

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

DRAFT
COUNCIL REGULAR MEETING AGENDA
APRIL 3, 2023 @ 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 6, 2023 which was posted on the Bulletin Board Roosevelt Post Office and in the Borough Hall. The notice was published in The Times and Asbury Park Press.

ROLL CALL

Councilmember Robert Atwood
Councilmember Louis Esakoff
Councilmember Michael Hamilton
Councilmember Constance Herrstrom
Councilmember Steven Macher
Councilmember Joseph Trammell
Mayor Peggy Malkin

MAYOR'S REPORT:

PROCLAMATION:

1. 2023 Arbor Day Proclamation

PUBLIC COMMENT: (Agenda items only)

MINUTES:

1. Regular Meeting Minutes - March 6, 2023

CONSENT AGENDA RESOLUTIONS:

| | |
|------------------|---|
| Resolution 23-43 | Payment of Bills for April 3, 2023 |
| Resolution 23-44 | Resolution Awarding Contract for Periodic Maintenance and Repair of the Borough's Emergency Standby Generators |
| Resolution 23-45 | Sustainable Land Use Pledge Resolution |
| Resolution 23-46 | Resolution Renewing a 3-Year Contract with Passaic Valley Sewerage Commission (PVSC) to Accept the Sludge from the Sewage Treatment Plant |
| Resolution 23-47 | Resolution Authorizing the Award of a Non-Fair and Open Contract for Professional Landscape Architect Services to ETM Associates, LLC for Improvements to the Franklin Delano Roosevelt Memorial Amphitheater |
| Resolution 23-48 | Resolution Authorizing Effluent Pump Repair to Pumping Services, Inc. to Perform Pump Repairs at the Roosevelt Sewage Treatment Plant |

Resolution 23-49

Awarding Contract for Maintenance of Public Lands in the
Borough to Kyle's Lawn and Landscaping

REPORTS OF COMMITTEE CHAIRS:

| | |
|-------------------------|-----------------------|
| Councilmember Atwood | Envi, Health & Safety |
| Councilmember Esakoff | Administration |
| Councilmember Hamilton | Finance |
| Councilmember Herrstrom | Community Dev/Code |
| Councilmember Macher | Public Works |
| Councilmember Trammell | Utilities |

REPORTS OF BOROUGH OFFICIALS:

UNFINISHED BUSINESS:

1. Ordinance Revision regarding Borough Hall Rental
2. NJDOT Grant – Improvements to North Valley Road
3. Speed humps

NEW BUSINESS:

1. Use of Borough Hall: A request to use the Borough Hall by RAP for a meeting on June 3, 2023 from 10am – 12pm. Request form on file.
2. Discussion regarding suspending Water/Sewer for 5 & 6 Cedar Court

PUBLIC COMMENT (Any item)

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

CLOSED SESSION:

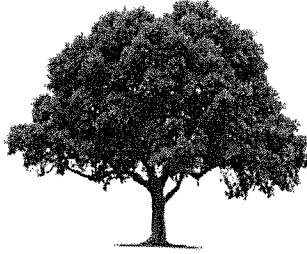
Resolution 23-xx Providing for a Private Executive Meeting that Excludes the Public
Time In: _____ Time Out: _____

ADJOURNMENT

TIME OUT: _____

2023

Arbor Day Proclamation



Roosevelt Borough

Whereas, In 1872, J. Sterling Morton Proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

Whereas, Arbor Day is now observed throughout the nation and the world, and

Whereas, trees can reduce the erosion of topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean air, produce oxygen and provide habitat for wildlife

Whereas, trees are renewable resource giving us paper, wood for building homes, fuel for fires and countless wood products, and

Whereas, trees in our Borough increase property values, enhance the economic vitality of business areas, and beautify our community, and

Whereas, trees greatly enhance the lives of our residents.

Now, Therefore, I, Peggy Malkin, Mayor of the Borough of Roosevelt, Monmouth County, New Jersey, do hereby proclaim April 28, 2023 as Arbor Day in the Borough of Roosevelt

Further, I encourage all our residents to plant a tree and celebrate Arbor Day.

Peggy Malkin, Mayor

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

**RESOLUTION NO. 23-43
MEETING DATE: 04-03-2023**

PAYMENT OF BILLS FOR APRIL 3, 2023

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 April 3, 2023.

Kathleen Hart
Borough Clerk

March 30, 2023
11:46 AM

BOROUGH OF ROOSEVELT
Bill List By Vendor Name

4-3-23 BILL LIST

P.O. Type: All
 Range: First to Last
 Format: Condensed
 Vendors: All
 Rcvd Batch Id Range: First to Last
 Include Non-Budgeted: Y
 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 |
|----------|--------------------------------|----------|----------|--------------------------------|--------|-----------|-------------|----------|---------|
| BOROU005 | BOROUGH OF HIGHTSTOWN | 23-00150 | 03/21/23 | POTHOLE REPAIR | Open | 173.13 | 0.00 | | |
| DONAT005 | DONATO, ESQ., MICHELE | 23-00153 | 03/22/23 | CURLEY-PB REVIEW 2/10-2/28/23 | Open | 155.85 | 0.00 | | |
| HACHC005 | HACH COMPANY | 23-00146 | 03/17/23 | WATER-LAB TESTING SUPPLIES | Open | 311.10 | 0.00 | | |
| JCPL0005 | JCP & L | 23-00152 | 03/21/23 | FEB 2023 ELECTRIC SERVICE | Open | 985.80 | 0.00 | | |
| MUELL005 | MUELLER WATER PRODUCTS, INC. | 22-00207 | 04/07/22 | WATER SAMPLING STATIONS (3) | Open | 3,991.68 | 0.00 | | |
| | | 22-00270 | 05/12/22 | WATER SAMPLING STATIONS (3) | Open | 3,991.68 | 0.00 | | |
| | | | | | | 7,983.36 | | | |
| CITYC005 | MURPHY, MICHAEL J. | 23-00147 | 03/17/23 | 2023 WEBSITE HOSTING | Open | 2,910.00 | 0.00 | | |
| NJADV005 | NJ ADVANCE MEDIA | 23-00151 | 03/21/23 | LEGAL NOTICES-3/10/23 | Open | 112.68 | 0.00 | | |
| ORKIN005 | ORKIN PEST CONTROL SERVICE | 23-00149 | 03/20/23 | MAR 2023 PEST CONTROL | Open | 50.00 | 0.00 | | |
| PETTY005 | PETTY CASH | 23-00156 | 03/24/23 | REIMBURSE PETTY CASH | Open | 17.48 | 0.00 | | |
| | | 23-00158 | 03/24/23 | REIMBURSE PETTY CASH | Open | 24.98 | 0.00 | | |
| | | 23-00159 | 03/24/23 | REIMBURSE PETTY CASH | Open | 13.00 | 0.00 | | |
| | | 23-00164 | 03/28/23 | REIMBURSE PETTY CASH | Open | 90.00 | 0.00 | | |
| | | | | | | 145.46 | | | |
| ROBER005 | ROBERTS ENGINEERING GROUP, LLC | 22-00273 | 05/13/22 | ROAD IMPROVEMENTS:PINE DRIVE | Open | 1,902.25 | 0.00 | | B |
| | | 22-00275 | 05/13/22 | WATER MAIN REPLACEMENT-PINE DR | Open | 515.00 | 0.00 | | B |
| | | 22-00437 | 07/27/22 | ROAD IMPROVEMENTS:TAMARA DRIVE | Open | 4,805.00 | 0.00 | | B |
| | | 22-00438 | 07/27/22 | WATER MAIN REPLACEMENT-TAMARA | Open | 675.00 | 0.00 | | B |
| | | 23-00069 | 02/08/23 | DRBC YEARLY WATER AUDIT | Open | 2,617.50 | 0.00 | | B |
| | | 23-00125 | 03/08/23 | CERT OF 2022 STORMWATER PERMIT | Open | 930.00 | 0.00 | | B |
| | | 23-00165 | 03/28/23 | POOL REVIEW-22 S.ROCHDALE | Open | 703.75 | 0.00 | | |
| | | 23-00166 | 03/29/23 | DRIVEWAY REVIEW-20 S.ROCHDALE | Open | 510.00 | 0.00 | | |
| | | 23-00167 | 03/29/23 | RWV EARLE INVOICE & REPORT | Open | 160.00 | 0.00 | | |
| | | 23-00168 | 03/30/23 | RWV NJDEP FLOOD ORD COMPLIANCE | Open | 80.00 | 0.00 | | |
| | | | | | | 12,898.50 | | | |

March 30, 2023
11:46 AM

BOROUGH OF ROOSEVELT
Bill List By Vendor Name

Page No: 2

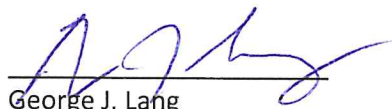
| Vendor # | Name | PO # | PO Date | Description | Status | Amount | Void Amount | Contract | PO Type |
|---------------------------|------------------------------|----------|----------|--------------------------------|--------------------------|-------------------------------|-------------------------|----------|---------|
| ROOSE005 | ROOSEVELT BOARD OF EDUCATION | 23-00155 | 03/23/23 | APR 2023 SCHOOL TAXES | Open | 142,644.00 | 0.00 | | |
| STAPL005 | STAPLES BUSINESS ADVANTAGE | 23-00134 | 03/13/23 | OFFICE & JANITORIAL SUPPLIES | Open | 105.77 | 0.00 | | |
| THEHO010 | THE HOME DEPOT | 23-00148 | 03/20/23 | SAND & FUNNEL | Open | 12.43 | 0.00 | | |
| | | 23-00162 | 03/27/23 | MATERIALS FOR NEW EC SHED ROOF | Open | 190.23 | 0.00 | | |
| | | 23-00163 | 03/27/23 | PANSIES FOR BOROUGH HALL | Open | 17.92 | 0.00 | | |
| | | | | | | <u>220.58</u> | | | |
| VERIZ015 | VERIZON | 23-00169 | 03/30/23 | PHONE/INTERNET-MAR 2023 | Open | 759.44 | 0.00 | | |
| WBMAS005 | W.B. MASON CO., INC. | 23-00154 | 03/22/23 | DELIVERY/RETURN/RENTAL-MAR2023 | Open | 37.96 | 0.00 | | |
| WRNEU005 | W.R. NEUMANN COMPANY, INC. | 23-00006 | 01/12/23 | WATER-2023 SODIUM HYPOCHLORITE | Open | 449.50 | 0.00 | | B |
| WEBOU005 | WEB OUTBACK | 23-00126 | 03/08/23 | RESTROOM RENTAL-JAN 2023 | Open | 150.00 | 0.00 | | |
| Total Purchase Orders: 32 | | | | | Total P.O. Line Items: 0 | Total List Amount: 170,093.13 | Total Void Amount: 0.00 | | |

| Totals by Year-Fund | | | | | | | |
|---------------------|------|-------------------|-------------|-------------------|---------------|-------------|-------------------|
| Fund Description | Fund | Budget Rcvd | Budget Held | Budget Total | Revenue Total | G/L Total | Total |
| | 2-09 | 7,983.36 | 0.00 | 7,983.36 | 0.00 | 0.00 | 7,983.36 |
| | 3-01 | 148,782.96 | 0.00 | 148,782.96 | 0.00 | 0.00 | 148,782.96 |
| | 3-09 | <u>3,947.28</u> | <u>0.00</u> | <u>3,947.28</u> | <u>0.00</u> | <u>0.00</u> | <u>3,947.28</u> |
| Year Total: | | 152,730.24 | 0.00 | 152,730.24 | 0.00 | 0.00 | 152,730.24 |
| | C-04 | 6,819.93 | 0.00 | 6,819.93 | 0.00 | 0.00 | 6,819.93 |
| | C-08 | <u>1,190.00</u> | <u>0.00</u> | <u>1,190.00</u> | <u>0.00</u> | <u>0.00</u> | <u>1,190.00</u> |
| Year Total: | | 8,009.93 | 0.00 | 8,009.93 | 0.00 | 0.00 | 8,009.93 |
| | T-12 | 1,369.60 | 0.00 | 1,369.60 | 0.00 | 0.00 | 1,369.60 |
| Total of All Funds: | | <u>170,093.13</u> | <u>0.00</u> | <u>170,093.13</u> | <u>0.00</u> | <u>0.00</u> | <u>170,093.13</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> |
|------------------|-----------------------|--------------------|
| 4/3/23 Bill List | various | \$170,093.13 |



George J. Lang
Chief Financial Officer

Dated: 4/3/23

RESOLUTION NO. 23-44
MEETING DATE: 04-03-2023

**RESOLUTION AWARDING CONTRACT FOR PERIODIC MAINTENANCE AND REPAIR OF
THE BOROUGH'S EMERGENCY STANDBY GENERATORS**

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") has a need to retain the services of a qualified contractor for the periodic maintenance and repair of the Borough's four (4) standby emergency generators located at Borough Hall, the Lake Drive lift station, the wastewater treatment plant, and the water treatment plant; and

WHEREAS, the Borough of Roosevelt wishes to utilize, under State Contract No. T2848, Modern Power Systems to perform periodic maintenance consisting of 2 visits each including a tune-up and a check-up along with 4 oil tests and 1 fuel test of the Borough's four (4) standby emergency generators located at Borough Hall, the Lake Drive lift station, the wastewater treatment plant, and the water treatment plant in the amount of \$3,700.00; and

WHEREAS, in accordance with the requirements of the Local Public Contract Law N.J.S.A. 40:11-12 et seq., and the regulations promulgated thereunder, the purchase of goods and services by local contracting units without competitive bids is authorized from vendor(s) with state contracts; and

WHEREAS, the Borough's Chief Financial Officer has certified the availability of funds in the amount of \$3,700.00.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Roosevelt that the Borough hereby authorizes the Modern Power Systems, State Contract No. T2848 for a total amount of \$3,700.00.

BE IT FURTHER RESOLVED that a copy of this Resolution, certified by the Borough Clerk to be a true copy, be forwarded to the following: Modern Power Systems; Borough Treasurer; Borough CFO and Public Works.

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 April 3, 2023.

Kathleen Hart
Borough Clerk

RESOLUTION NO. 23-45
MEETING DATE: 04-03-2023

SUSTAINABLE LAND USE PLEDGE RESOLUTION

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

WHEREAS, land use is an essential component of overall sustainability for a municipality; and

WHEREAS, poor land-use decisions can lead to and increase societal ills such as decreased mobility, high housing costs, increased greenhouse gas emissions, loss of open space and the degradation of natural resources; and

WHEREAS, well planned land use can create transportation choices, provide for a range of housing options, create walkable communities, preserve open space, provide for adequate recreation, and allow for the continued protection and use of vital natural resources; and

WHEREAS, Given New Jersey's strong tradition of home rule and local authority over planning and zoning, achieving a statewide sustainable land use pattern will require municipalities to take the lead.

NOW THEREFORE, we the Borough of Roosevelt, County of Monmouth, State of New Jersey resolve to take the following steps with regard to our municipal land-use decisions with the intent of making the Borough of Roosevelt a truly sustainable community. It is our intent to include these principles in the next master plan revision and reexamination report and to update our land-use zoning, natural resource protection, and other ordinances accordingly.

Regional Cooperation - We pledge to reach out to administrations of our neighboring municipalities concerning land-use decisions, and to take into consideration regional impacts when making land-use decisions.

Transportation Choices - We pledge to create transportation choices with a Complete Streets approach by considering all modes of transportation, including walking, biking, transit and automobiles, when planning transportation projects and reviewing development applications. We will reevaluate our parking with the goal of limiting the amount of required parking spaces, promoting shared parking and other innovative parking alternatives, and encouraging structured parking alternatives where appropriate.

Natural Resource Protection - We pledge to take action to protect the natural resources of the State for environmental, recreational and agricultural value, avoiding or mitigating negative impacts to these resources. Further, we pledge to complete a Natural Resources Inventory when feasible to identify and assess the extent of our natural resources and to link natural resource management and protection to carrying capacity analysis, land-use and open space planning.

Mix of Land Uses - We pledge to use our zoning power to allow for a mix of residential, retail, commercial, recreational and other land use types in areas that make the most sense for our municipality and the region, particularly in downtown and town center areas.

Housing Options - We pledge, through the use of our zoning and revenue generating powers, to foster a diverse mix of housing types and locations, including single- and multi-family, for-sale and rental options, to meet the needs of all people at a range of income levels.

Green Design - We pledge to incorporate the principles of green design and renewable energy generation into municipal buildings to the extent feasible and when updating our site plan and subdivision requirements for residential and commercial buildings.

Municipal Facilities Siting - We pledge, to the extent feasible, to take into consideration factors such as walkability, bikability, greater access to public transit, proximity to other land-use types, and open space when locating new or relocated municipal facilities.

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 April 3, 2023.

Kathleen Hart
Borough Clerk

RESOLUTION NO: 23-46
MEETING DATE: 07-13-2020

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

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

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

WHEREAS, the current contract with PVSC will expire on July 20, 2023; and

WHEREAS, PVSC has sent the Borough of Roosevelt a renewal agreement for a 3-year term, with no rate increase; and

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

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

NOW, THEREFORE, BE IT RESOLVED, the Borough of Roosevelt hereby agrees to renew a 3-year contract with Passaic Valley Sewerage Commission to accept the sludge from the sewage treatment plant at a rate of \$48/1,000 gallons.

ROLL CALL:

AYES:

NAYS:

ABSTAIN:

ABSENT:

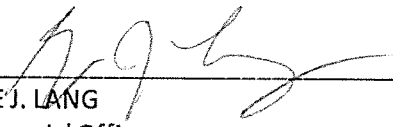
CERTIFICATION

I HEREBY CERTIFY the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on April 3, 2023.

Kathleen Hart
Borough Clerk

CERTIFICATION OF FUNDS

I, George J. Lang, Chief Financial Officer of the Borough of Roosevelt, do hereby certify that funds are available to enter into a contract (3 years: July 2023 – July 2026) with the Passaic Valley Sewage Commission in the amount of \$48.00 per 1000 gallons for the disposal of liquid sludge waste and that the funds are and will be appropriated in the 2023, 2024, 2025 and 2026 budgets.



GEORGE J. LANG
Chief Financial Officer

Date: 4/3/23

RESOLUTION NO. 23-47
MEETING DATE: 04-03-2023

**RESOLUTION AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN
CONTRACT FOR PROFESSIONAL LANDSCAPE ARCHITECT SERVICES
TO ETM ASSOCIATES, LLC FOR IMPROVEMENTS TO THE
FRANKLIN DELANO ROOSEVELT MEMORIAL AMPHITHEATER**

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 landscape architect for the improvement of public lands at the Franklin Delano Roosevelt Memorial Amphitheater; and

WHEREAS, the Borough has determined that the value of the services will exceed the bid threshold of \$17,500.00; and

WHEREAS, the Fund for Roosevelt has pledged to fund the services of a licensed landscape architect for the improvement of the Franklin Delano Roosevelt Memorial Amphitheater up to \$50,000.00; and

WHEREAS, the Borough has solicited a Fee Proposal in the amount of \$49,900.00 from a licensed landscape architect, ETM Associates, LLC, which is attached hereto as Exhibit A; and

WHEREAS, the Borough finds that ETM Associates, LLC is qualified according to established professional licensing criteria and New Jersey law;

NOW THEREFORE, BE IT RESOLVED, that the Governing Body of the Borough of Roosevelt authorizes the Borough to enter into a professional services contract with ETM Associates, LLC as follows:

1. ETM Associates, LLC is hereby retained to provide professional landscape architect services to the Borough in accordance with the Fee Proposal attached hereto as Exhibit A and made a part hereof;
2. The Mayor or other appropriate official of the Borough, on behalf of the Borough, is hereby authorized and directed to execute the Contract.
3. That this Resolution is subject to the availability of funds for the Contract and payment for 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 the official newspaper.
6. ETM Associates, LLC shall complete and submit a Business Entity Disclosure Certification which certifies that ETM Associates, 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 ETM Associates, LLC from making any reportable contributions through the term of the contract.
7. That an executed copy of the Contract and a copy of this resolution shall be filed in the office of the Borough Clerk and be available there for public inspection in accordance with the law.
8. 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 April 3, 2023.

Kathleen Hart
Borough Clerk

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>Temporary Budget</u> | <u>Total Award</u> |
|---------------------|---------------------------|-------------------------|--------------------|
| ETM Associates, LLC | Amphitheater Improvements | \$50,000.00 | \$49,900.00 |

Only amounts in temporary budget are certified as available. Amounts past the temporary budget are subject to sufficient funds being available in the adopted budget.


George J. Lang
Chief Financial Officer

Dated: 4/3/23

AGREEMENT FOR
PROFESSIONAL LANDSCAPE ARCHITECT SERVICES

THIS AGREEMENT made this ____ day of _____, 2023 by and between the Borough of Roosevelt, 33 North Rochdale Avenue, Roosevelt, New Jersey 08555 (hereinafter, the “Municipality”), and ETM Associates, LLC, 1202 Raritan Avenue, Highland Park, New Jersey 08904 (hereinafter, the “Architect”).

WHEREAS, the Municipality requires the services of a landscape architect for the improvement of public lands at the Franklin Delano Roosevelt Memorial Amphitheater; and

WHEREAS, the Municipality finds that the Architect is qualified according to established professional licensing criteria and New Jersey law; and

WHEREAS, by Resolution, dated April 3, 2023, the Municipality awarded a contract to the Architect for professional landscape architect services in connection with the Municipality’s improvement of public lands at the Franklin Delano Roosevelt Memorial Amphitheater in an amount not to exceed \$49,900.00 (the “Project”);

NOW, THEREFORE, WITNESSETH THIS AGREEMENT that in consideration of the mutual covenants and promises between the parties hereto, it is agreed that:

I. PROJECT SCOPE

The services to be provided by the Architect include those services ordinarily required and expected of a landscape architect engaged in the improvement of public lands, and include specifically for this Project: (A) all services up to and including the production and approval of a schematic design and associated elements; (B) preparation of public bid specifications; (C) the completion and filing of an application for project authorization to the New Jersey Historic Preservation Office; and (D) the preparation of an in-house cost estimate based upon the approved schematic design. The Architect’s Fee Proposal is attached hereto as Exhibit A, and shall control the scope of the Architect’s engagement on the Project.

II. STATUS OF ASSOCIATES, EMPLOYEES, AND REPRESENTATIVES

1) The Architect, when engaged in the performance of services related to any duty or responsibility imposed on the Architect by the Municipality or by any government statute, law, regulation or ordinance in connection with the Project, is providing services as an independent contractor to accomplish a defined task for defined compensation hereunder. The Architect shall not be acting as an employee and/or agent of the Municipality.

2) The Municipality authorizes the Architect to secure any and all professional, technical and nontechnical staff, which may from time to time be necessary in the performance of the services authorized.

3) The professional, technical and non-technical staff referred to in subpart 2) hereof, shall be providing services to the Municipality as independent contractors. The professional, technical and non-technical staff referred to in subpart 2) hereof shall not be acting as employees or agents of the Municipality.

III. ARCHITECT'S RESPONSIBILITIES

- 1) To provide, with the usual thoroughness and competence of the profession, professional services noted and set forth in Part I above. No warranty or representation, either expressed or implied, is included or intended.
- 2) To stand ready to explain and defend, under the terms and for the compensation hereinafter mentioned, all services provided.
- 3) To arrange for the Municipality to examine all payroll and cost records relating to the services provided upon five (5) days written notice.
- 4) To obtain the services of sub-contractors or sub-professionals as required and/or ordered by the Municipality for the compensation provided herein.
- 5) To secure and maintain Workmen's Compensation Insurance as required by Law and Liability Insurance as required to protect the Architect from claims for bodily injury, death or property damage which may arise from the performance of services under this Agreement. The limits of said Liability Insurance shall not be less than \$500,000. If requested, the Architect shall provide Certificates of Insurance to the Municipality.
- 6) To provide and maintain Professional Liability (Errors and Omissions) Insurance to protect the Architect from claims which arise from the negligent performance of the Architect under this Agreement. Unless higher limits are requested, the limits of said insurance shall not be less than \$1,000,000 aggregate. If requested, the Architect shall provide Certificates of Insurance to the Municipality.

IV. MUNICIPALITY'S RESPONSIBILITIES

- 1) To provide the Architect with full information as to the Municipality's requirements and with full access to the site of the Project.
- 2) To confirm that funds are available to pay for the services requested and/or authorized and to provide the Architect with a certificate of availability of funds when requested.

- 3) To provide the Architect with reasonable notice when the Municipality will require the Architect to be present at any meeting or to specifically initiate any of the services outlined in Exhibit A hereto.

V. PAYMENT FOR SERVICES

- 1) All services outlined in Part I will be compensated in the amount of \$49,900.00, in accordance with the Municipal governing body's Resolution, dated April 3, 2023.
- 2) No additional work performed by the Architect will be compensated without additional authorization from the Municipal governing body by Resolution.
- 3) Vouchers and/or invoices may be presented monthly for services performed. Such billings shall be due within thirty (30) days of Architect's submission of an audited and approved voucher of payment.

VI. PERIOD OF SERVICE AND TERMINATION

- 1) This Agreement may be terminated upon fifteen (15) days written notice by either party. If such termination occurs, the Architect shall be entitled to compensation for all services rendered prior to the effective date of the termination.
- 2) Unless terminated by act of law or God, or as provided above, this Agreement shall remain in force and shall be binding upon the Architect, the Municipality and their heirs, successors and assigns until the completion of the Project outlined in Exhibit A hereto.

VII. OWNERSHIP & REUSE OF DOCUMENTS

- 1) *Ownership of Documents.* All plans, specifications, field notes, work product, reports, CADD files, magnetic deliverables, and other documents created in connection with the Architect's work ordered by the Municipality shall remain the property of the Municipality for use by the Municipality in current or future programs. Except for the purpose described above, the Architect asserts an exclusive copyright concerning all documents submitted to the Municipality.
- 2) *Reuse of Documents.* All plans, specifications, field notes, work product, reports, CADD files, magnetic deliverables, and other documents prepared by the Architect pursuant to this Agreement are instruments of service in respect of the Project and are considered property of the Municipality upon payment made to the Architect for the work underlying the documents. They are not intended or represented to be suitable for reuse by Municipality or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by Architect for

the specific purpose intended will be at Municipality's sole risk, with no liability or legal exposure to Architect; and Municipality shall indemnify and hold harmless Architect from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

VIII. MANDATORY CONTRACTUAL LANGUAGE

Pursuant to New Jersey law, the Mandatory Equal Employment Opportunity Language for Goods, Professional Service and General Service Contracts is annexed hereto as Exhibit B and is hereby incorporated into this Contract; and the Affirmative Action Regulations are annexed hereto as Exhibit C and are hereby incorporated into this Contract; and the Mandatory ADA Compliance Language is annexed hereto as Exhibit D and is hereby incorporated into this Contract;

IX. SEVERABILITY

If any provision of this Agreement is held unenforceable by a court of law or equity, the Agreement shall be construed as if such provision did not exist. The unenforceability of such provision shall not render any other provision of this Agreement unenforceable.

X. "PAY-TO-PLAY" COMPLIANCE

This contract has been awarded through a "Non-Fair and Open" process, and therefore, the Architect shall complete all required forms and comply with all applicable laws, ordinances, and regulations under the New Jersey Pay-to-Play Law.

The contractor is aware that the Borough has adopted Ordinance No. 254 which requires public contracting reform and prohibits certain professional service contractors, during the term of their Agreements with the Borough, from making contributions, or pledges thereof, of money or other in-kind donations, to any Borough of Roosevelt candidate or holder of the public office within the Borough having ultimate responsibility for the award of their contracts. The parties hereby recognize that the contractor is subject to this prohibition. It shall, therefore, be a breach of this Agreement for the contractor to violate the requirements of Ordinance No. 254 during the term of this Agreement. The contractor has executed a sworn statement regarding compliance with Ordinance No. 254 prior to the full execution of this Agreement, which is attached hereto as Exhibit E.

XI. AUTHORIZATION OF AGREEMENT

This Agreement is entered into under the Municipal governing body's authorization as set forth in its Resolution, dated April 3, 2023, which is attached hereto as Exhibit F.

[SIGNATURES FOLLOW ON NEXT PAGE]

ATTEST:

MUNICIPALITY:

KATHLEEN HART, BOROUGH CLERK

MAYOR PEGGY MALKIN

ATTEST:

ARCHITECT:

Printed Name: _____

Printed Name: _____

EXHIBIT A

Restoration of the Franklin Delano Roosevelt Memorial Amphitheater

REVISED FEE TABLE - 03/22/023

Base Bid

| TASK | AMOUNT/TASK |
|--|-----------------|
| A. Services up to and including approval of schematic design and design elements. | \$14,600 |
| B. Services from approval of design to approval of contractor(s) bids. | \$30,200 |
| C. Application for Project Authorization to NJ Historic Preservation Office | \$2,500 |
| D. Preparation of an <u>in-house</u> cost estimate for the work based on the completed and approved schematic design. (IN-House) | \$2,600 |
| TOTAL COST - BASE BID | \$49,900 |

EXHIBIT B

MANDATORY LANGUAGE FOR PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS P.L. 1975, C. 127 (N.J.A.C. 17:27-3.5)

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, sex, affectional or sexual orientation, gender identity or expression or disability. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, 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 equal employment opportunity 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, 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 the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and female workers consistent with good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, 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 targeted employment goal, 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, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

Submitted by: NAME OF FIRM _____

Signature _____

Date _____

EXHIBIT C

AFFIRMATIVE ACTION REGULATIONS

PUBLIC LAW 1975, c. 127 (N.J.A.C. 17:27)

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L. 1975, c. 127, (N.J.A.C. 17:27). Prior to the date of the award, the contractor shall present one of the following:

1. A letter from the U. S. Department of Labor that the contractor has an existing federally approved or sanctioned Affirmative Action Program.
OR
2. A Certificate of Employee Information Report Approval.
OR
3. If you do not have either of the above, check below:

_____ Please send our company an Affirmative Action form for our completion (A.A. 302-Affirmative Action Employee Information Report)

The following questions must be answered by all contractors:

1. Do you have a federally approved or sanctioned Affirmative Action Program?
Yes _____ No _____
2. Do you have a State Certificate of Employee Information Report Approval?
Yes _____ No _____

You shall submit a photostatic copy of such certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27) and agrees to furnish the required documentation pursuant to the law. The contractor must be rejected as non-responsible if the contractor fails to comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27) within the time frame. The Affirmative Action Affidavit for vendors having less than fifty (50) employees is no longer acceptable, a New Jersey Certificate of Approval or A.A. 302 is required.

[Contractor]

EXHIBIT D

Equal Opportunity for Individuals with Disability AMERICANS WITH DISABILITIES ACT OF 1990

The contractor and the Borough of Roosevelt (hereinafter "owner") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101, et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commence pursuant to the Act. The contractor shall indemnify, protect and save harmless the owner, its agents, servants and employees from and against any and all suits, claims, losses, demands or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

WITNESS:

[Contractor]

DATED:

EXHIBIT E

BOROUGH OF ROOSEVELT

POLITICAL CONTRIBUTION CERTIFIED STATEMENT

Completion and Submission of this Form by Contractor Shall Constitute
Compliance with Borough Ordinance No. 254

| | | | |
|---------------------|-----------------|--------------------|--|
| Contractor Name: | | | |
| Contractor Address: | | | |
| Contractor Phone: | Contractor Fax: | Contractor E-Mail: | |

The undersigned being authorized to certify, hereby certifies that, in compliance with the provisions of Borough Ordinance No. 254, the above-listed Business Entity seeking to be a recipient of a professional services contract with the Borough of Roosevelt has not made any political contributions in excess of the monetary thresholds specified in Section 1(c) of Borough Ordinance No. 254 within one calendar year immediately preceding the award of said professional services contract.

I further certify I am aware that if the foregoing is willfully false, I am subject to punishment.

Signature

Printed Name

Title

Date

EXHIBIT F

**BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
BOROUGH OF ROOSEVELT**

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that ETM Associates, LLC has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the preceding one year period to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the Borough of Roosevelt as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

| | |
|-----------------------------------|-------------------------------|
| Mayor Peggy Malkin | Councilperson Joseph Trammell |
| Councilperson Constance Herrstrom | |
| Councilperson Michael Hamilton | |
| Councilperson Robert Atwood | |
| Councilperson Louis Esakoff | |
| Councilperson Steven Macher | |

Part II – Ownership Disclosure Certification

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership
 Corporation
 Sole Proprietorship
 Subchapter S Corporation
 Limited Partnership
 Limited Liability Corporation
 Limited Liability Partnership

| Name of Stock or Shareholder | Home Address |
|------------------------------|--------------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: _____

Signature of Affiant: _____

Title: _____

Printed Name of Affiant : _____

Date: _____

Subscribed and sworn before me this ____ day of _____, 2023

(Witnessed or attested by)

Notary Public

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
BOROUGH OF ROOSEVELT

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

“Local Unit Pay-To-Play Law” (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act:

“business entity” means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

“interest” means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

~~~~~

**The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)**

**19:44A-3 Definitions.** In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

**19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

“The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

**RESOLUTION NO. 23-49**  
**MEETING DATE: 04-03-2023**

**AWARDING CONTRACT FOR MAINTENANCE OF PUBLIC LANDS IN THE  
BOROUGH TO KYLE'S LAWN AND LANDSCAPING**

---

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

**WHEREAS**, the Mayor and Council of the Borough of Roosevelt wish to have an agreement for landscape maintenance of public lands in the Borough; and

**WHEREAS**, requests were sent out for quotes and only one proposal was received as follows:

Kyle's Lawn and Landscaping, LLC                      \$14,136.00

**WHEREAS**, the Chief Financial Officer only certifies the amount in the temporary budget as available and amounts past the temporary budget are subject to sufficient funds being available in the 2023 adopted budget.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Roosevelt that the Borough retain the services of Kyle's Lawn and Landscaping at a price not to exceed \$14,136.00, in accordance with the attached proposal.

**BE IT FURTHER RESOLVED** that a copy of this Resolution, certified by the Borough Clerk to be a true copy, be forwarded to Kyle's Lawn and Landscaping, LLC, the Certified Municipal Financial Officer, the Treasurer and the Attorney.

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and Council hereby approve the proposal and award a contract for maintenance of public lands in the Borough to Kyle's Lawn and Landscaping, LLC in accordance with the attached specifications, for the period of April through October 2023.

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 April 5, 2023.

---

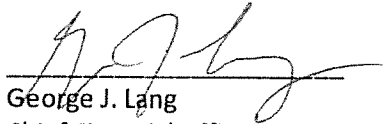
Kathleen Hart  
Borough Clerk

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>Temporary Budget</u> | <u>Total Award</u> |
|--------------------------------|-----------------------|-------------------------|--------------------|
| Kyle's Lawn & Landscaping, LLC | Buildings & Grounds   | 3,000.00                | 14,136.00          |

Only amounts in temporary budget are certified as available. Amounts past the temporary budget are subject to sufficient funds being available in the adopted budget.

  
George J. Lang  
Chief Financial Officer

Dated: 4/3/23