

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

### RESOLUTION NO. 18-40 MEETING DATE: 02-15-18

## RESOLUTION RATIFYING AND AWARDING CONTRACT FOR THE EMERGENCY REPAIR OF A FINAL SLUDGE TANK PUMP IN THE WASTEWATER TREATMENT PLANT OF THE BOROUGH OF ROOSEVELT

	C/	offered the following resolution and moved its adoption, which was second by
	C/	_ offered the following resolution and moved its adoption, which was second by
C/	·	

WHEREAS, the Borough of Roosevelt, County of Monmouth, State of New Jersey (the "Borough") owns and operates a sewage treatment plant as defined in N.J.S.A. 40A:11-15; and

WHEREAS, on or about January 22, 2018, the Borough Engineer determined that the final sludge tank pump in the Borough's wastewater treatment plant was not working properly and required immediate repair; and

WHEREAS, the Borough Engineer advised that failing to immediately repair the final sludge tank pump in the Borough's wastewater treatment plant would create an emergency affecting the public health, safety and welfare of the Borough's residents; and

WHEREAS, in accordance with N.J.S.A. 40A:11-6, the Borough's Mayor advised the Borough's Purchasing Agent in writing of the nature and necessity of an emergency contract to repair the final sludge tank pump in the Borough's wastewater treatment plant, which written notification is attached hereto as Exhibit A; and

WHEREAS, the Borough Engineer was able to obtain a quote from Pumping Services, Inc. in the amount of \$7,215.00 to immediately repair the final sludge tank pump for the Borough's wastewater treatment plant, which quote is attached hereto as Exhibit B; and

WHEREAS, pursuant to N.J.S.A. 40A:11-6, the Borough is authorized to award contract for goods and services without public advertising for bids and bidding therefor, regardless of whether or not the contract price will exceed the bid threshold, when an emergency affecting the public health, safety or welfare requires the immediate delivery of goods or the performance of services; and

WHEREAS, pursuant to N.J.S.A. 40A:11-3, the bid threshold is currently \$17,500; and

WHEREAS, pursuant to N.J.S.A. 40A:11-6.1, the Borough was authorized to award a contract in the amount of \$7,215.00 to Pumping Services, Inc. for the immediate repair of the final sludge tank pump in the Borough's wastewater treatment plant insofar as it was impracticable to obtain any other competitive quotations, notwithstanding that said contract is more than 15% of, but less than the \$17,500 bid threshold; and

WHEREAS, notwithstanding any of the foregoing, the Borough is authorized, pursuant to N.J.S.A. 40A:11-5(1)(gg), to award the aforementioned contract to Pumping Services, Inc. without public advertising for bids and bidding therefor, regardless of whether or not the contract price will exceed the bid threshold, because said contract relates to the designing, financing, construction, operation, maintenance, or any combination thereof, or any component or parts of a wastewater treatment system, as defined in N.J.S.A. 40A:11-15;

**NOW, THEREFORE, BE IT RESOLVED** by the Governing Body of the Borough of Roosevelt, County of Monmouth, State of New Jersey that the Borough Purchasing Agent's emergency award of a contract in the amount of \$7,215.00 to Pumping Services, Inc. for the immediate repair of the final sludge tank pump in the Borough's wastewater treatment plant is hereby ratified and approved.

**AND, BE IT FURTHER RESOLVED** that the Governing Body of the Borough of Roosevelt, County of Monmouth, State of New Jersey hereby authorizes the Borough CFO and/or Borough Purchasing Agent to remit payment, in accordance with the Borough's policies and procedures, to Pumping Services, Inc. in accordance with N.J.S.A. 40A:11-6;

**AND, BE IT FURTHER RESOLVED** that a certified copy of this resolution shall be provided by the Borough Clerk to each of the following:

- 1. Borough CFO
- 2. Borough Purchasing Agent
- 3. Borough Engineer
- 4. Borough Sewer Plant Operator
- 5. Pumping Services, Inc.

D	<b>^</b>	T	T	A	T	T	
$\boldsymbol{n}$	v	L	${f L}$	4	L	L	

**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 February 15, 2018.

Kathleen Hart	
Borough Clerk	

# EXHIBIT A

### NOTICE OF EMERGENCY CONTRACT DECLARATION PURSUANT TO N.J.S. 40A:11-6

Date: January 23, 2018

From: Mayor Peggy Malkin

Purchasing Agent, Borough of Roosevelt

To:

The undersigned, being the <u>Mayor</u> of the Borough of Roosevelt, County of Monmouth, State of New Jersey, does hereby give notice that he or she is declaring an emergency affecting the public ealth, safety or welfare pursuant to N.J.S. 40A:11-6. This notice is given in connection with the negotiation or awarding of a contract without public advertising for bids and bidding there otwithstanding that the contract price may or will exceed the bid threshold.	ic ith
You are hereby authorized to take such action as shall be required to provide for the payment ne contract or invoice price to be delivered upon completion of the work to resolve.	of
Nature of Emergency: <u>to repair the final sludge tank pump in the Borough's wastewa</u> treatment plant	<u>iter</u>
Time of Occurrence: on or about January 22, 2018	
Need for Invoking Emergency: <u>Affecting the public health, safety and welfare of the Borough's residents</u>	
PRCY Mallin Mayor Signature Title	
Received and Acknowledged:	
Ana Debevec Borough Purchasing Agent	
C: George Lang, CFO	

# EXHIBIT B



### Pumping Services, Inc.

201 Lincoln Boulevard PO Box 117 Middlesex, NJ 08846-0117 Phone: (732) 469-4540 Fax: (732) 469-5912

Electrical License #: EB 10794 www.pumpingservices.com

### Service Quotation

Quote #	SQ27242
Quote Date	01/11/18
Date Printed	01/12/18
Page	1 of 2

BILL TO
001944
Borough of Roosevelt
P.O. Box 128
Roosevelt, NJ 08555

Borough of Roosevelt Water Plant Oscar Drive Roosevelt, NJ 08555

CONTACT P. Toby Moore Operations Managet	AYMENT TERMS et 30 Days Pending Approval	JOB #	INSTRUCTIONS		
F 1876 189	REIGHT TERMS REIGHT INCLUDED	SHIP VIA OUR TRUCK - PICK-UP REQUIRED	1 .		

PRODUCT/DESCRIPTION QUANTITY PRICE D/M EXTENSION

Model: 3DDSX22CNU

3" BARESHAFT DOUBLE DISC PUMP PENN VALLEY

Serial#: 060653

-----> Description Of Service Job A <-----

**ESTIMATE** 

----> Solution Of Service Job A <-----

This quote is for the shop repair of your equipment. Please read this proposal carefully.

We bill for any field service work as it is completed and therefore any charges for removal, installation, emergency, rush or any other chargeable service not specifically covered in this proposal is not included and is invoiced separately. If you are concerned that you may be missing charges for any service performed by us please contact our office at 732-469-4540.

Pumping Services provides free pick-up and delivery and estimates on all customer repairs if the repair is approved or a new unit is purchased. FREE PICK-UP AND DELIVERY IS LIMITED TO TRANSPORTATION OF YOUR EQUIPMENT TO AND FROM OUR SHOP DURING NORMAL WORKING HOURS VIA ONE OF OUR DELIVERY VEHICLES. IT DOES NOT INCLUDE ANY CHARGES FOR REMOVAL, INSTALLATION, EMERGENCY, RUSH OR ANY OTHER CHARGEABLE SERVICE PERFORMED BY OUR SERVICE DEPARTMENT.

----> Description Of Service Job B <-----

The pump froze and cracked both the discharge and the suction housings. The flap valve and diaphragms are worn. The shaft rods and bearings are good.

----> Solution Of Service Job B <-----

Recondition pump following Pumping Services' procedures. The unit is cleaned, disassembled and estimated. Reassemble pump using parts listed. Prepare surface of pump and paint.

Pumping Services warranties this repair against defects in materials and workmanship for (3) months. Our warranty covers parts and shop labor.

Service Amount

5.965.00

PVD741C SUCTION HOUSING PVD739C-3

DISCHARGE HOUSING

1



### Pumping Services, Inc. 201 Lincoln Boulevard Phone: (732) 469-4540

PO Box 117 Middlesex, NJ 08846-0117

Fax: (732) 469-5912

Electrical License #: EB 10794 www.pumplngservices.com

### **Service Quotation**

SQ27242					
01/11/18					
01/12/18					
2 of 2					
	01/11/18 01/12/18				

	24							
PRODUCT/DESCRIPTION	QUANTITY	PRICE U/M	EXTENSION					
PVB113N	. 2	8						
TRUNNION, NEOPRENE	_		* * **					
PVD755N	2							
INTEGRAL DISC		,						
PVB119	· 1		*					
GASKET SUCTION		,	*.					
PVB756	1 .	× *	s 8 &					
GASKET DISCHARGE								
PVC681N	1							
CLACK VALVE								
> Description Of Service Job C < Install Equipment> Solution Of Service Job C <								
We will provide the labor, material, and lifting otherwise noted in this proposal.	means to install all of the abov	e listed equipment unless	3					
We will verify that the operation of the system is correct, voltage and amperage of the related equipment is within name plate rating. Run the station through automatic mode to ensure it is operating properly.								
The cost of materials required during installation not listed, if applicable, is invoiced as an addition to the quoted labor charge if not listed.								

Service Amount

1,250.00

Prices are valid for 30 days beyond the original quote date. Pumping Services, Inc. cannot store equipment more than one month after transmittal of our first quote. If this quote involves equipment in our shop for repair, we will contact you twice via phone and/or fax and finally once by certified letter requesting a response. Two weeks after receipt of our final letter or its undeliverable return, Pumping Services, Inc. w dispose of the equipment at its discretion.

SUB-TOTAL	HANDLING	MISC CHARGE	TAX	FREIGHT	QUOTE TOTAL
7,215.00	0.00	0.00	0.00	0.00	7,215.00

Acceptar	ice o	f Pro	posali	:
----------	-------	-------	--------	---

The	pre	cedir	ng	prices,	spe	cificat	ions	and	00	ndit	ions	inclu	ding	
				everse										
satis	fact	ory a	nd	hereby	acce	epted.	YOU	are a	auth	ori	zed t	o prod	ceed.	

Signature Accepted By	Purchase Order Number	
	Date: / /	
Print Name	Duto: / /	

All orders shall be made out to Pumping Services, Inc. ("PSI") and shall be subject to acceptance by PSI.

- 1. All transactions between Buyer and Seller shall be governed solely by the terms and conditions set forth 1. All transactions between Buyer and Seller shall be governed solely by the terms and conditions set forth
  RENTAL CONTRACT (PSI IS HEREAFTER REFERRED TO AS "LESSOR" AND BUYER AS "LESSEE
  herein, which supersede any conflicting terms and conditions of Buyer's purchase order to the contract or the equipment or permit the equipment to be
  be contained in a typed statement received from the Buyer. Seller shall not be deemed to have waived any
  removed to a location other than the address shown on the contract or credit application, or permit any
  of its learns and conditions or to have assented to any modification or alteration of such terms and conditions
  others to use the equipment without LESSOR'S prior written consent. unless such waiver or assent is in writing and signed by an authorized officer of Salar Nin and Salar officer of salar officer of and negoliations with respect thereto, and Seller is obligated to furnish only the quantities and Items specifically listed on its proposal. Seller assumes no responsibility for furnishing other equipment or material shown on any plans and/or in specifications for a project.
- 2. Seller shall not be responsible for any delays in shipping.
- Any claim that equipment, materials or services are unacceptable or nonconforming shall be made in writing to the Seller, within ten (10) days of the delivery of the goods or the rendering of the services, and if not so made same shall be deemed valved, and such waiver shall be deemed to bind Buyer to pay Seller the full price for such equipment, materials or services. Any statement of account sent by Seller to Buyer shall be considered correct, accepted and binding upon Buyer, except for specific objections which the Buyer makes in writing to Seller within filteen (15) days of the date of the statement. Failure to make such timely objection in writing shall be deemed an admission by Buyer that the amount set forth on the statement is due and owing to Seller and that, as of the date of the statement, there are no set-offs, credits or counterclaims which would affect the amount of such debt.
- 4. Any errors in pricing or calculation are subject to correction.
- 5. Unless otherwise noted, prices are F.O.B. shipping point. A claim for loss or damage in transit must be enlered with the carrier and prosecuted by Buyer.
- 6. In order to secure the obligations of Buyer to Seller, Buyer hereby grants to Seller, pursuant to Article 9 of 20. LESSEE agrees at the termination of the contract to return, at LESSEE's expense, the equipment to the Uniform Commercial Code, a lien upon all equipment and materials sold by Seller to Buyer. In the event Buyer shall default in any obligation owed to Seller, Seller shall have all rights of a secured party upon default as provided for In Article 9 of the Uniform Commercial Code. Buyer agrees to execute any documents deemed necessary to Seller to perfect the security interest granted herein.
- 7. The amount of any applicable present or future tax or other government charge upon the production, sale, shipment or use of equipment or materials ordered or sold, serviced or rented will be added for billing unless Buyer provides Seller with an appropriate exemption certificate.
- 8. Orders may be canceled only with the written consent of Seller and upon payment of a cancellation charge as determined by Seller. Equipment and materials may be returned only when specifically authorized and Buyer shall be charged for placing returned goods in salable condition, any sales expenses then incurred by Seller, plus a restocking charge to be determined by Seller, and any outgoing and incoming transportation costs which Seller pays.
- SELLER DOES NOT MAKE ANY WARRANTY AS TO MERCHANTABILITY OR AS TO FITNESS OF THE EQUIPMENT OR MATERIALS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, except that title to any goods sold by Seller is not the subject of any lien, claim or encumbrance
- 10. All sales shall be governed by the laws of the State of New Jersey and shall be deemed to have occurred in the State of New Jersey. The Courts of the State of New Jersey shall have exclusive jurisdiction over any cause of action arising from or connected with the sale of equipment or materials or the rendering of services by Seller to Buyer hereunder.
- 11. Buyer hereby agrees to pay all invoices when due. Any invoice not so paid will accrue interest at the rate of one and one-half percent (1.5%) per month calculated from the date of each invoice. If Buyer fails to pay to Seller any amount when due, then all outstanding amounts shall, without demand, become immediately due and payable by Buyer to Seller. If, after default, the matter is referred by Seller to an attorney for collection, then, without demand, there shall be added to the amount due, attorneys' fees equal to twenty percent (20%) of the balance due, plus all costs of suit, including deposition costs, repossession/retaking fees, transcript costs, the cost of experts' reports, and expert witness fees
- 12. Seller may, in its sole discretion, decline to deliver or provide equipment, materials or services except 12. Seller may, in its soe discretion, decline to deriver or provide equipment, materials or services except for cash, or stop equipment or materials in transit, whenever Seller has any reasonable doubt as to Buyer's ability to pay for such equipment, materials or services. Pro-rata payments shall become due with partial shipments. Where Buyer is responsible for any delay in shipment, the date of the completion of the equipment or materials shall be the date of shipment for purposes of payment. Completed equipment and materials shall be held at Buyer's cost and risk, and Buyer shall be responsible for all storage and
- 13. Seller shall not be liable to Buyer or to any other person for any loss, damage or expense of any kind or for direct or consequential damages relative to, arising from or caused directly or indirectly by any equipment, materials or services or any supplies or accessories or the use thereof, or any deficiency, defect or inadequacy thereof, or any delay in delivery or installation thereof, it being agreed that the extent of Seller's liability, express or implied, shall be limited to adjustment, repair or parts replacement as
- Equipment or parts manufactured by others but furnished, assembled, packaged or installed by Seller shall be repaired or replaced only to the extent of the original manufacturer's warranty. Seller's warranty on stell be repaired or replaced only to the extent or the original manufacturer's warranty. Seller's warranty on repairs/service is 90 days from the date of service. Seller, upon receipt of a customer request for service or repairs under its warranty, shall, during normal working hours, make the necessary adjustment, repairs and parts replacements without charge to Buyer. Any service, repairs or parts or replacement of any equipment necessitated by loss or damage resulting from causes other than normal wear and tear to the equipment are not covered by this warranty, and shall be invoiced to Buyer at Seller's then prevailing rates. No warranty shall apply to equipment which has been altered or repaired by anyone except Seller's authorized employees, and Seller shall not be liable in any event for alterations or repairs made by others, except those made with its written consent. Explicitly excluded from this warranty are pump wear parts and hoses installed in bypass pumping.
- 15. All services performed by Seller shall be charged on a time and materials basis unless a different charge is agreed to in writing in advance of such service. All field service involving sewage pumps and/or confined spaces require two (2) servicemen. Charges for services performed shall commence when Seller begins preparations at its shop and end upon the last serviceman's return. Travel time is billed at the same rate. Boom equipped service trucks, confined space entry, work at landfills of hazardous waste sites, mechanics and helpers, and all rental equipment and material utilized will be billed at Seller's then prevailing rates. All unscheduled service requested by Buyer without at least one business day's notice shall be charged at one and one half (11/2) times the Seller's then prevailing rates. There shall be a minimum charge for emergency service, which charge is subject to change without notice. Charges for

Terms and Conditions - Rev. 2004.03.09 acceptance by PSI. IN ADDITION TO THOSE TERMS AND CONDITIONS LISTED ABOVE, THE FOLLOWING ADDITIONAL All orders shall be made out to Pulliphing services, Inc. (PSF) and shall be subject to acceptance by PSI.
Herealter, PSI is sometimes referred to Interchangeably as the Seller and We. The purchaser of goods and services from PSI shall be referred to as the Buyer and You.

If ADDITION SHALL APPLY TO RENTAL TRANSACTIONS AND A RENTAL AGREEMENT IS UNDERSTOOD TO EXIST UNDER THE TERMS AND CONDITIONS LISTED BELOW IF EQUIPMENT IS RENTED BY BUYER REGARDLESS OF WHETHER BUYER SIGNS A SPECIFIC RENTAL CONTRACT (PSI IS HEREAFTER REFERRED TO AS "LESSOR" AND BUYER AS "LESSEE"):

- 17. LESSEE agrees to properly care for the equipment and to use it within its rated capacity, to restrict its use to LESSEE's qualified personnel who have been previously instructed in proper equipment operation, to prohibit anyone other than LESSOR's authorized personnel to repair or adjust the equipment, and to notify LESSCR immediately of accidents, disabilities, railures or similar information concerning the equipment. LESSEE further agrees to pay for all damages to the equipment resulting from improper use or abuse of the equipment upon receipt of invoices therefor from LESSOR for LESSOR's cost and expense of such repair. LESSEE shall be responsible for all ordinary maintenance of the equipment, including supplying fuel, oil, grease and water and daily checking of the general condition, including oil level, cooling system and balteries, recharging balteries, etc. LESSOR will service the equipment so as to maintain it in working condition, and LESSEE agrees to make the equipment available for such servicing by LESSOR at reasonable limes during business hours. LESSEE agrees to pay the difference between the straight use and overtime use for mechanic's time in performing such servicing.
- 18. LESSEE agrees that LESSOR shall not be liable to LESSEE or the rental contract impugned based on LESSOR'S failure to repair the equipment if disabled or furnish substitute equipment for any reason whatsoever. LESSOR shall, in no event, be liable for special or consequential damages of any nature whatsoever or however caused.
- 19. The equipment is leased F.O.B. LESSOR's warehouse, and LESSEE agrees not to remove the equipment to a location other than that shown on the contract or credit application without the prior written consent of LESSOR.
- 21. To the fullest extent permitted by law, LESSEE shall Indemnify and hold harmless LESSOR and all o its agents, servants and employees from and against any and all claims, damages, loss, expenses and attorneys' fees arising out of or resulting from the operation, maintenance and use of the equipment.
- 22. A) LESSEE shall provide and pay for all risk insurance against physical loss or damage to the equipment in an amount equal to the full insurable value of the equipment. Such policies shall name LESSOR and its assigns as an additional insured, as their interests may appear.
- B) LESSEE also agrees to provide and pay, at its own cost and expense, for comprehensive general liability insurance, including contractual liability coverage, which insures both LESSEE and LESSOR and their agents, servants and employees for any and all claims, accidents, liability, damages, loss and expenses arising out of or in any way resulting from the operation, maintenance and use of the equipment rented under this agreement, that results in bodily injury, sickness, disease, death or injury to or destruction of property, including the loss of use resulting therefrom. The insurance herein shall be primary insurance for LESSOR and LESSEE and shall be in an amount not less than \$1,000,000
- combined single limit for bodily injury or property damage.

  C) LESSEE shall furnish LESSOR with certificates of insurance evidencing the coverage's set forth above, which shall provide for thirty (30) days prior written notice by certified mail, return receipt requested, to LESSOR of any cancellation or change reducing any such coverage. The certificates of insurance shall specifically state that LESSOR is an additional insured under LESSEE's policy of insurance as reflected in Paragraphs A and B above, and that the coverage for LESSEE's point of insurance as reflected in Paragraphs A and B above, and that the coverage for LESSOR is primary coverage, and not excess to or concurrent with any other insurance coverage that may be available to LESSOR. The insurance so provided shall be effective during the period from the moment of delivery of each flem of equipment to LESSEE until the moment of return or surrender of possession of the last such item of equipment to LESSOR or his authorized representative.
- 23. If LESSEE fails to pay any rental or other sum payable hereunder when due or if LESSEE becomes subject to any state or federal insolvency, bankruptcy, receivership, trusteeship or similar proceeding, or if LESSEE shall default in any other term of this contract, LESSOR may immediately terminate this contract by notice in writing to LESSEE and repossess all items of equipment wherever they may be found, but LESSEE shall nevertheless remain liable for all sums then due. The remedies provided herein in favor of LESSOR shall not be deemed exclusive but shall be cumulative and shall be in addition to all other remedies in LESSOR's favor existing at law or in equity. Any notice hereunder shall be deemed sufficiently given if in writing and delivered to LESSEE personally or sent by mail addressed to LESSEE at the address set forth on the contract or credit application.
- 24. Any option to purchase the equipment upon any basis whatsoever given by LESSOR to LESSEE must be a separate written option duly signed by an officer of LESSOR. Unless such a written option is actually provided to LESSEE, it is understood that no option of any kind, written or oral, has been provided.
- 25. All rates on gas and diesel driven equipment are based on an 8 hour day, 40 hour week, and 160 hour month. Overtime shall be charged by the hour at one and one-half (11/2) the then applicable rates. A rental month is 28 calendar days.
- 26. Rental starts immediately upon delivery of the equipment to LESSEE at LESSOR's warehouse. Rental ends upon return of the last item of equipment to LESSOR's warehouse. No allowance shall be made for Sundays, holidays, or time in transit, or for any period of time the equipment may not be in actual use while in LESSEE's possession. All transportation or trucking charges are to be paid
- 27. LESSEE covenants and agrees to make a complete inspection within 24 hours after receipt of the equipment. Any claims for defects shall be made within such 24-hour period, and if no such claims are made within such 24-hour period, then said equipment shall be deemed to be in good, safe and serviceable condition, and fit for its intended uses, and LESSEE's right to make a claim for defects shall be deemed waived.
- 28. Neither the whole, nor any part of the equipment hereby leased, shall be sublet, or suffered to by sublet, by LESSEE.
- 29. The failure by LESSOR at any one or more times to insist upon strict performance by LESSEE of the terms and/or conditions of this agreement shall not be construed as a waiver of LESSOR's right to demand strict compliance with and performance under all terms and/or conditions hereunder. Notice of said demand for strict compliance is hereby walved and time is expressly made of the essence hereunder.
- 30. All engine driven equipment is delivered full of fuel. On return, LESSOR shall refill the machinery and LESSEE shall be responsible for payment for the fuel used at LESSOR's then

### RESOLUTION NO. 18-41 MEETING DATE: 02-15-18

## AUTHORIZING THE COUNTY OF MONMOUTH MOSQUITO CONTROL DIVISION TO CONDUCT AERIAL MOSQUITO CONTROL OPERATIONS WITHIN ROOSEVELT BOROUGH

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

WHEREAS, the Monmouth County Board of Chosen Freeholders, pursuant to N.J.S.A. 26:9-27 et seq. has elected through its Mosquito Control Division to perform all acts necessary for the elimination of mosquito breeding areas and/or to exterminate mosquitos within the county; and

WHEREAS, the County has instituted an Integrated Pest Management Program consisting of surveillance, water management, biological control, and chemical control to exterminate the mosquito population within the county of Monmouth; and

WHEREAS, prior to conducting aerial dispensing operations over a designated "congested area," the County is required, pursuant to Federal Aviation Administration Regulation (FAR Part 137.51), to secure prior written approval from the governing body of the political subdivision over which the aircraft is to be operated; and

WHEREAS, the Borough of Roosevelt is designated as a "congested area" by the Federal Aviation Administration and the County has requested that this governing body consent to its proposed aerial dispensing operation.

### NOW, THEREFORE BE IT RESOLVED as follows:

- 1. The Roosevelt Borough Council hereby authorizes the County of Monmouth Mosquito Control Division or its agent to apply pesticides by aircraft for mosquito control in certain areas of the municipality designated by the County as being either larval mosquito habitat or areas harboring high populations of mosquitos constituting either a nuisance, a health hazard, or both with the understanding that:
  - a. The County shall utilize pesticides, application equipment and aircraft that are approved for aerial applications by the applicable Federal (USEPA) and State (NJDEP) agencies, and
  - b. Such operations will be performed in compliance with the applicable Federal and State regulations, and
  - c. The County will notify the police department of each municipality over which aerial pesticide operations are planned prior to commencement of such operations.

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 February 15, 2018.
Kathleen Hart Borough Clerk

.

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

### RESOLUTION NO. 18-42 MEETING DATE: 02-15-18

### AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE MILLSTONE TOWNSHIP BOARD OF EDUCATION FOR SUPPLIES FOR THE YEAR 2018

BOARD OF EDUCATION FOR SUPPLIES FOR THE YEAR 2018		
<b>C</b> /	C/	offered the following resolution and moved its adoption, which was second by
agenc	evelt (the	<b>REAS</b> , the Millstone Township Board of Education (the "Board") and the Borough of "Borough") (hereinafter collectively referred to as the "Parties") seek to encourage interation and planning with regard to their common need to purchase supplies for their respective es; and
author	rizes a m	<b>REAS,</b> the "Uniform Shared Services and Consolidation Act", N.J.S.A. 40A:65-1, et seq. unicipality to contract with any public or private entity for the provision of any service which ty itself could provide directly; and
this A	WHE:	<b>REAS</b> , the Parties have each duly authorized their proper officials to enter into and execute t.
Roose	NOW evelt, in t	, <b>THEREFORE</b> , <b>BE IT RESOLVED</b> , by the Mayor and Council of the Borough of he County of Monmouth and State of New Jersey, as follows:
	1.	That the Borough is hereby authorized to enter into a Shared Services Agreement attached hereto as Exhibit A with the Board, pursuant to the "Uniform Shared Services and Consolidation Act", N.J.S.A. 40A:65-1, et seq., to provide services referenced above.
	2.	That the Mayor is authorized to execute and the Municipal Clerk to attest to the Agreement.
	3.	That the Agreement shall be effective January 1, 2018.
	4.	That a certified copy of this resolution shall be provided to the Millstone Township Board of Education.
AYES NAYS ABST ABSE	S: CAIN: CNT: I HER	CERTIFICATION REBY CERTIFY the foregoing to be a true copy of a resolution adopted by the Borough leeting held on February 15, 2018.
Counc	m at a m	neeting held on reordary 13, 2016.
		Kathleen Hart Borough Clerk

# EXHIBIT A

### SHARED SERVICE AGREEMENT

This Agreement made this 1st day of January, 2018 between

### Millstone Township School District

5 Dawson Court
Millstone Township, NJ 08535
and
Borough of Roosevelt
33 N. Rochdale Avenue
P.O. Box 128
Roosevelt, NJ 08555

WHEREAS, the Millstone Township Board of Education (hereinafter the "Millstone") and the Borough of Roosevelt (hereinafter the "Borough"), collectively referred to as the "parties" wish to encourage cooperation in the provision of certain shared services; and

WHEREAS, both parties are desirous of obtaining services through a shared service agreement; and

WHEREAS, both parties recognize that shared service agreements may yield certain economies and efficiencies to the residents of Millstone and Roosevelt in the provision of such services; and

WHEREAS, Millstone and Roosevelt are prepared to enter into such an Agreement at the current time; and

WHEREAS, N.J.S.A. 40A:65-1 et seq., the Uniform Shared Services and Consolidation Act, provides a mechanism for making such shared service agreements between municipalities and boards of education; and

WHEREAS, the parties have each duly authorized their proper officials to enter into and execute this Agreement;

NOW, THEREFORE, BE AND IT IS HEREBY AGREED, by and between the Millstone Township School District and Borough of Roosevelt pursuant to N.J.S.A. 40A:65-1 et seq., as follows:

Section 1. The parties agree to the services to be provided to each as follows:

### Schedule of Services

The Millstone Township School District shall supply, at cost, to the Borough of Roosevelt the following: buildings and grounds supplies, instructional and non instructional supplies.

Section 2. This Agreement shall commence on January 1, 2018 and shall continue until December 31, 2018.

Section 3. The parties hereby agree that each party shall release, indemnify, defend and hold harmless the other and their respective agents, officers and employees from any and all claims,

demands losses, expenses, attorneys fees, causes of action, judgments, lawsuits, proceedings, damages, and liability resulting and arising from the alleged or asserted negligent, reckless or intentional act of itself, its agents, officers and employees.

Section 4. Both parties shall obtain and/or maintain appropriate insurance coverage for the services provided under this Agreement.

Section 5. This Agreement shall be interpreted in accordance with the rights of the parties hereto and shall be governed by the laws of the State of New Jersey.

Section 6. This Agreement sets forth the entire agreement between the parties concerning the subject matter hereof and shall not be modified or amended except by an instrument in writing signed by the parties.

Section 7. This Agreement shall be binding upon the parties and their legal representatives, successors and assigns.

Section 8. Both parties agree that in the event that the services are not provided that it will terminate the relationship for each party.

Section 9. Both parties agree that services can be terminated by either party by providing sixty (60) days notice. Such notice to be evidenced by a signed and sealed resolution approved by the governing body or board and hand delivered to the Municipal Clerk or Board Secretary.

Section 10. A copy of the within Agreement shall be filed, for information purposes, with the Division of Local Government Services in the Department of Community Affairs, pursuant to rules and regulation promulgated by the director.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective officers duly authorized, and to be duly attested, and to have their respective corporate seals affixed hereunto, and have caused this Agreement to be dated as of the day and year written above.

Bernard Biesiada  Business Administrator/Board Sec.	David DePinho Board President
Date: 1/22/18	Date: 1/22/18
ATTEST:	FOR THE Borough of Roosevelt
Ana Debevec Treasurer, Borough of Roosevelt	Peggy Malkin Mayor, Borough of Roosevelt
Date:	Date:

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

### RESOLUTION NO. 18-43 MEETING DATE: 02-15-18

## AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE TOWNSHIP OF MILLSTONE BOARD OF EDUCATION FOR ELECTRIC, HVAC AND MECHANIC SERVICES

C/	C/	offered the following resolution and moved its adoption, which was second by
agency	velt (the coopera	REAS, the Millstone Township Board of Education (the "Board") and the Borough of "Borough") (hereinafter, collectively referred to as the "Parties") seek to encourage intertion and planning with regard to their common need for the Electric, HVAC and Mechanic ir public buildings and grounds; and
authori the Bo	zes the I	<b>REAS</b> , the "Uniform Shared Services and Consolidation Act", N.J.S.A. 40A:65-1, et seq. Borough to contract with any public or private entity for the provision of any service which elf could provide directly; and
this Ag	WHER greement	REAS, the Parties have each duly authorized their proper officials to enter into and execute.
Roosev	NOW, relt, in th	THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of the County of Monmouth and State of New Jersey, as follows:
	1.	That the Borough is hereby authorized to enter into the Shared Services Agreement attached hereto as Exhibit A with the Board, pursuant to the "Uniform Shared Services and Consolidation Act", N.J.S.A. 40A:65-1, et seq., to provide services referenced above.
	2.	That the Mayor is authorized to execute and the Municipal Clerk to attest to the Agreement.
	3.	That the Agreement shall be effective January 1, 2018.
	4.	That a certified copy of this resolution shall be provided to the Millstone Township Board of Education.
ROLL AYES NAYS ABSTA ABSE	: AIN:	
Counci	I HER	CERTIFICATION  EBY CERTIFY the foregoing to be a true copy of a resolution adopted by the Borough setting held on February 15, 2018.
		Kathleen Hart Borough Clerk

# EXHIBIT A

# INTERLOCAL SERVICES AGREEMENT BETWEEN THE BOROUGH OF ROOSEVELT AND THE MILLSTONE TOWNSHIP BOARD OF EDUCATION REGARDING MAINTENANCE SERVICES FOR HVAC, ELECTRICAL MECHANIC SERVICES

This Agreement entered into this 1st day of January, 2018, between BOROUGH OF ROOSEVELT a municipal corporation of the State of New Jersey, with offices located at 33 N. Rochdale Avenue, P.O. Box 128, Roosevelt, New Jersey 08555.

Hereinafter referred to as "Borough";

And

MILLSTONE TOWNSHIP BOARD OF EDUCATION, a body corporate and politic of the State of New Jersey, with offices located at 5 Dawson Court, Millstone Township, New Jersey 08535,

Hereinafter referred to as "Board."

WHEREAS, the Borough has need for maintenance services inclusive of HVAC, Electrical and Mechanic to be provided to various facilities owned by the Borough of Roosevelt as delineated herein below; and

WHEREAS, the Board wishes to assist and cooperate with the Borough in the provision of maintenance services for particular Township facilities;

NOW, THEREFORE, in consideration of the terms and conditions of this Interlocal Services Agreement entered into by the parties pursuant to N.J.S.A. 40:8-1, et seq., it is understood and agreed upon as follows:

### FACILITIES AND SUPERVISION

- The following Borough facilities are to be provided with maintenance services as needed provided by employees of the Board on behalf of the Township:
  - Municipal Building at 33 N. Rochdale Avenue, PO Box 128, Roosevelt, NJ 08555
- 2. The hours for such services will be determined and directed by the Buildings and Grounds Supervisor of the Millstone Township Board of Education in consultation with the Buildings and Grounds Supervisor of the Borough. Supervision of the maintenance services entailed will be provided by the Board's Supervisor of Buildings and Grounds.

### INTERIOR BUILDING MAINTENANCE SERVICES

- 3. The types of services and responsibilities to be provided by maintenance personnel of the Board to the Borough at the above-referenced facilities are to include but not be limited to the following:
  - · Minor wall patching
  - Painting
  - Minor plumbing repairs such as the correction of clogged sinks or toilets and the repair of sink fixtures, etc.
  - Electrical repairs
  - · HVAC repairs, and
  - Minor carpentry
  - Mechanical repairs of Borough vehicles

- 4. Requests for maintenance jobs will be made by the placement of a work order addressed to the Buildings and Grounds Office of the Board to Nancy Oliva, who can be accessed by telephone at (732) 786-0950, extension 51020 and reached by telefax at (732) 786-0951. Upon receipt of a request for maintenance services from the Township, Ms. Oliva will enter the work order into the computer system of the Board and print it out for the information of the Board's Building and Grounds Supervisor, Mr. Sullivan. Assignments for maintenance services will be made by Mr. Sullivan to the Board maintenance staff. All materials needed for maintenance jobs will be provided by the Borough.
- 5. The cost for maintenance services to be provided to the Borough during the 2017-2018 fiscal year of the Borough is estimated to be \$ 54.00 per hour. Emergency services calls conducted outside of the normal work hours of 8:00 am to 2:00 pm will be billed at time and a half, or, \$80.00 per hour.

### **ADMINISTRATION**

- The parties both recognize the amount of time and work involved in administering and overseeing the custodial and maintenance projects for the township and agrees to the following administration fees.
  - 10% for all purchases made on behalf of the Borough while performing maintenance, HVAC, Mechanical or Electrical Service.

#### GENERAL CONDITIONS

- 7. The Board will maintain workers' compensation insurance coverage on all maintenance personnel providing services to the Township.
- 8. The Borough will maintain liability insurance coverage and will hold the Board harmless from any tort claims that may be filed based on allegations of negligence relating to the maintenance and upkeep of the Borough-owned facilities for which the Board is providing maintenance and custodial services.
- 9. This Interlocal Services Agreement may be terminated by the Borough or by the Board on the provision of 60 days' written notice of one party to the other. In the event of termination of this agreement, all costs for services provided shall be apportioned between the parties based on the actual hours of work performed by employees of the Board on behalf of the Borough.
- 10. Work performed by Board employees servicing Borough facilities shall be performed by paying Board employees' straight-time hourly wages whenever possible. In cases where services must be performed by Board employees working on an overtime basis, agents of the Board will apprise the Borough supervisor of Buildings and Grounds of the reason for such overtime charges and the charges shall be passed along to the Borough for payment.

#### TERM

11. This agreement shall run from the date that it is affected by the adoption of a resolution by the Borough and the Board and shall continue through the date of June 30, 2018, unless it is terminated as otherwise set forth in this agreement.

WHEREFORE, the officials of the Borough of Roosevelt and the Board of Education of the Township of Millstone have signed and sealed this agreement as duly authorized by action of the Borough Committee of the Borough of Roosevelt and by the Board of Education of the Township of Millstone.

Borough of Roosevelt:	Attest:
Ву:	Described to the second
Ana Debevec, Treasurer	Peggy Malkin, Mayor
,	Dated:
Board of Education of the	Attest:
Township of Millstone  By: Sauth Char	The hat
David DePinho, President	Bernard Biesiada, Board Secretary

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

### RESOLUTION NO. 18-44 MEETING DATE: 02-15-18

### DESIGNATING A MUNICIPAL COURT JUDGE FOR THE BOROUGH OF ROOSEVELT

C/ offered the following resolution and moved its adoption, which was second by $C/$
WHEREAS, the Borough Council of the Borough of Roosevelt have voted the services of the Millstone Township Municipal Court as the Court facility to be used by the Borough of Roosevelt for the year 2018; and
<b>WHEREAS</b> , the Borough Council of the Borough of Roosevelt must appoint Municipal Judge for the Borough of Roosevelt Municipal Court.
<b>NOW, THEREFORE, BE IT RESOLVED,</b> that the Borough Council hereby appoints Hon. Nicole Sonnenblick to serve as the Municipal Court Judge for the Borough of Roosevelt for the term of three years commencing on January 1, 2018 and terminating on December 31, 2020.
<b>BE IT FURTHER RESOLVED</b> that the Borough Clerk is hereby authorized to forward a true copy of this Resolution to Millstone Township Municipal Court.
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 February 15, 2018.
Kathleen Hart Borough Clerk

Borough of Roosevelt County of Monmouth State of New Jersey

### RESOLUTION NO: 18–45 MEETING DATE: 02-15-18

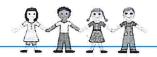
### RESOLUTION SETTING FEES FOR A RECREATIONAL SUMMER CAMP

C/ offered the following Resolution and moved its adoption, which was second by C/
<b>WHEREAS,</b> the Borough of Roosevelt desires to provide recreational opportunities for children during the summer; and
<b>WHEREAS,</b> the Recreation Director has arranged to offer a six (6) week program at the Roosevelt Public School; and
WHEREAS, the fees are required by ordinance to be set by the Borough Council; and
WHEREAS, a flyer describing the various programs and the costs thereof was distributed, but there has been no vote by the Council authorizing the referenced programs or fees.
<b>NOW THEREFORE, BE IT RESOLVED</b> by the Governing Body of the Borough of Roosevelt as follows:
<b>RESOLVED,</b> that the conduct and schedule of Camp Roosevelt described in the flyer attached to this Resolution (Attachment A) be, and they hereby are approved.
<b>RESOLVED</b> , that the prices set forth Attachment A be, and they hereby are approved as the prices to be charged for participation in the Programs.
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 February 15, 2018.
Kathleen Hart Borough Clerk

#### BOROUGH OF ROOSEVELT P.O. Box 128

Roosevelt, NJ 08555

Phone: (609) 448-0539 Fax: (609) 448-8716 recreation@rooseveltnj.us



### CAMP ROOSEVELT

(For Children Entering 1st Grade - 7th Grade)

### "Community-Friendship-Respect"

The Borough of Roosevelt is proud to offer Camp Roosevelt, led daily by Larisa Bondy and Gus Vuolle. The camp is based on the motto of "Community-Friendship-Respect." This program will offer traditional camp activities such as sports, games, arts and crafts, trips, and special themed events, but with an additional emphasis on community based activities, outdoor skill building and exploration.

The program will run for six (6) weeks from Monday, July 9 – Friday, August 17 from 9:00am – 1:00pm. The cost of the program is \$450.00 per child. An After Camp program also will be available from 1:00pm – 5:00pm at an additional cost of \$290.00 per child. A few short bus trips are being planned which may require an additional fee. A camp calendar will be provided on the first day of the program.

A \$100.00 deposit is due for Camp Roosevelt and a \$50.00 deposit is due for After Camp upon registration, with the balance due by June 22. This is not an additional "registration fee." The deposit simply assures us of the amount of children attending for proper planning. Deposits will be refunded only if the program is canceled. We will only offer the program if enough children register. A parent/guardian packet of information will be ayailable in June and must be completed and returned on the first day your child attends the program.

### **CAMP ROOSEVELT- REGISTRATION 2018** Parent/Guardian Names Telephone Number\_\_\_\_ Emergency Phone Child's Name Age/Grade in Fall 2018 1st Child\_ Camp (9:00am - 1:00pm) \$450.00 After Camp (1:00pm - 5:00pm) \$290.00 2nd Child Camp (9:00am - 1:00pm) \_\_\_\_ \$450.00 After Camp (1:00pm - 5:00pm) \$290.00 3rd Child Camp (9:00am - 1:00pm) \$450.00 After Camp (1:00pm - 5:00pm) \_\_\_\_\_ \$290.00 TOTAL COST:

DETACH THE BOTTOM PORTION OF THIS FLYER AND RETURN TO: BOROUGH OF ROOSEVELT, P.O. BOX 128, ROOSEVELT, NJ 08555

PLEASE MAKE ALL CHECKS PAYABLE TO "BOROUGH OF ROOSEVELT"

Attachment A

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

### RESOLUTION NO. 18-46 MEETING DATE: 02-15-18

### PROVIDING FOR A PRIVATE EXECUTIVE MEETING THAT EXCLUDES THE PUBLIC

C/ offered the following Resolution and moved its adoption, which was second by C/
WHEREAS, the "Open Public Meetings Act" enacted October 21, 1975 permits a public body to exclude the public from meetings or portions thereof wherein matters are to be discussed which are exempted from the requirements of the Act; and
WHEREAS, the said Act requires that prior to the holding of a meeting or portion thereof from which the public shall be excluded, the public body should adopt a Resolution at a public meeting providing for the holding of a private meeting; and
WHEREAS, the Borough Council of The Borough of Roosevelt has determined that a meeting should be held from which the public should be excluded in order to discuss a subject which is exempted under the said Act;
NOW, THEREFORE, BE IT RESOLVED by the Borough Council, as follows:
• That the next portion of this meeting be held in Private Session.
• That the general nature of the matter(s) to be discussed relate to the matters:
a. Personnel Issues
b. Items falling Under the Attorney/Client Privilege
• That no official action will be taken at the meeting but Minutes shall be kept and shall be available to the public after official action on the subject matter has been taken.
• It is anticipated the discussion conducted in closed session can be disclosed to the public after no further action is required in the matter.
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 February 15, 2018.
Kathleen Hart

Borough Clerk