

**BOROUGH OF ROOSEVELT
COUNCIL MEETING AGENDA
MAY 29, 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 January 2, 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 The Times and Asbury Park Press.

ROLL CALL: Councilmember Steven Bowen
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. May 14, 2018 Regular

PROCLAMATION

1. Declaring The First Friday In June To Be National Gun Violence Awareness Day

CORRESPONDENCE:

FIRST READING

ORDINANCE 18-03

FIRST READING

CALENDAR YEAR 2018 ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK (NJSA 40A:4-45.14)

EXPLANATORY STATEMENT: This Ordinance authorizes an increase to 3.5% over the previous year's final appropriations.

Public Hearing to be held on June 11, 2018 at 7:00 p.m. at the Borough of Roosevelt, 33 N. Rochdale Avenue, Roosevelt, NJ 08555

RESOLUTIONS:

- Resolution 18-76 Payment of Bills for May 29, 2018
- Resolution 18-77 Authorizing the Award of a Non-Fair and Open Contract for Water Utility Operator Professional Services to H2O Services, LLC, 18 West Manor Way, Robbinsville, New Jersey 08691
- Resolution 18-78 Authorizing the Award of a Non-Fair and Open Contract for Wastewater Utility Operator Professional Services to Lyons Environmental Services, LLC, 1105 Green Grove Road, Suite #2, Neptune, New Jersey 07753
- Resolution 18-79 Authorizing Temporary Emergency Appropriations #3
- Resolution 18-80 Introduction of the 2018 Municipal Budget

Public Hearing to be held on June 26, 2018 at 7:00 p.m. at the Borough of Roosevelt, 33 N. Rochdale Avenue, Roosevelt, NJ 08555

REPORTS OF COMMITTEE CHAIRS

Administration	Councilmember Parrott
Community Dev/Code	Councilmember Parker
Envi. Health & Safety	Councilmember Sheean
Finance	Councilmember Hamilton
Public Works	Councilmember Bowen
Utilities	Councilmember Trammell

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

OLD BUSINESS

NEW BUSINESS

PUBLIC COMMENT (Any item)

CLOSED SESSION: (If Needed)

Time In: _____ Time Out: _____

ADJOURNMENT

TIME OUT: _____

PROCLAMATION

DECLARING THE FIRST FRIDAY IN JUNE TO BE NATIONAL GUN VIOLENCE AWARENESS DAY

This proclamation declares the first Friday in June to be National Gun Violence Awareness Day in the Borough of Roosevelt to honor and remember all victims and survivors of gun violence and to declare that we as a country must do more to reduce gun violence.

WHEREAS, every day, 96 Americans are killed by gun violence and on average there are nearly 13,000 gun homicides every year; and

WHEREAS, Americans are 25 times more likely to be killed with guns than people in other developed countries; and

WHEREAS, protecting public safety in the communities they serve is mayors' highest responsibility; and

WHEREAS, support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with keeping guns away from dangerous people; and

WHEREAS, mayors and law enforcement officers know their communities best, are the most familiar with local criminal activity and how to address it, and are best positioned to understand how to keep their citizens safe; and

WHEREAS, in January 2013, Hadiya Pendleton, a teenager who marched in President Obama's second inaugural parade and was tragically shot and killed just weeks later, should have be now celebrating her 21st birthday; and

WHEREAS, to help honor Hadiya – and the 96 Americans whose lives are cut short and the countless survivors who are injured by shootings every day – a national coalition of organizations has designated June 1st, 2018, the first Friday in June, as the 4th National Gun Violence Awareness Day; and

WHEREAS, the idea was inspired by a group of Hadiya's friends, who asked their classmates to commemorate her life by wearing orange; they chose this color because hunters wear orange to announce themselves to other hunters when out in the woods and orange is a color that symbolizes the value of human life; and

WHEREAS, anyone can join this campaign by pledging to Wear Orange on June 1st, the first Friday in June in 2018, to help raise awareness about gun violence; and

WHEREAS, by wearing orange on June 1, 2018 Americans will raise awareness about gun violence and honor the lives of gun violence victims and survivors; and

WHEREAS, we renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the wrong hands, and encourage responsible gun ownership to help keep our children safe.

NOW, THEREFORE BE IT RESOLVED, that Mayor Malkin of the Borough of Roosevelt declares the first Friday in June (June 1, 2018), to be National Gun Violence Awareness Day. I encourage all citizens to support their local communities' efforts to prevent the tragic effects of gun violence and to honor and value human lives.

PROCLAIMED THIS 29TH DAY OF MAY 2018

Mayor Peggy Malkin

**BOROUGH OF ROOSEVELT
COUNTY OF MONMOUTH**

**ORDINANCE NO.: 18-03
INTRODUCTION DATE: 05-29-2018
ADOPTION DATE:**

**CALENDAR YEAR 2018 ORDINANCE TO EXCEED THE MUNICIPAL
BUDGET APPROPRIATION LIMITS AND TO ESTABLISH
A CAP BANK (NJSA. 40A:4-45.14)**

WHEREAS, the Local Government Cap Law, N.J.S. 40A:4-45. 1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget to 2.5% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and,

WHEREAS, N.J.S.A. 40A:4-45. 15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and,

WHEREAS, the Governing Body of the Borough of Roosevelt in the County of Monmouth finds it advisable and necessary to increase its CY 2018 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

WHEREAS, the Governing Body of the Borough of Roosevelt hereby determines that a 1.0% increase in the budget for said year, amounting to \$7,969.36 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

WHEREAS, the Governing Body of the Borough of Roosevelt hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

NOW THEREFORE BE IT ORDAINED, by the Governing Body of the Borough of Roosevelt, in the County of Monmouth, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2018 budget year, the final appropriations of the Borough of Roosevelt shall, in accordance with this ordinance and N.J.S.A. 40A:4-45.14, be increased by 3.5%, amounting to \$27,892.76, and that the CY 2018 municipal budget for the Borough of Roosevelt be approved and adopted in accordance with this ordinance; and,

BE IT FURTHER ORDAINED, that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon; be filed with said Director within 5 days after such adoption.

ATTEST:

APPROVED:

Kathleen Hart, Borough Clerk

Peggy Malkin, Mayor

RESOLUTION NO. 18-76
MEETING DATE: 05-29-18

PAYMENT OF BILLS FOR MAY 29, 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

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

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

ROLL CALL:

AYES:

NAYS:

ABSTAIN:

ABSENT:

CERTIFICATION

I HEREBY CERTIFY the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on May 29, 2018.

Kathleen Hart
Borough Clerk

5-29-18 BILL LIST

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

Open: N Paid: N Void: N
Rcvd: Y Held: Y Aprv: N
Bid: Y State: Y Other: Y Exempt: Y

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
ACCUR005 ACCURATE WASTE REMOVAL	18-00116	02/14/18	2018 SLUDGE REMOVAL	Open	2,068.50	0.00		B
ALL00003 ALLEN'S LAWN & TREE SERV, INC.	18-00346	05/10/18	REMOVE LARGE DEAD OAK	Open	400.00	0.00		
BOROU005 BOROUGH OF HIGHTSTOWN	18-00359	05/17/18	SOLID WASTE CONTRACT:MAY 2018	Open	5,462.10	0.00		
BRIMA005 BRIMAR INDUSTRIES, INC.	18-00315	05/02/18	VARIOUS SIGNS	Open	56.20	0.00		
CENTR005 CENTRAL JERSEY WASTE &	18-00011	01/11/18	2018 RECYCLING CONTRACT	Open	2,046.09	0.00		B
COMPL005 COMPLETE SECURITY SYSTEMS, INC	18-00341	05/09/18	COPY PROGRAM TO NEW COMPUTER	Open	140.00	0.00		
DELAG005 DE LAGE LANDEN FINANCIAL	18-00371	05/22/18	#06 JUN'18 5/15-6/14/18 COPIER	Open	169.80	0.00		
DOMSG005 DOM'S GETTY, INC.	18-00305	04/26/18	REPAIRS:FORD EXPEDITION	Open	459.50	0.00		
GPJAG005 GP JAGER, INC.	18-00256	04/11/18	RELAY SWITCH	Open	319.38	0.00		
GUYEH005 GUYE-HILLIS, MICHELE	18-00352	05/15/18	REIMB:SPRING 2018 LITTER P-UP	Open	85.11	0.00		
JCPL0005 JCP & L	18-00369	05/21/18	APR 2018 ELECTRIC SERVICE	Open	1,050.36	0.00		
NJSTA005 NJ STATE LEAGUE/MUNICIPALITIES	18-00360	05/21/18	2018-19 MAGAZINE SUBSCRIPTION	Open	225.00	0.00		
NOREI005 NOREIKA SALES, LLC	18-00358	05/17/18	HEDGE TRIMMER & SUPPLIES	Open	172.06	0.00		
PASSA005 PASSAIC VALLEY SEWERAGE	18-00372	05/23/18	SLUDGE DISPOSAL 4/16-5/15/18	Open	987.00	0.00		
PETTY005 PETTY CASH	18-00350	05/14/18	REIMBURSE PETTY CASH	Open	50.00	0.00		
	18-00375	05/23/18	REIMBURSE PETTY CASH	Open	68.53	0.00		
					<u>118.53</u>			
PUMPI005 PUMPING SERVICES, INC.	18-00312	04/30/18	FABRICATE ARM FOR SCUM BOX	Open	1,465.72	0.00		

May 24, 2018
10:12 AM

BOROUGH OF ROOSEVELT
Bill List By Vendor Name

Page No: 2

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type	
ROOSE025 ROOSEVELT ARTS PROJECT									
	18-00319	05/07/18	CLEAN COMM-LITTER PICKUP	Open	500.00	0.00			
ROOSE035 ROOSEVELT BOROUGH BULLETIN									
	18-00322	05/07/18	CLEAN COMM-LITTER PICKUP	Open	250.00	0.00			
ROOSE015 ROOSEVELT FIRST AID SQUAD									
	18-00321	05/07/18	CLEAN COMM-LITTER PICKUP	Open	125.00	0.00			
SAUSE005 SAUSE, RICHARD									
	18-00361	05/21/18	CONTROL ROOM LIGHT AT S/P	Open	280.01	0.00			
	18-00362	05/21/18	REPLACE AUGER MOTOR STARTER	Open	700.00	0.00			
	18-00366	05/21/18	EFFLUENT CHEMICAL FEED	Open	622.00	0.00			
					<u>1,602.01</u>				
SENI005 SENIOR CITIZENS OF ROOSEVELT									
	18-00364	05/21/18	GROUNDS FOR SCULPTURE 6/5/18	Open	195.00	0.00			
	18-00374	05/23/18	MAY 2018 REIMBURSEMENT	Open	34.39	0.00			
					<u>229.39</u>				
SUTPH005 SUTPHEN MEMORIAL, INC.									
	18-00064	01/26/18	2018 CEMETERY MANAGEMENT	Open	925.00	0.00		B	
THEHO010 THE HOME DEPOT									
	18-00338	05/09/18	HOOVER COMMERCIAL WINDTUNNEL	Open	184.22	0.00			
	18-00370	05/21/18	PORTABLE AIR COMPRESSOR	Open	229.00	0.00			
	18-00373	05/23/18	LUMBER & NAILS FOR REC TRAILS	Open	221.79	0.00			
					<u>635.01</u>				
COMPU005 UNIVERSITY SERVICE COMPANY, INC									
	18-00012	01/11/18	2018 OFF-SITE SERVER BACKUPS	Open	75.00	0.00		B	
VERIZ005 VERIZON									
	18-00363	05/21/18	609-443-1440 APR 2018	Open	50.18	0.00			
	18-00367	05/21/18	609-443-5749 APR 2018	Open	90.13	0.00			
					<u>140.31</u>				
WATCH005 WATCHUNG SPRING WATER CO., INC									
	18-00353	05/15/18	WATER+COOLER RENTAL:4/26/18	Open	33.76	0.00			
WEBHA005 WEB HAULING & DISTRIBUTION, INC									
	18-00328	05/07/18	PUMP LAKE DR PUMP PIT 4/25/18	Open	203.70	0.00			
WEBQU005 WEB OUTBACK									
	18-00339	05/09/18	RESTROOM RENTAL-APR 2018	Open	95.00	0.00			
Total Purchase Orders: 35				Total P.O. Line Items:	0	Total List Amount:	<u>20,039.53</u>	Total Void Amount:	0.00

Totals by Year-Fund							
Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
	8-01	11,747.01	0.00	11,747.01	0.00	0.00	11,747.01
	8-09	<u>7,110.62</u>	<u>0.00</u>	<u>7,110.62</u>	<u>0.00</u>	<u>0.00</u>	<u>7,110.62</u>
Year Total:		18,857.63	0.00	18,857.63	0.00	0.00	18,857.63
	G-02	1,181.90	0.00	1,181.90	0.00	0.00	1,181.90
Total of All Funds:		<u>20,039.53</u>	<u>0.00</u>	<u>20,039.53</u>	<u>0.00</u>	<u>0.00</u>	<u>20,039.53</u>

BOROUGH OF ROOSEVELT

I, George J. Lang, Chief Financial Officer of the Borough of Roosevelt, do hereby certify that funds are available for the following bill list to be paid.

<u>Vendor</u>	<u>Budget Account</u>	<u>Total Award</u>
5/29/18 Bill List	various	20,039.53



George J. Lang
Chief Financial Officer

Dated: May 29, 2018

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

**RESOLUTION NO. 18-77
MEETING DATE: 05-29-18**

**RESOLUTION AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN
CONTRACT FOR WATER UTILITY OPERATOR PROFESSIONAL SERVICES
TO H2O SERVICES, LLC, 18 WEST MANOR WAY, ROBBINSVILLE, NEW JERSEY 08691**

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

WHEREAS, the Borough of Roosevelt, County of Monmouth, State of New Jersey (the "Borough") has a need to retain the professional services of a water utility operator as a non-fair and open contract pursuant to the provisions of N.J.S.A. 40A:11-1, *et seq.*; and

WHEREAS, the Borough has determined that the value of the services may exceed \$17,500; and

WHEREAS, H2O Services, LLC, 18 West Manor Way, Robbinsville, NJ 08691, has completed and submitted a Business Entity Disclosure Certification which certifies that H2O Services, LLC has not made any reportable contributions to a political or candidate committee in the Borough of Roosevelt in the previous one year, and that the contract will prohibit H2O Services, LLC from making any reportable contributions through the term of the contract; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i), requires the public advertisement of notice with respect to contracts for professional services awarded without competitive bids;

NOW THEREFORE, BE IT RESOLVED, that the Governing Body of the Borough of Roosevelt hereby authorizes the Mayor and Municipal Clerk to enter into a contract H2O Services, LLC as described herein; and

BE IT FURTHER RESOLVED, the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i), requires the public advertisement of notice with respect to contracts for professional services awarded without competitive bids; and

1. That the Governing Body hereby appoints H2O Services, LLC, 18 West Manor Way, Robbinsville, NJ 08691, to provide the professional services of a water utility operator to the Borough, and awards the contract which is annexed hereto and made a part hereof (the "Contract"), in accordance with N.J.S.A. 40A:11-1, *et seq.*
2. That the Mayor or other appropriate official of the Borough, on behalf of the Borough, is hereby authorized and directed to execute the Contract and the Municipal Clerk is hereby authorized and directed to attest to the execution of said Contract for professional services in connection with the operation of the Borough's water utility.
3. That this Resolution shall be accompanied by a Certification of Availability of Funds from the Borough's CFO for the monthly flat-fee portion of the Contract, and that the approval of the Contract is subject to the availability of funds for any "non-routine" services described therein and/or any subsequent approvals granted by the Governing Body from time-to-time under the terms of the Contract.

4. That this Contract is awarded without competitive bidding as a professional service and as an exception to the public bidding requirements for water treatment services, pursuant to the Local Public Contracts Law; specifically, N.J.S.A. 40A:11-5.
5. That a notice in accordance with this resolution and the Local Public Contracts Law shall be published one time in Asbury Park Press.
6. That an executed copy of the Contract and a copy of this resolution shall be filed in the office of the Municipal Clerk and be available there for public inspection in accordance with the law.
7. That 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 May 29, 2018.

Kathleen Hart
Borough Clerk

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE BOROUGH OF ROOSEVELT
AND
H2O SERVICES, LLC**

This Professional Services Agreement (the "Agreement") dated as of June 1, 2018 is between the Borough of Roosevelt (hereinafter "the Borough") whose address is 33 North Rochdale Ave, Roosevelt, NJ 08555, and H2O Services LLC ("H2O"), whose address is 18 West Manor Way, Robbinsville, NJ 08691.

Whereas, the Borough is the owner of the public water system in Roosevelt, NJ and desires to hire H2O to provide professional management services and operation and maintenance services for the municipality's water system; and on-call response and coordination services relative to the Borough's utilities in accordance with the terms herein:

Whereas, the Borough desires the delivery of safe and adequate potable water to its customers, and

Whereas, H2O accepts such engagement upon the terms and conditions set forth, and

Whereas, the Borough is authorized by law to enter into this Agreement,

Now, therefore in consideration of the promises and the mutual covenants contained herein, the parties agree to the following:

SECTION ONE – SCOPE OF SERVICES

1.1 Routine Services

Beginning on June 1, 2018, or on such other date as mutually acceptable to the Borough and H2O (the "effective date"), the Borough hereby engages H2O to provide, and H2O agrees to provide in accordance with the terms hereof, professional management services, licensed operations, and maintenance of the Borough's water system on a seven (7) day per week basis and provide on-call dispatch, evaluation and coordination services related to the Borough's water utilities on a seven (7) day per week and twenty-four (24) hour per day basis as required.

Such services shall include all labor and equipment necessary for routine operations and maintenance of the water treatment plant, distribution system and elevated storage tank including required monitoring, testing and reporting to the State and other governing bodies necessary to maintain all certifications, permits and licenses to operate said facilities. Professional Services will include routine management services including review of outside consultant's plans and specifications for system modifications, improvements and expansions; review and preparation of regulatory permit renewals (See 1.1B permits for more detail); evaluation of system requirements and recommendation of capital needs) and will include administrative services addressing the financial, technical and managerial responsibilities of the Borough's utility and monitoring, ordering and receiving treatment

chemicals for the water treatment plant and tracking monthly usage, and certifying payments to chemical vendor. Unless otherwise directed by the Borough, H2O will use the chemical supplier(s) as specified by the award of an independent chemical purchase contract awarded by the Borough to a chemical vendor. Routine operation and maintenance services shall also include the following duties: periodic distribution system flushing, gate valve operation/exercising, hydrant operation/exercising, and routine maintenance to the water treatment plant. It shall also include coordination of all necessary water quality sampling and testing, notification, and periodic reporting to the State and other applicable agencies as required by any provision of federal, state or local laws, rules, regulations, including the Safe Drinking Water Act and regulations promulgated thereunder and monitoring and reporting required under the Borough's Water Allocation Permit pertaining to their permitted diversion. H2O will operate and maintain the systems consistent with generally accepted professional and licensed operation practices and in compliance with all State and Federal regulations and existing and future permits. The work done by H2O shall be in accordance with Borough's standards, municipal ordinances and available O&M manuals.

Bi-monthly meter reading is included. Routine NJ-1 Call markouts are also included. Emergency markouts will be considered Non-Routine and performed at the Utility Worker rates established in section 4.2.1 and 4.2.2

Professional managerial, administrative and licensed operation services, including customer service and management services will be provided by the corporate office of H2O in Robbinsville, New Jersey. H2O will be responsible for administrative systems and support necessary in the provision of its services. Administrative systems and support include but are not limited to maintaining a twenty-four (24) hour per day seven (7) day per week toll-free number. H2O will provide information needed for the development of annual operating and capital budgets. Services and reports shall be conducted in compliance with state and municipal requirements. Administrative duties include, but are not limited to, maintenance records, operations reporting, consumer confidence report preparation, management participation in regulatory matters, and other required regulatory correspondence.

Operations and maintenance field services will be provided by H2O. H2O will use its best efforts to respond promptly to any inquiry regarding loss of pressure, discoloration of water, broken mains & leaks, or plant equipment failures. The goal for response time will be no longer than two (2) hours from the receipt of the call by H2O personnel. H2O shall provide and maintain a non-toll number for customers seven (7) days a week, twenty-four (24) hours a day for the duration of this agreement.

H2O shall provide a written monthly report and/or e-mail to the Borough's governing body detailing the services provided and operations performed by H2O during the preceding month. Every six months, H2O shall provide a written monthly report and/or e-mail to the Borough's governing body providing an assessment of the capital needs of the Borough's water utility system.

Maintenance of buildings & grounds shall be the responsibility of the Borough.

Routine services shall be provided by H2O at rates established in Section Four.

1.1A Supplemental Routine Services (On-Call Utility Response)

Such services shall include all labor, equipment and materials necessary to maintain a twenty-four (24) hours per day, seven (7) day per week call-out number to respond to all customer and other party calls related to the Borough's water systems.

H2O will be responsible for receiving all service or emergency calls and for being the first-responder to evaluate the situation. Once evaluation by a H2O representative is made, H2O will contact the Borough and implement the necessary chain of command action depending upon the reason for the service call. Emergency and/or extensive damage or failure to water infrastructure shall be immediately reported to the Borough based upon the chain of command provide as in Appendix A of this agreement. Response to other non-emergent situations will also follow the chain of command outlined in Appendix A of this agreement.

On-call Utility Response Services shall be provided by H2O at rates established in Section Four.

1.1B Permits

Regulatory permit renewals shall be prepared by the Borough Engineer. H2O shall be responsible to provide the Engineer with any and all operational and system data required to be completed in the permit applications. H2O will be responsible for reviewing and signing permit applications that require signature by the licensed operator.

Any services provided for regulatory permits shall be considered part of routine services as described in Section 1.1 Routine Services. A list of relevant permits related to the water system is included in Appendix B.

1.2 Non-Routine Services

Any additional services not specifically outlined above, including, but not limited to, emergency callouts including emergency repair/replacement of water mains and services and materials and supplies for the repair replacement of capital equipment (including but not limited to: pumps, tanks, filters, controls, etc.) outside utility services (including but not limited to leak detection and mark-outs), laboratory testing outside of EPA/NJDEP regulations, outside contractors, outside professional services, use of H2O labor and equipment for capital additions, or management participation in the planning and execution of water system improvements will be provided by H2O as a non-routine service at rates established in Section Four. Approval by the Borough (through its Borough Council) will be required for all non-routine services with the exception of emergency call-outs as described in Section 1.1A. H2O shall use its reasonable professional judgment in responding to emergencies and addressing safety issues, and if it is not practical to secure the Borough's consent prior to responding to an emergency, H2O shall promptly advise the Borough of its actions in respect to the same.

1.3 Insurance Coverages

H2O will provide at all times during the terms of this agreement the following insurance coverage:

- (a) Workers' compensation insurance in compliance with the state of New Jersey statutes for employees.
- (b) General liability insurance coverage with a minimum combined single limit of \$1,000,000.
- (c) Automobile liability insurance with a combined single coverage limit of \$500,000.

H2O shall name the Borough and elected and appointed officials of the Borough and Roberts Engineering Group LLC as additional insured on the general liability and auto liability coverage and will provide the Borough with certificates of insurance as evidence of the coverage, if requested. The certificates of insurance shall state that no material change or cancellation shall be effective without ninety (90) days notice to the Borough.

SECTION TWO – RESPONSIBILITIES OF THE BOROUGH

2.1 Easement, Permits Licenses

The Borough will maintain in full force all easements, permits, licenses or other similar approvals and consents necessary to operate and maintain the water system.

2.2 Access, Maps, etc.

The Borough shall provide access to all system facilities at all times, and will provide all available maps and other drawings of the water and other utility systems.

2.3 Capital Expenditures

The Borough shall be responsible for approval of and payment for all capital expenditures. H2O will supply administrative information and other details as required in a timely manner for approval by the Borough.

2.4 Liability

The Borough shall be responsible for damage and liability of the water systems caused other than by a breach of contract or gross negligence on the part of H2O.

2.5 Fines

The Borough shall be responsible for all fines and penalties imposed on the water system, unless imposed as a result of a breach of contract or gross negligence on the part of H2O.

2.6 Insurance

The Borough will maintain in full force and effect property and liability insurance pertaining to the water systems. H2O will maintain in full force all insurance pertaining to its duties in the performance of this agreement. Both parties shall arrange that their insurance carriers waive any right of subrogation against the other party.

2.7 Hold Harmless

The Borough will protect and hold H2O and its employees harmless from and against all liability related to the performance of this agreement or the operation of the water utility systems, including all fines, penalties and assessment, to the extent such liability was not caused by a breach of contract or gross negligence on the part of H2O.

2.8 Torts

This agreement does not abrogate or waive any immunity available under the New Jersey Tort Claim Act or otherwise available by law, which the Borough and its employees, expressly reserve, unless stated herein to the contrary.

2.9 Obligations

Each party acknowledges that the other party's ability to effectively carry out its obligations under this agreement depends in large part upon the cooperation and prompt and timely fulfillment of each party's obligation hereunder. Each party hereby agrees that it shall execute documents and take such actions at such times and in such manner so as to enable the other party to perform its obligations hereunder.

SECTION THREE – RESPONSIBILITIES OF H2O

3.1 Services

H2O will provide all services under this agreement in compliance with all State and Federal regulatory rules, requirements, and laws, and consistent with all local ordinances. H2O will provide appropriately trained personnel with minimum certifications and or licenses for operation of the water system and water treatment plant, at least one of which will be a properly licensed and certified operator. Attached is a list of all relevant permits, including the Right to Know Act.

3.2 H2O As An Independent Professional Services Contractor

The parties intended that H2O shall be an independent Professional Services Contractor, and the H2O and any of its agents or employees in the performance of this agreement shall act in an independent capacity and not as officers, employees or agents of the Borough. The Borough is interested only in the results to be achieved, and the conduct and control of the work will lie solely with H2O. H2O shall have the exclusive right to hire, terminate, and discipline its employees. Neither H2O nor its employees provided under this agreement is to be considered an agent or employee of the Borough for any purpose. Any H2O employee who performs services for the Borough pursuant to this agreement shall be

subject to the provisions of this agreement and H2O, at the request of the Borough, shall furnish to the Borough satisfactory evidence to that effect.

H2O shall be responsible for the payment of any reporting of all taxes with respect to its employees and agents, including, without limitation, withholding, unemployment, social security tax, Federal income tax, State income tax, and any other tax required by law.

3.3 Hold Harmless

H2O shall protect and hold the Borough and its employees harmless from and against all liability relating to the performance of this agreement or the operation of the water utility systems, including all fines, penalties or assessments, to the extent such liability was caused by a breach of contract or gross negligence on the part of H2O or its employees.

SECTION FOUR – COMPENSATION

4.1 Routine Services and On-Call Utility Response

As compensation for all services rendered pursuant to Section 1.1 above, H2O shall bill the Borough on a monthly basis, commencing with the Effective Date. This compensation includes labor and transportation costs. The breakdown for individual services categories is as follows:

\$5,000.00 / month

Five Thousand and 00/100

(Write monthly fee in words)

4.2 Non-Routine Services

Costs for non-routine services provided by H2O pursuant to Section 1.2 above shall be paid by the Borough to H2O based on the following rates:

4.2.1 Labor Rates:

Utility Worker	\$75.00 / hour
Plant Operator	\$75.00 / hour
Customer Service	\$60.00 / hour
Meter Changes & Repairs	\$60.00 / hour
Operations Management	\$75.00 / hour

The above rates are based on a regular work week of:
Monday – Friday 8:00 AM to 4:30PM

4.2.2 Overtime Labor Rates:

Overtime - Monday through Saturday	1.5 times regular hourly rate
Overtime – Sunday and Holidays	1.5 times regular hourly rate

4.3 Materials, Supplies, and Subcontractors

Non-routine, materials and supplies (including re-agents and lab chemicals used by H2O in performing its duties under this Agreement) purchased through H2O will be billed to the Borough at actual cost plus a 10% fee to reimburse H2O for administrative expenses. H2O agrees to pass on to the Borough any discounts on materials, supplies and subcontractors received by H2O. No fees will be charged by H2O for materials, supplies, or services billed to and paid directly by the Borough.

4.4 Payment Terms

H2O's invoices for services rendered hereunder and for reimbursement of amounts expended shall be due and payable by the Borough within 45 days of the invoice date.

SECTION FIVE – TERMS OF AGREEMENT AND TERMINATION

5.1 Term

This Agreement shall remain in effect for one year (12 months) from the Effective Date and may be extended as mutually agreed upon by H2O and the Borough.

5.2 Termination

Either party may terminate this agreement upon ninety (90) days written notice to the other party.

5.3 Authority

The Borough and H2O warrant and represent that each has the authority to enter into this Agreement. The Borough warrants that it has appropriate funds available for payments to H2O requirement by the Agreement.

5.4 Force Majeure

If because of any act or occurrence beyond the reasonable control of either party, including, without limitation, acts of God, legislation or lawful regulations of any governmental body, court order, fire, flood, explosion, strikes, labor disputes, or shortages, wars or civil commotion, either party is prevented from performing any or all of its obligations hereunder, and if the party unable to perform gives prompt notice to the other party of such force majeure, then such party unable to perform shall be required to resume performance of its obligations under this Agreement only upon termination of the aforementioned force majeure and any time or date limitation shall be extended to the extent such party is so prevented.

5.5 Modification and Amendments

This Agreement may not be modified or amended and no provision hereof shall be waived except in writing and signed by both parties.

SECTION SIX – MISCELLANEOUS PROVISIONS

6.1 Affirmative Action

H2O will conform to the State of New Jersey Affirmative Action requirements, which are attached hereto and made a part hereof. During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

6.2 Pay-To-Play

This contract has not been awarded through a "Fair and Open" process, and therefore the following will apply.

This contract has been awarded to H2O based on the merits of and the ability of the H2O to provide the good or services as described herein. This contract was not awarded through a "fair and open" process pursuant to N.J.S.A. 19:44-20.4 et seq. As such, the undersigned does hereby attest that H2O has neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16 in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect his eligibility to perform this contract, nor will he make a reportable contribution during the term of the contract to any political party committee in the

municipality if a member of that political party is serving in an elective public office of that municipality when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that municipality when the contract is awarded. H2O has filed the Disclosure Form required by N.J.S.A. 19:44A-20.26.

IN WITNESS WHEREOF, H2O Services LLC, by its duly authorized officer, and the Borough, by its duly authorized representatives, have executed this Agreement as of the date and year written on page one.

WITNESS:

BOROUGH OF ROOSEVELT:

KATHLEEN HART, CLERK

PEGGY MALKIN, MAYOR

WITNESS:

H2O SERVICES LLC:

Signature

Signature

Printed Name

Printed Name

APPENDIX A

On-Call Utility Response – Chain of Command

(Updated emergency contact names and numbers will be provided after contract execution)

I. Emergency Situation (Contacts)

1. Mayor or Borough Council Representative from Roosevelt Borough
2. State Police Department
3. Roosevelt Borough Engineer
4. Roosevelt On-Call Utility Contractor

II. Non-Emergency Situation (Contacts)

1. Roosevelt Borough Clerk
2. Roosevelt Borough Engineer

Determination will be made by two individuals as necessary to contact: Mayor or Borough Council Representative, Roosevelt's Public Works, Roosevelt's On-Call Utility Contractor, State Police Department, and/or any other concerned parties.

APPENDIX B
LIST OF RELEVANT PERMITS
FOR THE BOROUGH OF ROOSEVELT
WATER SYSTEM
PWSID # 1341001

Water Allocation Permit No. WAP120001

Bureau of Safe Drinking Water Permit No. 5246

DRBC Docket No. D-1985-008 CP REN 2

BOROUGH OF ROOSEVELT

I, George J. Lang, 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>
H2O Services	Water Management Services	35,000.00


George J. Lang
Chief Financial Officer

Dated: May 29, 2018

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

**RESOLUTION NO. 18-78
MEETING DATE: 05-29-18**

**RESOLUTION AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN CONTRACT
FOR WASTEWATER UTILITY OPERATOR PROFESSIONAL SERVICES TO
LYONS ENVIRONMENTAL SERVICES, LLC, 1105 GREEN GROVE ROAD, SUITE #2,
NEPTUNE, NEW JERSEY 07753**

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

WHEREAS, the Borough of Roosevelt, County of Monmouth, State of New Jersey (the "Borough") has a need to retain the professional services of a wastewater utility operator as a non-fair and open contract pursuant to the provisions of N.J.S.A. 40A:11-1, *et seq.*; and

WHEREAS, the Borough has determined that the value of the services may exceed \$17,500; and

WHEREAS, Lyons Environmental Services, LLC, 1105 Green Grove Road, Suite #2, Neptune, New Jersey 07753, has completed and submitted a Business Entity Disclosure Certification which certifies that Lyons Environmental Services, LLC has not made any reportable contributions to a political or candidate committee in the Borough of Roosevelt in the previous one year, and that the contract will prohibit Lyons Environmental Services, LLC from making any reportable contributions through the term of the contract; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i), requires the public advertisement of notice with respect to contracts for professional services awarded without competitive bids;

NOW THEREFORE, BE IT RESOLVED, that the Governing Body of the Borough of Roosevelt hereby authorizes the Mayor and Municipal Clerk to enter into a contract Lyons Environmental Services, LLC as described herein; and

BE IT FURTHER RESOLVED, the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i), requires the public advertisement of notice with respect to contracts for professional services awarded without competitive bids; and

1. That the Governing Body hereby appoints Lyons Environmental Services, LLC, 1105 Green Grove Road, Suite #2, Neptune, New Jersey 07753, to provide the professional services of a water utility operator to the Borough, and awards the contract which is annexed hereto and made a part hereof (the "Contract"), in accordance with N.J.S.A. 40A:11-1, *et seq.*
2. That the Mayor or other appropriate official of the Borough, on behalf of the Borough, is hereby authorized and directed to execute the Contract and the Municipal Clerk is hereby authorized and directed to attest to the execution of said Contract for professional services in connection with the operation of the Borough's water utility.

3. That this Resolution shall be accompanied by a Certification of Availability of Funds from the Borough's CFO for the monthly flat-fee portion of the Contract, and that the approval of the Contract is subject to the availability of funds for any "non-routine" services described therein and/or any subsequent approvals granted by the Governing Body from time-to-time under the terms of the Contract.
4. That this Contract is awarded without competitive bidding as a professional service and as an exception to the public bidding requirements for water treatment services, pursuant to the Local Public Contracts Law; specifically, N.J.S.A. 40A:11-5.
5. That a notice in accordance with this resolution and the Local Public Contracts Law shall be published one time in Asbury Park Press.
6. That an executed copy of the Contract and a copy of this resolution shall be filed in the office of the Municipal Clerk and be available there for public inspection in accordance with the law.
7. That 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 May 29, 2018.

Kathleen Hart
Borough Clerk

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE BOROUGH OF ROOSEVELT
AND
LYONS ENVIRONMENTAL SERVICES, LLC**

This Professional Services Agreement (the "Agreement") dated as of June 1, 2018 is between the Borough of Roosevelt (hereinafter "the Borough") whose address is 33 North Rochdale Ave, Roosevelt, NJ 08555, and Lyons Environmental Services, LLC ("Lyons"), whose address is 1105 Green Grove Road, Suite #2, Neptune, NJ 07753.

Whereas, the Borough is the owner of the public wastewater system in Roosevelt, NJ and desires to hire Lyons to provide professional management services and operation and maintenance services for the municipality-owned wastewater system; and on-call response and coordination services relative to the Borough's utilities on behalf of the Borough in accordance with the terms herein:

Whereas, Lyons desires to accept such engagement upon the terms and conditions set forth, and

Whereas, the Borough is authorized by law to enter into this Agreement,

Now, therefore in consideration of the promises and the mutual covenants contained herein, the parties agree to the following:

SECTION ONE – SCOPE OF SERVICES

1.1 Routine Services

Beginning on June 1, 2018, or on such other date as mutually acceptable to the Borough and Lyons (the "effective date"), the Borough hereby engages Lyons to provide, and Lyons agrees to provide in accordance with the terms hereof, certain Routine Services as follows:

- (A) Provide for New Jersey State licensed operational coverage of the Borough's wastewater treatment plant and collection system (S-2 & C-2 licenses required);
- (B) Prepare and submit monthly and all other required operations and analysis reports as needed. Lyons acknowledges and agrees that the filing and/or addressing of certain reports due and issues arising prior to the effective date of this Agreement are likely to exist from the prior operator, and such potential services are included in Routine Services.
- (C) Daily operation of the Borough's wastewater treatment plant and collection system, including: (1) 365-day attendance at the wastewater treatment plant; (2) required readings; (3) equipment inspection and routine preventative maintenance; and (4) facility housekeeping.

- (D) Provide for answering service and response to emergency calls on a 24-hour per day basis. Actual time and materials utilized to address any such emergency call-outs shall be billed as Non-Routine Services, at a two-hour minimum.
- (E) Undertake all required analysis for compliance with NJDEP and EPA regulations. On-site analysis is included as Routine Services, with the costs of laboratory certification to be borne by the Borough as set forth in the Laboratory Price List attached hereto as Exhibit A.
- (F) Provide a written monthly report and/or e-mail to the Borough's governing body detailing the services provided and operations performed by Lyons during the preceding month. Every six months, Lyons shall provide a written monthly report and/or e-mail to the Borough's governing body providing an assessment of the capital needs of the Borough's wastewater treatment and collection systems.
- (G) Attend meetings with NJDEP representatives for Compliance Evaluations Inspections or any other purposes relating to the Borough's wastewater treatment and collection systems.
- (H) Lyons will operate and maintain the Borough's systems consistent with generally accepted professional and licensed operation practices and in compliance with all State and Federal regulations and existing and future permits. The work done by Lyons shall be in accordance with Borough's standards, municipal ordinances, and available O&M manuals.

Routine Services shall be provided by Lyons at monthly flat-rate established in Section 4.

1.1A Permits

Regulatory permit renewals shall be prepared by the Borough Engineer. Lyons shall be responsible to provide the Borough Engineer with any and all operational and system data required to be completed in the permit applications. Lyons will be responsible for reviewing and signing permit applications that require signature by the licensed operator.

Any services provided for regulatory permits shall be considered part of Routine Services as described in Section 1.1.

1.2 Non-Routine Services

Beginning on June 1, 2018, or on such other date as mutually acceptable to the Borough and Lyons (the "effective date"), the Borough hereby engages Lyons to provide, and Lyons agrees to provide in accordance with the terms hereof, certain Non-Routine Services as follows:

- (A) Provide all major repair services required on a 24-hour per day basis, including electrical and mechanical repair.

- (B) Perform special projects as required, such as flow rate studies, process control, and treatability studies.
- (C) Prepare or aid in the preparation of submittals to the NJDEP as may be required.
- (D) Perform other projects or tasks as may be authorized from time-to-time by the Borough.

Non-Routine Services shall be provided by Lyons at the hourly billable rates set forth in the Labor Rates attached hereto as Exhibit B.

Approval by the Borough (through a Resolution of its Governing Body) will be required for all Non-Routine Services, except for emergency call-outs described in Section 1.1(D).

Lyons shall use its reasonable professional judgment in responding to emergencies and addressing safety issues, and if it is not practical to secure the Borough's consent prior to responding to an emergency, Lyons shall promptly advise the Borough of its actions in respect to the same.

1.3 Exclusions

The Borough shall be responsible for, and Lyons disclaims any responsibility for the costs of sludge removal, chemicals, snow plowing, landscaping, outdoor site maintenance, grass cutting, tree removal, and/or other maintenance of the exterior grounds of the Borough's facilities.

1.4 Insurance Coverages

Lyons will provide at all times during the terms of this agreement the following insurance coverage:

- (A) Workers' compensation insurance in compliance with the state of New Jersey statutes for employees.
- (B) General liability insurance coverage with a minimum combined single limit of \$1,000,000.
- (C) Automobile liability insurance with a combined single coverage limit of \$500,000.
- (D) Professional Liability and Pollution Liability insurance coverages with minimum limits of \$1,000,000 per occurrence/\$2,000,000 aggregate.

Lyons shall name the Borough and Roberts Engineering Group, LLC as additional insureds on the general liability and auto liability coverage and will provide the Borough with certificates of insurance as evidence of the coverage, if requested. The certificates of insurance shall state that no material change or cancellation shall be effective without ninety (90) days notice to the Borough.

SECTION TWO – RESPONSIBILITIES OF THE BOROUGH

2.1 Easement, Permits Licenses

The Borough will maintain in full force all easements, permits, licenses or other similar approvals and consents necessary to operate and maintain the Borough's wastewater treatment and collection systems.

2.2 Access, Maps, etc.

The Borough shall provide access to all system facilities at all times, and will provide all available maps and other drawings of its wastewater treatment and collection systems.

2.3 Capital Expenditures

The Borough shall be responsible for approval of and payment for all capital expenditures. Lyons will supply administrative information and other details as required in a timely manner for approval by the Borough.

2.4 Liability

The Borough shall be responsible for damage and liability of the wastewater systems caused other than by a breach of contract or gross negligence on the part of Lyons.

2.5 Fines

The Borough shall be responsible for all fines and penalties imposed on the water system, unless imposed as a result of a breach of contract or gross negligence on the part of Lyons in which case Lyons Environmental Services shall be responsible.

2.6 Insurance

The Borough will maintain in full force and effect property and liability insurance pertaining to its wastewater treatment and collection systems. Lyons will maintain in full force all insurance pertaining to its duties in the performance of this agreement. Both parties shall arrange that their insurance carriers waive any right of subrogation against the other party.

2.7 Hold Harmless

The Borough will protect and hold Lyons and its employees harmless from and against all liability related to the performance of this agreement or the operation of the water utility systems, including all fines, penalties and assessment, to the extent such liability was not caused by a breach of contract or gross negligence on the part of Lyons.

2.8 Torts

This agreement does not abrogate or waive any immunity available under the New Jersey Tort Claim Act or otherwise available by law, which the Borough and its employees, expressly reserve, unless stated herein to the contrary.

2.9 Obligations

Each party acknowledges that the other party's ability to effectively carry out its obligations under this agreement depends in large part upon the cooperation and prompt and timely fulfillment of each party's obligation hereunder. Each party hereby agrees that it shall execute documents and take such actions at such times and in such manner so as to enable the other party to perform its obligations hereunder.

SECTION THREE – RESPONSIBILITIES OF LYONS

3.1 Services

Lyons will provide all services under this agreement in compliance with all State and Federal regulatory rules, requirements, and laws, and consistent with all local ordinances. Lyons will provide appropriately trained personnel with minimum certifications and or licenses for operation of the Borough's wastewater treatment plant and collections systems, at least one of which will be a properly licensed and certified operator.

3.2 Lyons As An Independent Professional Services Contractor

The parties intended that Lyons shall be an independent Professional Services Contractor, and Lyons and any of its agents or employees in the performance of this agreement shall act in an independent capacity and not as officers, employees or agents of the Borough. The Borough is interested only in the results to be achieved, and the conduct and control of the work will lie solely with Lyons. Lyons shall have the exclusive right to hire, terminate, and discipline its employees. Neither Lyons nor its employees provided under this agreement is to be considered an agent or employee of the Borough for any purpose. Any Lyons employee who performs services for the Borough pursuant to this agreement shall be subject to the provisions of this agreement and Lyons, at the request of the Borough, shall furnish to the Borough satisfactory evidence to that effect.

Lyons shall be responsible for the payment of any reporting of all taxes with respect to its employees and agents, including, without limitation, withholding, unemployment, social security tax, Federal income tax, State income tax, and any other tax required by law.

3.3 Hold Harmless

Lyons shall protect and hold the Borough and its employees harmless from and against all liability relating to the performance of this agreement or the operation of the utility systems, including all fines, penalties or assessments, to the extent such liability was caused by a breach of contract or gross negligence on the part of Lyons or its employees.

SECTION FOUR – COMPENSATION

4.1 Routine Services

As compensation for all services rendered pursuant to Section 1.1 above, Lyons shall bill the Borough on a monthly flat-rate basis, commencing with the Effective Date, as follows:

\$9,075.00 Per Month

This compensation includes labor and transportation costs.

4.2 Laboratory Services

Laboratory Services and related costs are included in the monthly fee to the Borough. Additional laboratory testing as may from time to time be requested by the Borough or the Borough Engineer will be billed as set forth in the Laboratory Price List attached hereto as Exhibit A.

4.3 Non-Routine Services

Non-Routine Services provided by Lyons pursuant to Section 1.2 above shall be invoiced monthly at the billable rates set forth in the Labor Rates attached hereto as Exhibit B.

4.4 Payment Terms

Lyons's invoices for services rendered hereunder and for reimbursement of amounts expended shall be due and payable by the Borough within 45 days of the invoice date.

SECTION FIVE – TERMS OF AGREEMENT AND TERMINATION

5.1 Term

This Agreement shall remain in effect for one year (12 months) from the Effective Date and may be extended as mutually agreed upon by Lyons and the Borough.

5.2 Termination

Either party may terminate this agreement upon ninety (90) days written notice to the other party.

5.3 Authority

The Borough and Lyons warrant and represent that each has the authority to enter into this Agreement. The Borough warrants that it has appropriate funds available for payments to Lyons as required by the Agreement.

5.4 Force Majeure

If because of any act or occurrence beyond the reasonable control of either party, including, without limitation, acts of God, legislation or lawful regulations of any governmental body, court order, fire, flood, explosion, strikes, labor disputes, or shortages, wars or civil commotion, either party is prevented from performing any or all of its obligations hereunder, and if the party unable to perform gives prompt notice to the other party of such force majeure, then such party unable to perform shall be required to resume performance of its obligations under this Agreement only upon termination of the aforementioned force majeure and any time or date limitation shall be extended to the extent such party is so prevented.

5.5 Modification and Amendments

This Agreement may not be modified or amended and no provision hereof shall be waived except in writing and signed by both parties.

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6.1 Affirmative Action

Lyons will conform to the State of New Jersey Affirmative Action requirements, which are attached hereto and made a part hereof. During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

6.2 Pay-To-Play

This contract has not been awarded through a "Fair and Open" process, and therefore the following will apply.

This contract has been awarded to Lyons based on the merits of and the ability of the Lyons to provide the good or services as described herein. This contract was not awarded through a "fair and open" process pursuant to N.J.S.A. 19:44-20.4 et seq. As such, the undersigned does hereby attest that Lyons has neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16 in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect his eligibility to perform this contract, nor will he make a reportable contribution during the term of the contract to any political party committee in the municipality if a member of that political party is serving in an elective public office of that municipality when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that municipality when the contract is awarded. Lyons has filed the Disclosure Form required by N.J.S.A. 19:44A-20.26.

IN WITNESS WHEREOF, Lyons Environmental Services LLC, by its duty authorized officer, and the Borough, by its duly authorized representatives, have executed this Agreement as of the date and year written on page one.

WITNESS:

BOROUGH OF ROOSEVELT:

WITNESS:

LYONS ENVIRONMENTAL SERVICES, LLC:

EXHIBIT A

Lyons Environmental Services, LLC
Labor Rates, Effective 1/1/2018

Lyons Environmental Services, LLC will provide process consulting, environmental consulting, laboratory services, maintenance and repair services to sewerage and water facilities including replacement parts, major repairs and emergency call-out coverage on a time and materials basis, billed on the following schedule:

Employee Grade	Hourly rate Monday to Friday 7AM to 5PM	Hourly rate Saturdays and Evenings	Hourly rate Sundays & Holidays
Division I	\$65.00	\$75.00	\$80.00
Division II	\$70.00	\$80.00	\$85.00
Division III	\$75.00	\$85.00	\$90.00
Division IV	\$100.00	\$125.00	\$125.00

Division I - Operator trainees, environmental technicians, laboratory technicians, repairmen helpers, mechanics helpers, and laborers.

Division II - Class 1 and Class 2 licensed water, wastewater and industrial operators, journeymen electricians, journeymen plumbers, certified welders, machinists, pipefitters, draftsman, laboratory supervisors and senior environmental technicians.

Division III - Class 3 and Class 4 licensed water, wastewater and industrial operators, lab manager, project managers, licensed electricians and licensed plumbers.

Division IV - Principals and top managers for process design assistance, regulatory and environmental consulting services.

Conditions:

Materials, chemicals and sludge removal billed at manufacturers cost plus 25%.

Electrical or plumbing permits if required at cost plus 15%.

Subcontractors billed at cost plus 20%.

Emergency call outs will be billed with a two-hour minimum.

Charges are portal to portal from Neptune, NJ

Mileage will be invoiced at per mile rate determined by most recent IRS schedule.

Extra clerical work billed at \$45.00 per hour.

EXHIBIT B

(Page 1 of 2)

Laboratory Price List

January 31, 2018

Limited Chemistry

Metals

Acidity.....	\$20.00	Aluminum.....	\$20.00
Alkalinity.....	\$20.00	Arsenic.....	\$30.00
Alkalinity...24 hr\$60..rush	\$40.00	Asbestos in water...	\$175.00
BOD 5 day.....	\$20.00	Cadmium.....	\$30.00
BOD Soluble.....	\$25.00	Copper.....	\$20.00
BOD 20 day.....	\$30.00	Iron.....	\$20.00
BOD Nitrogenous, 20 day....	\$30.00	Lead.....	\$20.00
Calcium.....	\$20.00	Manganese.....	\$20.00
Chloride.....	\$20.00	Mercury \$20 (sludge).	\$40.00
Chlorine, Free or Total....	\$20.00	Sodium.....	\$20.00
Chemical Oxygen Demand.....	\$30.00	Zinc.....	\$30.00
CBOD 5 day.....	\$20.00	Antimony	\$30.00
CBOD 20 day.....	\$30.00	Arsenic	\$30.00
COD.....	\$30.00	Cyanide	\$55.00
Color.	\$98.00	Nickel	\$30.00
Conductivity.....	\$20.00	Silver.	\$30.00
Corrosivity.	\$90.00	Barium	\$30.00
Cyanide.....	\$55.00	Flourine	\$20.00
Enterococci.....	\$40.00	Chromium	\$40.00
Fecal Coliform.....	\$20.00	Chromium, Trivalent	\$90.00
Total Coliform.....	\$20.00	Chromium, Hexavalent	\$75.00
Fluoride.....	\$20.00	PCB'S	\$250.00
Hardness.....	\$50.00		
Hydrogen Ion.....	\$20.00	Trichlorethylene	300.00
Langelier Index..rush\$85...	\$45.00	Dioxin	\$275.00
Most Metals.....	\$30.00	Phenols	\$60.00
Molybdenum	\$20.00	Beryllium	\$30.00
Total Nitrogen.	\$75.00	Selenium	\$30.00
NH3N, Ammonia.24hr rush\$75	\$25.00	Thallium	\$30.00
Nitrogen, Kjeldahl (TKN)...	\$25.00	Gross Alpha	\$182.00
NO3N, Nitrate.24hr rush \$60	\$20.00	Bromodichlor-Methane\$330.00	
NO2N, Nitrite.....	\$20.00	HAA5	\$325.00
Odor	\$20.00	THM	\$195.00
Oil & Grease.....	\$35.00	Sulfide	\$25.00
Oxygen, Dissolved.....	\$20.00		
pH.....	\$10.00		
Petroleum Hydrocarb(Sewer).	\$95.00		
Phenols, Total.....	\$60.00		
Phos, Total...24hr rush\$70.	\$25.00		
Phosphorus, Total (soluble)	\$25.00		
Potassium (k).....	\$50.00		
Solids, Total Dissolved....	\$20.00		
Solids, Total Suspended....	\$20.00		
Solids, Mixed Liquor Susp..	\$20.00		
Solids, Mix Liquor Volatile	\$20.00		
Solids, Total.....	\$25.00		
Solids, Total Volatile.....	\$30.00		
Sulfate.....	\$20.00		
Surfactants (MBAS).....	\$40.00		
Temperature.....	\$20.00		
Total Organic Carbon.....	\$50.00		
Total Organic Halogen.....	\$90.00		
Turbidity.....	\$20.00		

EXHIBIT B

(Page 2 of 2)

Microbiological

Coliform, Fecal MF.....	\$50.00 (One time customer)
Coliform, Total MF.....	\$50.00 (One time customer)
Enterococcus.....	\$35.00
Fecal Strep.	\$30.00
Standard Plate Count.....	\$20.00
Microscopic Particulate Anal..	\$300.00
With Sample Collection...	\$400.00

Special Analytical Services

NJDEPE 008/009 -

Annual Sludge Analysis.....	\$498.00
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Bio-Assay

Acute.....	\$1,500.00
Chronic.	\$1,500.00

NJDEPE Potable Water Analysis

A-280 Analysis.....	\$195.00
Federal Volatile List 1 & 3.....	\$180.00
Primary Inorganics.....	\$200.00
Secondary Drinking Water Standards..	\$200.00
Asbestos.....	\$ 60.00
VOC's on drinking water.....	\$290.00

<i>Standard Potable Well Test.....</i>	\$300.00
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NJDEPE Wastewater Analysis

Wastewater VOC 624.....	\$325.00
Trip Blank.....	\$325.00
Priority Pollutant Organics (ABN's+25)	
Base Neutrals & Acid Extractables..	\$750.00
Pesticides.....	\$220.00
Phenols & Cyanide.....	\$115.00
Dioxin	\$275.00
Trichloroethylene	\$300.00
PCB's	\$275.00

Miscellaneous

Percent Transmittance (UV).....	\$35.00
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72 hour turn around will increase cost by 50%

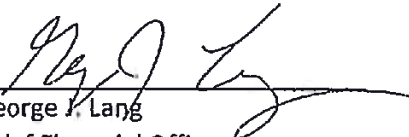
24 hour turn around time will increase cost by 100%

Prices are subject to change without notice.

BOROUGH OF ROOSEVELT

I, George J. Lang, 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>
Lyons Environmental Services	Sewer Management Services	63,525.00


George J. Lang
Chief Financial Officer

Dated: May 29, 2018

BOROUGH OF ROOSEVELT
COUNTY OF MONMOUTH
STATE OF NEW JERSEY

RESOLUTION NO. 18-79
MEETING DATE: 05-29-18

RESOLUTION AUTHORIZING TEMPORARY EMERGENCY APPROPRIATIONS #3

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

WHEREAS, N.J.S.A. 40A:4-20 provides that in addition to temporary appropriations necessary for the period prior to the adoption of the budget and regular appropriations, the Governing Body may, by resolution adopted by 2/3 vote of the full membership thereof, make emergency temporary appropriations for any purposes for which the appropriations may lawfully be made for the period between the beginning of the current fiscal year and the date of the adoption of the budget for said year; and

WHEREAS, the total emergency resolutions adopted in the year 2018 pursuant to the provisions of Chapter 96, P.L. 1951 (N.J.S.A. 40A:4-20) including this resolution total \$434,000.00.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of Roosevelt, that in accordance with the provisions of N.J.S.A. 40A:4-20, the Chief Financial Officer be authorized to make the following emergency temporary budget appropriations in the 2018 current fund temporary budget and that said amount be included under the correct headings in the municipal budget as adopted:

CURRENT FUND:

Borough Council– Other Expenses	300.00
General Administration – Other Expenses	4,000.00
Electricity	1,000.00
Street Lighting	1,500.00
Telephone	500.00
Celebration of Public Events	1,800.00
Buildings and Grounds – Other Expenses	10,000.00
Interest on Bonds	2,000.00

WATER-SEWER OPERATING FUND:

Other Expenses	110,000.00
Interest on Bonds	40,000.00

BE IT FURTHER RESOLVED, that one certified copy of this resolution be filed with the Director of Local Government Services and one certified copy with the Chief Financial Officer.

ROLL CALL:

AYES:

NAYS:

ABSTAIN:

ABSENT:

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on May 29, 2018.

Kathleen Hart
Borough Clerk

MUNICIPAL BUDGET NOTICE
Resolution No. 18-80

Section 1.

Municipal Budget of the BOROUGH of ROOSEVELT , County of MONMOUTH for the Fiscal Year 2018.

Be It Resolved, that the following statements of revenues and appropriations shall constitute the Municipal Budget for the year 2018;

Be It Further Resolved, that said Budget be published in the ASBURY PARK PRESS

in the issue of JUNE 15 , 2018

The Governing Body of the BOROUGH of ROOSEVELT does hereby approve the following as the Budget for the year 2018;

RECORDED VOTE
(Insert last name)

Ayes

Nays

Abstained

Absent

Notice is hereby given that the Budget and Tax Resolution was approved by the MAYOR AND COUNCIL of the BOROUGH
of ROOSEVELT , County of MONMOUTH , on MAY 29 , 2018.

BOROUGH HALL

A Hearing on the Budget and Tax Resolution will be held at 33 N. ROCHDALE AVE., ROOSEVELT, NJ , on JUNE 26 , 2018 at

~~{A.M.}~~

7:00 o'clock ~~(P.M.)~~ at which time and place objections to said Budget and Tax Resolution for the year 2018 may be presented by taxpayers or other
(Cross out one)

interested persons.

**ROOSEVELT BOROUGH
2018 BUDGET WORKSHEET
ANTICIPATED REVENUES**

	<u>2017</u>	<u>2018</u>	<u>INCREASE (DECREASE)</u>
Surplus Anticipated	345,000.00	323,900.00	(21,100.00)
Miscellaneous Revenues			
NET CMPTRA	2,736.00	725.00	(2,011.00)
Energy Tax Receipts	79,113.00	81,124.00	2,011.00
Clean Communities Program	4,000.00	-	(4,000.00)
Recycling Tonnage Grant	537.65	-	(537.65)
Recreation Fees	10,000.00	12,000.00	2,000.00
			-
Total Miscellaneous Revenues	<u>96,386.65</u>	<u>93,849.00</u>	<u>(2,537.65)</u>
			-
Delinquent Taxes	43,000.00	55,000.00	12,000.00
Taxes	<u>648,045.24</u>	<u>648,086.20</u>	<u>40.96</u>
Total General Revenues	<u><u>1,132,431.89</u></u>	<u><u>1,120,835.20</u></u>	<u><u>(11,596.69)</u></u>
Assessed Valuation	85,781,888	85,814,213	32,325.00
Municipal Tax Rate	0.755	0.755	(0.000)
Average Residential Property Value	252,200.00	252,000.00	
Average Residential Municipal Property Tax	1,905	1,903	(2)

**ROOSEVELT BOROUGH
2018 BUDGET WORKSHEET**

		<u>2017</u> <u>Budget</u>	<u>2018</u> <u>Budget</u>	<u>Variance</u>
GENERAL GOVERNMENT:				
General Administration				
20-100	Salaries and Wages	58,956.00	66,456.00	7,500.00
20-100	Other Expenses	18,000.00	38,000.00	20,000.00
20-140	Data Processing	17,000.00	15,000.00	(2,000.00)
Mayor and Council				
20-110	Other Expenses	1,800.00	1,800.00	-
Municipal Clerk				
20-120	Salaries and Wages	62,150.00	45,150.00	(17,000.00)
20-120	Other Expenses	39,600.00	12,400.00	(27,200.00)
Financial Administration				
20-130	Salaries and Wages	21,873.00	21,873.00	-
20-130	Other Expenses	4,650.00	4,400.00	(250.00)
Audit Services				
20-135	Other Expenses	11,100.00	11,400.00	300.00
Tax Collection				
20-145	Salaries and Wages	8,140.00	14,140.00	6,000.00
20-145	Other Expenses	7,750.00	5,750.00	(2,000.00)
Tax Assessment				
20-150	Salaries and Wages	9,167.00	9,167.00	-
20-150	Other Expenses	3,600.00	3,600.00	-
Legal Services and Costs				
20-155	Other Expenses	75,700.00	40,000.00	(35,700.00)
Engineering Services				
20-165	Other Expenses	16,000.00	16,000.00	-
LAND USE ADMINISTRATION:				
Planning Board				
21-180	Salaries and Wages	4,100.00	4,100.00	-
21-180	Other Expenses	13,500.00	13,000.00	(500.00)
Zoning Costs				
21-185	Salaries and Wages	8,900.00	8,900.00	-
21-185	Other Expenses	800.00	800.00	-

**ROOSEVELT BOROUGH
2018 BUDGET WORKSHEET**

		<u>2017</u> <u>Budget</u>	<u>2018</u> <u>Budget</u>	<u>Variance</u>
INSURANCE				
Insurance				
23-225	Unemployment Compensation	1,500.00	1,500.00	-
23-210	Liability Insurance	13,000.00	11,000.00	(2,000.00)
23-215	Workers Compensation	16,000.00	15,000.00	(1,000.00)
23-220	Employee Group Plan	28,000.00	9,000.00	(19,000.00)
PUBLIC SAFETY:				
Emergency Management				
25-252	Other Expenses	500.00	500.00	-
Aid to Volunteer First Aid				
25-260	Other Expenses	20,000.00	20,000.00	-
Fire Department				
25-265	Other Expenses	2,000.00	-	(2,000.00)
Crossing Guards				
25-240	Salaries and Wages	10,000.00	10,000.00	-
PUBLIC WORKS:				
Streets and Roads				
26-290	Salaries and Wages	7,000.00	45,000.00	38,000.00
26-290	Other Expenses	35,750.00	35,750.00	-
Solid Waste & Recycling				
26-305	Other Expenses	24,500.00	25,100.00	600.00
Buildings and Grounds				
26-310	Other Expenses	58,600.00	53,600.00	(5,000.00)
Vehicle Maintenance				
26-315	Other Expenses	1,400.00	2,000.00	600.00
HEALTH AND HUMAN SERVICES:				
Public Health Services				
26-330	Other Expenses	9,000.00	9,000.00	-
Environmental Commission				
27-335	Salaries and Wages	2,200.00	2,200.00	-
27-335	Other Expenses	4,000.00	2,000.00	(2,000.00)
Animal Control				
27-340	Other Expenses	1,000.00	1,000.00	-

**ROOSEVELT BOROUGH
2018 BUDGET WORKSHEET**

		<u>2017</u>	<u>2018</u>	<u>Variance</u>
		<u>Budget</u>	<u>Budget</u>	
PARK AND RECREATION:				
Recreation Services and Programs				
28-370	Salaries and Wages	12,000.00	23,000.00	11,000.00
28-370	Other Expenses	17,200.00	7,200.00	(10,000.00)
MUNICIPAL COURT				
Municipal Court				
42-490	Other Expenses	6,000.00	6,000.00	-
Public Defender				
42-491	Other Expenses	100.00	100.00	-
CODE ENFORCEMENT AND HOUSING				
Code Enforcement				
22-195	Salaries and Wages	1,000.00	1,000.00	-
Housing Inspection				
22-196	Salaries and Wages	2,400.00	2,400.00	-
OTHER OPERATING:				
Celeb. Pub Event				
30-420	Other Expenses	1,500.00	2,200.00	700.00
UTILITIES AND BULK PURCHASES:				
31-430	Electricity	6,000.00	6,000.00	-
31-435	Street Lighting	10,500.00	10,200.00	(300.00)
31-440	Telephone	6,000.00	6,000.00	-
31-446	Gas (Natural and Propane)	6,000.00	6,300.00	300.00
31-460	Gasoline and Diesel Fuel	1,000.00	1,000.00	-
LANDFILL/ SOLID WASTE DISPOSAL:				
Landfill Tipping Fees				
31-465	Other Expenses	32,000.00	32,000.00	-
STATUTORY AND DEFERRED CHARGES				
Public Employees Ret. Sys.				
36-471	Other Expenses	11,000.00	11,000.00	-
Social Security System				
36-472	Other Expenses	17,000.00	17,000.00	-
DCRP				
36-477	Other Expenses	4,000.00	4,000.00	-
Deferred Charges Inside CAP-deficit				
36-485	Water-Sewer Utility Anticipated Deficit	46,000.00	82,033.00	36,033.00
		<hr/>	<hr/>	<hr/>
TOTAL IN CAP		796,936.00	792,019.00	(4,917.00)

**ROOSEVELT BOROUGH
2018 BUDGET WORKSHEET**

	<u>2017</u> <u>Budget</u>	<u>2018</u> <u>Budget</u>	<u>Variance</u>
EXCLUDED FROM CAP:			
#			
40-465 Recycling Tax	1,400.00	1,400.00	-
42-511 Shared Services Agreement Trash- Hightstown	64,260.00	65,545.20	1,285.20
42-513 Monmouth County 911	7,421.00	7,421.00	-
42-512 Shared Services Agreement Clerk- Hightstown	-	-	-
42-514 Shared Service Fire Protection	18,750.00	30,000.00	11,250.00
Federal and State Grants			
41-701 Recycling Tonnage Grant	537.65	-	(537.65)
41-715 Clean Communities Grant	4,000.00	-	(4,000.00)
Deferred Charges			
46-880 Deferred Charges Unfunded Capital	15,377.24	1,000.00	(14,377.24)
CAPITAL IMPROVEMENTS:			
44-901 Capital Improvement Fund	30,000.00	30,000.00	-
44-905 Municipal Building Improvements	-	-	-
DEBT SERVICE			
45-920 Bond Principal	10,000.00	10,000.00	-
45-930 Interest on Bonds	3,750.00	3,450.00	(300.00)
50-800 Reserve Uncollected Taxes	180,000.00	180,000.00	-
TOTAL OUT CAP	<u>335,495.89</u>	<u>328,816.20</u>	<u>(6,679.69)</u>
TOTAL BUDGET	<u>1,132,431.89</u>	<u>1,120,835.20</u>	<u>(11,596.69)</u>

**ROOSEVELT BOROUGH
 WATER - SEWER UTILITY
 2018 BUDGET WORKSHEET
 ANTICIPATED REVENUES**

	<u>2017</u>	<u>2018</u>	<u>INCREASE (DECREASE)</u>
Surplus Anticipated	<u>21,975.11</u>	<u>-</u>	<u>(21,975.11)</u>
Miscellaneous Revenues			
Water Sewer Rents	743,887.34	714,192.20	(29,695.14)
Cell Tower Fees	75,874.11	79,000.80	3,126.69
Interest on Delinquent Rents	10,215.77	10,254.00	38.23
Current Fund(Anticipated Deficit)	46,000.00	82,033.00	36,033.00
Total Water / Sewer Utility Revenues	<u><u>897,952.33</u></u>	<u><u>885,480.00</u></u>	<u><u>(12,472.33)</u></u>

**ROOSEVELT BOROUGH
2018 BUDGET WORKSHEET**

	<u>2017</u> <u>Budget</u>	<u>2018</u> <u>Budget</u>	<u>Variance</u>
Operating			
Water Sewer Salaries			
4001 Salaries and Wages	158,232.00	96,052.00	(62,180.00)
Water Other Expenses			
4002 Other Expenses	172,117.33	194,200.00	22,082.67
Sewer Other Expenses			
4003 Other Expenses	271,200.00	300,300.00	29,100.00
Capital Improvements			
4012 Capital Improvement Fund	-	-	-
Debt Service			
4013 Bond Principal	110,000.00	110,000.00	-
4014 Bond Interest	75,400.00	70,600.00	(4,800.00)
4015 FHA Loans	18,000.00	18,000.00	-
4018 NJEIT 2010 Principal	25,594.00	25,594.00	-
4018a NJEIT 2016 Principal	35,742.00	40,742.00	5,000.00
4019 NJEIT 2010 Interest	2,336.00	3,684.00	1,348.00
4019a NJEIT 2016 Interest	6,960.00	6,708.00	(252.00)
Statutory			
4021 Unemployment Compensation	700.00	600.00	(100.00)
4022 Social Security System	12,200.00	8,000.00	(4,200.00)
4023 PERS	9,471.00	11,000.00	1,529.00
	-	-	-
	<u>897,952.33</u>	<u>885,480.00</u>	<u>(12,472.33)</u>