



BOROUGH OF FANWOOD
UNION COUNTY, NEW JERSEY
MAYOR AND BOROUGH COUNCIL

WORK SESSION MEETING
Tuesday, July 6, 2021 ~ 7:00 P.M.

I. OPEN PUBLIC MEETING STATEMENT:

This Meeting was called pursuant to the provisions of the Open Public Meetings Act. Notice of this meeting was sent to the Times, Westfield, New Jersey, the Courier News, Bridgewater, New Jersey, the Star Ledger, Newark, New Jersey, and the Alternate Press (TAP Into.net). In addition, copies of notice were posted on the bulletin board in the Municipal Building and filed in the Office of the Borough Clerk. Notices on the bulletin board have remained continuously posted. Proper notice having been given the Borough Clerk is directed to include this statement in the minutes of this meeting.

II. PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

III. ROLL CALL

Council President Anthony Carter, Jeffrey Banks, Francine Glaser, Erin McElroy Barker, Katherine Mitchell, Patricia Walsh, Mayor Colleen Mahr

IV. EXECUTIVE CLOSED SESSION

Table with 2 columns: ID (2021-07-155) and SUBJECT MATTER (RESOLUTION AUTHORIZING AN EXECUTIVE CLOSED SESSION). Includes sub-points: 1. Contract negotiations, 2. Matters falling within the attorney-client privilege.

V. PRESENTATIONS, DISCUSSIONS, ANNOUNCEMENTS

- a. Discussion Topic: 7/19/2021 Public Hearings
1. CY 2021 Budget
b. Discussion Topic: 7/19/2021 Ordinances
1. 1st Reading: An Ordinance of the Borough of Fanwood, County of Union, and State of New Jersey, Amending Chapter 67 to Provide for Special Law Enforcement Officers
2. 1st Reading: Salary Ordinance Amendment
3. 2nd Reading: O-2021-13-R, An Ordinance by the Borough of Fanwood in Union County, New Jersey Prohibiting the Operation of Any Class of Cannabis Businesses within Its Geographical Boundaries and Amending Chapter 184 of the Fanwood Borough Code
4. 2nd Reading: O-2021-14-S, Calendar Year 2021 Ordinance to Exceed the Municipal Budget Appropriation Limits and to Establish a Cap Bank (N.J.S.A. 40A: 4-45.14)
5. 2nd Reading: O-2021-15-S, Ordinance Authorizing the Execution and Acknowledgment and Delivery by the Borough of Fanwood of Certain Agreements in Relation to Borough Guaranteed Lease Revenue Notes/Bonds (Fanwood Public Works Facility Project) of the Union County Improvement Authority
6. 2nd Reading: O-2021-16-S, Ordinance Authorizing the Guaranty by the Borough of Fanwood,

New Jersey of Payment of Principal of and Interest on the Borough Guaranteed Lease Revenue Notes/Bonds (Fanwood Public Works Facility Project) of the Union County Improvement Authority in an Aggregate Principal Amount Not Exceeding \$8,000,000

- c. Discussion Topic: **7/19/2021 Resolutions**
1. Resolution - Contract Increase to Shain Schaffer
 2. Resolution - Cancelling Grant Balances
 3. Resolution - Shared Service Agreement with Rahway for Construction Code Services

VI. STANDING COMMITTEE REPORTS

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| <ol style="list-style-type: none"> 1. Administration and Finance
Municipal Court 2. Public Safety 3. Public Works
Department of Public Works
Engineering
Construction/ Building Department 4. Land Use & Historic Preservation
Fanwood Memorial Library 5. Recreation and Community Services 6. Health and Senior Citizens Services 7. Executive Projects & Appointments
Downtown Economic Development | <p><i>Councilmember Erin McElroy Barker</i>
Catherine L. Frank, Municipal Court Administrator</p> <p><i>Police Commissioner Patricia Walsh</i></p> <p><i>Councilmember Francine Glaser</i>
Clinton H. Dickson, Director
Antonios Panagopoulos, Borough Engineer
Frank Spallone, Construction Official</p> <p><i>Councilmember Jeffrey Banks</i>
Dan Weiss, Director</p> <p><i>Council President Anthony Carter</i></p> <p><i>Councilmember Katherine Mitchell</i></p> <p><i>Mayor Colleen Mahr</i>
Elizabeth Jeffery, Director</p> |
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VII. UNFINISHED (OLD) BUSINESS

VIII. NEW BUSINESS (Action Items)

2021-07-156 (A&F)	RESOLUTION EXTENDING THE GRACE PERIOD FOR 3 RD QUARTER TAXES Administration and Finance: Councilmember Erin McElroy Barker
2021-07-157 (A&F)	RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION Administration and Finance: Councilmember Erin McElroy Barker
2021-07-158 (PUB. SAFETY)	RESOLUTION ACCEPTING ARBITRATION AWARD WITH PBA Public Safety: Police Commissioner Patricia Walsh
2021-07-159 (PUB. SAFETY)	RESOLUTION IMPLEMENTING INCREASES AS PER THE COLLECTIVE BARGAINING AGREEMENT WITH THE FANWOOD POLICE DEPARTMENT – TIMOTHY GREEN Public Safety: Police Commissioner Patricia Walsh
2021-07-160 (LU & HP)	RESOLUTION AUTHORIZING THE BOROUGH TO ENTER INTO AN AGREEMENT WITH THE BOROUGH’S HISTORICAL ARCHITECT FOR THE DESIGN OF THE EXTERIOR OF THE NEW FANWOOD MEMORIAL LIBRARY TO CONNOLLY & HICKEY AT A FEE NOT TO EXCEED \$9,900.00 Land Use & Historic Preservation: Councilmember Jeffrey Banks

IX. PRIVILEGE OF THE FLOOR BY THE PUBLIC

General comments on any item; 5 minutes per speaker.
Speakers are requested to please state name and address for the record.

X. ADJOURNMENT

***Upcoming Meetings: Regular Meeting of July 19, 2021 - 7:00 PM

BOROUGH OF FANWOOD, UNION COUNTY, NEW JERSEY

RESOLUTION: 2021-06-155	Date of Adoption:
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RESOLUTION AUTHORIZING AN EXECUTIVE CLOSED SESSION

WHEREAS, the Open Public Meetings Act, N.J.S.A. 10:4-7, et seq., commonly known as the "Sunshine Law", requires that Municipal Council meetings be open to the public except for the discussion of certain subjects; and

WHEREAS, the "Sunshine Law" requires that a closed session be authorized by resolution.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Fanwood, County of Union, State of New Jersey that the following portion of this meeting shall be closed to the public and the meeting shall be resumed at the end of the closed session.

BE IT FURTHER RESOLVED that the subjects to be discussed and the time of public release of the minutes of the closed session are indicated below:

SUBJECT MATTER

2. Contract negotiation
3. Matters falling within the attorney-client privilege

TIME WHEN AND THE CIRCUMSTANCES UNDER WHICH THE SUBJECT MATTER CAN BE DISCLOSED:

Upon authorization by the Borough Attorney as required by law.

BOROUGH OF FANWOOD, UNION COUNTY, NEW JERSEY

ORDINANCE: O-2021

AN ORDINANCE OF THE BOROUGH OF FANWOOD, COUNTY OF UNION, AND STATE OF NEW JERSEY, AMENDING CHAPTER 67 TO PROVIDE FOR SPECIAL LAW ENFORCEMENT OFFICERS

WHEREAS, the Borough of Fanwood ("the Borough"), wishes to determine the appropriate ranks and personnel within the Fanwood Police Department; and

BE IT ORDAINED by the Mayor and Council of the Borough of Fanwood, County of Union, State of New Jersey as follows:

Section 67-8 is hereby amended as follows:

E. Special Law Enforcement Officers pursuant to the meaning and definition of "the Special Law Enforcement Act, *N.J.S.A. 40A: 14-146.8 et. seq.*, as amended, may be appointed by the governing body for a term not exceeding one (1) year and shall be under the direction of the Police Director, Chief of Police, or Officer In Charge as the case may be to perform law enforcement functions of the Department, provided that such officers have satisfied such requirements of the New Jersey Police Training Commission in accordance with *N.J.S.A. 40A:14-146.11*. Special Law Enforcement Officers shall possess and exercise all the powers and duties authorized by statute and permitted by law during their term in office. The Director, the Chief of Police, or Officer In Charge may authorize special law enforcement officers, when on duty, to exercise the same powers and authority as regular members of the Police Department, when on duty. The following classes of special law enforcement officers are authorized:

(1) Class One (SLEO I). Officers of this class shall be authorized to perform routine traffic detail, spectator control, and similar duties. Class One officers shall have the power to issue summonses for disorderly persons and petty disorderly persons offenses, violations of municipal ordinances, and violations of Title 39 of the Revised Statutes. The use of a firearm by an officer of this class shall be strictly prohibited and a Class One officer shall not be assigned any duties which may require the carrying or use of a firearm;

(2) Class Two (SLEO II). Officers of this class shall be authorized to exercise full powers and duties similar to those of a permanent, regularly appointed full-time police officer. The use of a firearm by an officer of this class may be authorized only after the officer has been fully certified as successfully completing training as prescribed by the commission, and may only possess the firearm when on-duty;

(3) Class Three (SLEO III). Officers of this class shall be authorized to exercise full powers and duties similar to those of a permanent, regularly appointed full-time police officer while providing security at a public or nonpublic school or a county college on the school or

college premises during hours when the public or nonpublic school or county college is normally in session or when it is occupied by public or nonpublic school or county college students or their teachers or professors. While on duty in the jurisdiction of employment, an officer may respond to offenses or emergencies off school or college grounds if they occur in the officer's presence while traveling to a school facility or county college, but an officer shall not otherwise be dispatched or dedicated to any assignment off school or college property;

(4) The powers, rights and duties of any special officer shall immediately cease at the expiration of the term for which they were appointed or upon the revocation of their appointment. The Mayor shall have the power to call upon special officers in cases of emergency or for any special duties and shall have the authority to appoint additional special or temporary officers in cases of emergency. Every special officer shall be fingerprinted and his/her fingerprints shall be filed with the Division of State Police and Federal Bureau of Investigation. The rate of compensation to be paid for services of special police officers shall be fixed by the governing body, from time to time, by ordinance or resolution pursuant to the Borough Code;

(5) The total number of Special Law Enforcement Officers shall not exceed twenty five percent (25%) of the Department

(6) Any individual appointed by the governing body to serve as a Special Law Enforcement Officer under this section shall not be considered as regular members of the Police Department and shall not be entitled to tenure in accordance with *N.J.S.A 40A:14-146.14*.

BE IT FURTHER ORDAINED this section of 67-8 shall take effect as provided by law.

Introduced:
Adopted:

Colleen Mahr, Mayor

Attest: _____
Kathleen Holmes, Clerk

BOROUGH OF FANWOOD, UNION COUNTY, NEW JERSEY

ORDINANCE: O-2021-13-R

AN ORDINANCE BY THE BOROUGH OF FANWOOD IN UNION COUNTY, NEW JERSEY PROHIBITING THE OPERATION OF ANY CLASS OF CANNABIS BUSINESSES WITHIN ITS GEOGRAPHICAL BOUNDARIES AND AMENDING CHAPTER 184 OF THE FANWOOD BOROUGH CODE

WHEREAS, in 2020 New Jersey voters approved Public Question No. 1, which amended the New Jersey Constitution to allow for the legalization of a controlled form of marijuana called "cannabis" for adults at least 21 years of age; and

WHEREAS, on February 22, 2021, Governor Murphy signed into law P.L. 2021, c. 16, known as the "New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act" (the "Act"), which legalizes the recreational use of marijuana by adults 21 years of age or older, and establishes a comprehensive regulatory and licensing scheme for commercial recreational (adult use) cannabis operations, use and possession; and

WHEREAS, the Act establishes six marketplace classes of licensed businesses, including:

- Class 1 Cannabis Cultivator license, for facilities involved in growing and cultivating cannabis;
- Class 2 Cannabis Manufacturer license, for facilities involved in the manufacturing, preparation, and packaging of cannabis items;
- Class 3 Cannabis Wholesaler license, for facilities involved in obtaining and selling cannabis items for later resale by other licensees;
- Class 4 Cannabis Distributor license, for businesses involved in transporting cannabis plants in bulk from on licensed cultivator to another licensed cultivator, or cannabis items in bulk from any type of licensed cannabis business to another;
- Class 5 Cannabis Retailer license for locations at which cannabis items and related supplies are sold to consumers; and
- Class 6 Cannabis Delivery license, for businesses providing courier services for consumer purchases that are fulfilled by a licensed cannabis retailer in order to make deliveries of the purchases items to a consumer, and which service would include the ability of a consumer to make a purchase directly through the cannabis delivery service which would be presented by the delivery service for fulfillment by a retailer and then delivered to a consumer.

WHEREAS, section 31a of the Act authorizes municipalities by ordinance to adopt regulations governing the number of cannabis establishments (defined in section 3 of the Act as “a cannabis cultivator, a cannabis manufacturer, a cannabis wholesaler, or a cannabis retailer”), cannabis distributors or cannabis delivery services allowed to operate within their boundaries, as well as the location manner and times operation of such establishments, distributors or delivery services, and establishing civil penalties for the violation of any such regulations; and

WHEREAS, section 31b of the Act authorizes municipalities by ordinance to prohibit the operation of any one or more classes of cannabis establishments, distributors, or delivery services anywhere in the municipality; and

WHEREAS, section 31b of the Act also stipulates, however, that any municipal regulation or prohibition must be adopted within 180 days of the effective date of the Act (*i.e.*, by August 22, 2021); and

WHEREAS, pursuant to section 31b of the Act, the failure to do so shall mean that for a period of five years thereafter, the growing, cultivating, manufacturing, selling and reselling of cannabis and cannabis items shall be permitted uses in all industrial zones, and the retail selling of cannabis items to consumers shall be a conditional use in all commercial and retail zones; and

WHEREAS, at the conclusion of the initial and any subsequent five-year period following a failure to enact local regulations or prohibitions, the municipality shall again have 180 days to adopt an ordinance regulating or prohibiting cannabis businesses, but any such ordinance would be prospective only and would not apply to any cannabis business already operating within the municipality; and

WHEREAS, the governing body of the Borough of Fanwood has determined that, due to present uncertainties regarding the potential future impacts that allowing one or more classes of cannabis business might have on New Jersey municipalities in general, and on Fanwood in particular, it is at this time necessary and appropriate, and in the best interest of the health, safety and welfare of Fanwood’s residents and members of the public who visit, travel, or conduct business in Fanwood, to amend Fanwood’s zoning regulations to prohibit all manner of marijuana-related land use and development within the geographic boundaries of Fanwood]; and

WHEREAS, officials from two prominent non-profit organizations that have been established for the purpose of advising New Jersey municipalities on legal matters such as have been presented by the Act (those organizations being the New Jersey State League of Municipalities and the New Jersey Institute of Local Government Attorneys) have strongly urged that, due to the complexity and novelty of the Act; the many areas of municipal law that are or may be implicated in decisions as to whether or to what extent cannabis or medical cannabis should be permitted for land use purposes or otherwise regulated in any particular municipality; and the relatively short duration in which the Act would allow such decisions to be made before imposing an automatic authorization of such uses in specified zoning districts subject to unspecified conditions, the most prudent course of action for all municipalities, whether or not generally in favor of cannabis or medical

cannabis land development and uses, would be to prohibit all such uses within the Act's 180-day period in order to ensure sufficient time to carefully review all aspects of the Act and its impacts;

NOW THEREFORE, BE IT ORDAINED, by the governing body of the Borough of Fanwood, in the County of Union, State of New Jersey, as follows:

1. Pursuant to section 31b of the New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act (P.L. 2021, c. 16), all cannabis establishments, cannabis distributors or cannabis delivery services are hereby prohibited from operating anywhere in Fanwood, except for the delivery of cannabis items and related supplies by a delivery service.
2. Chapter 184 of the Fanwood Borough Code is hereby amended by adding to the list of prohibited uses, the following: "All classes of cannabis establishments or cannabis distributors or cannabis delivery services as said terms are defined in section 3 of P.L. 2021, c. 16, but not the delivery of cannabis items and related supplies by a delivery service."
3. Any article, section, paragraph, subsection, clause, or other provision of the Fanwood Borough Code that is inconsistent with the provisions of this ordinance is hereby repealed to the extent of such inconsistency.
4. If any section, paragraph, subsection, clause, or provision of this ordinance shall be adjudged by a court of competent jurisdiction to be invalid, such adjudication shall apply only to the section, paragraph, subsection, clause, or provision so adjudged, and the remainder of this ordinance shall be deemed valid and effective.
5. This ordinance shall take effect upon its passage and publication and filing with the Union County Planning Board, and as otherwise provided for by law.

BE IT FURTHER ORDAINED this section of Chapter 184 shall take effect as provided by law.

BOROUGH OF FANWOOD, UNION COUNTY, NEW JERSEY

ORDINANCE: O-2021-14-S

**CALENDAR YEAR 2021
ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO
ESTABLISH A CAP BANK
(N.J.S.A. 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 up to 1.0% 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 Fanwood in the County of Union finds it advisable and necessary to increase its CY 2021 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 hereby determines that a 3.5% increase in the budget for said year, amounting to \$174,699.20 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 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 of the Borough of Fanwood, in the County of Union, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2021 budget year, the final appropriations of the Borough of Fanwood shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 3.5%, amounting to \$174,699.20, and that the CY 2021 municipal budget for the Borough of Fanwood be approved and adopted in accordance with this ordinance.

BE IT FURTHER ORDAINED, that any 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.

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.

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.

BOROUGH OF FANWOOD, UNION COUNTY, NEW JERSEY

ORDINANCE: O-2021-15-S

ORDINANCE AUTHORIZING THE EXECUTION AND ACKNOWLEDGMENT AND DELIVERY BY THE BOROUGH OF FANWOOD OF CERTAIN AGREEMENTS IN RELATION TO BOROUGH GUARANTEED LEASE REVENUE NOTES/BONDS (FANWOOD PUBLIC WORKS FACILITY PROJECT) OF THE UNION COUNTY IMPROVEMENT AUTHORITY

WHEREAS, the Union County Improvement Authority (the "Authority") has been duly created by an ordinance of the Board of Chosen Freeholders (subsequently renamed as the "Board of County Commissioners") of the County of Union, New Jersey (the "County"), as a public body corporate and politic of the State of New Jersey (the "State") pursuant to and in accordance with the County Improvement Authorities Law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State, as amended and supplemented from time to time (the "Act"); and

WHEREAS, the Borough of Fanwood, New Jersey (the "Borough") has requested that the Authority finance and undertake the acquisition of the site and the planning, design, construction and equipping of the Borough's public works facility to be located at 536 North Avenue (Block 68, Lot 31) in the Borough (the "Improvements") and

WHEREAS, the Authority is desirous of assisting in the financing of the Improvements, to the extent permitted by law; and

WHEREAS, the Authority expects to obtain funds to assist the financing of the Improvements through the issuance of its notes or bonds in an amount not to exceed \$8,000,000 Borough Guaranteed Lease Revenue Notes/Bonds (Fanwood Public Works Facility Project) (the "Obligations") issued pursuant to a Bond Resolution to be adopted by the Authority entitled "Borough Guaranteed Lease Revenue Bond Resolution (Fanwood Public Works Facility Project)" (the "Bond Resolution"); and

WHEREAS, pursuant to the Act, specifically Section 34 thereof (N.J.S.A. 40:37A-77), the Authority is authorized to enter into and perform any lease or other agreement with the Borough for the lease to or use by the Authority of all or any part of any public facility or facilities as determined in Section 11 of the Act (N.J.S.A. 40:37A-54); and

WHEREAS, the Borough intends to lease the real property upon which the Improvements are situated to the Authority pursuant to the terms of a Ground Lease to be dated as of the first day of the month of issuance of the Obligations between the Borough, as lessor, and the Authority, as lessee (together with any amendments thereof or supplements thereto in accordance with its terms, the "Ground Lease");

WHEREAS, pursuant to the Act, specifically Section 35 thereof (N.J.S.A. 40:37A-78), the Authority is authorized to enter into and perform any lease or other agreement with the Borough for the lease to or use by the Borough of all or any part of any public facility or facilities as determined in Section 11 of the Act (N.J.S.A. 40:37A-54); and

WHEREAS, the Authority intends to lease the Improvements and the real property upon which the Improvements are situated to the Borough pursuant to the terms of a Lease and Agreement to be dated as of the first day of the month of issuance of the Obligations between the Authority, as lessor, and the Borough, as lessee (together with any amendments thereof or supplements thereto in accordance with its terms, the "Lease Agreement"); and

WHEREAS, during the term of the Lease Agreement, title to the Improvements will reside with the Borough; and

WHEREAS, in accordance with the terms of the Lease Agreement, (i) the Borough will manage and operate the Improvements, collect and disburse the revenues realized and pay the expenses incurred in connection therewith; and

WHEREAS, in order to induce the prospective purchasers of the Obligations to purchase same, and to provide additional security, the Obligations shall otherwise be secured by a guarantee ordinance adopted by the Borough unconditionally and irrevocably guaranteeing the principal of (including mandatory sinking fund installments, if any) and interest on the Obligations, all pursuant to Section 37 of the Act (N.J.S.A. 40:37A-80); and

WHEREAS, in accordance with Section 13 ("Section 13") of the Act (N.J.S.A. 40:37A-56), prior to the issuance of the Obligations, the Authority shall make a detailed report with respect to such financing to the Board of County Commissioners of the County, which report shall include copies or a description of, without limitation, the various financing documents; and

WHEREAS, in accordance with N.J.S.A. 40A:5A-6 and N.J.S.A. 40:37A-80 the Authority shall make application, on behalf of the Authority and the Borough to the Local Finance Board in the Division of Local Government Services of the Department of Community Affairs of the State (the "Local Finance Board") for the Local Finance Board's review of the financing, including, *inter alia*, the Bond Resolution, the Lease Agreement, the Ground Lease, the Borough Guaranty, and Continuing Disclosure Agreement (the "Financing Documents"); and

WHEREAS, in accordance with the terms of Section 37 of the Act (N.J.S.A. 40:37A-80) and the Borough Guaranty, the Borough shall be obligated, if necessary, to levy *ad valorem* taxes upon all the taxable property within the Borough without limitation as to rate or amount to make the timely payment of the principal of (including mandatory sinking fund installments, if any) and interest on the Obligations; and

WHEREAS, the Authority believes: (i) it is in the public interest to accomplish such purpose; (ii) said purpose is for the health, wealth, convenience or betterment of the inhabitants of the Borough; (iii) the amounts to be expended for said purpose are not unreasonable or exorbitant; and (iv) the proposal is an efficient and feasible means of providing for the needs of the inhabitants of the Borough and will not create an undue financial burden to be placed upon the Borough.

NOW, THEREFORE, BE IT ORDAINED BY THE BROUGH COUNCIL OF THE BOROUGH OF FANWOOD, NEW JERSEY, as follows:

Section 1. The Mayor, Borough Administrator, Chief Financial Officer or such other authorized officer of the Borough (each an "Authorized Officer") are hereby each severally authorized and directed, upon the satisfaction of all the legal conditions precedent to the execution or acknowledgment and delivery by the Borough, of the Financing Documents to be so executed or acknowledged by the Borough.

Section 2. The Clerk of the Borough is hereby authorized and directed, upon the execution or acknowledgment of the Financing Documents in accordance with the terms of Section 1 hereof, to attest to the Authorized Officer's execution or acknowledgment of such documents and is hereby further authorized and directed to thereupon affix the seal of the Borough to such documents.

Section 3. Upon the execution or acknowledgment and attestation of and if required, the placing of the seal on the Financing Documents as contemplated by Sections 1 and 2 hereof, the Authorized Officer is hereby authorized and directed to (i) deliver the fully executed or acknowledged, attested and sealed documents to the other parties thereto and (ii) perform such other actions as the Authorized Officer deems necessary, desirable or convenient in relation to the execution and delivery thereof.

Section 4. The Borough Council of the Borough hereby authorize the performance of any act, the execution or acknowledgment and delivery of any other document, instrument or closing certificates, which the Authorized Officer, deems necessary, desirable or convenient in connection with this contemplated transaction, and the Borough Council hereby directs the Authorized Officer to execute or acknowledge, and cause the Clerk of the Borough to attest and affix the seal to any such documents, instruments or closing certificates, the authorization of which actions shall be conclusively evidenced by the execution or acknowledgment, attestation, affixation and delivery, as the case may be, thereof by such persons. Such closing certificates shall include, without limitation, (a) a determination that any information provided by the Borough in connection with the preparation and distribution of (i) any preliminary official statement or supplement with relation to the Obligations is "deemed final" for the purposes and within the meaning of Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934, as amended ("Rule 15c2-12") and (ii) any official statement or supplement with relation to the Obligations constitutes a final Official Statement for the purposes and within the meaning of Rule 15c2-12, (b) a determination that the Continuing Disclosure Agreement complies with Rule 15c2-12, (c) a determination that any information provided by or on behalf of the Borough or relating to the Borough, the Improvements, the Financing Documents or the transactions contemplated thereby in connection with the preparation and distribution of any such Preliminary Official Statement or the Official Statement complies with Section 10 and Rule 10b-5 of the Securities Exchange Act, and (d) any representations, warranties, covenants, certificates or instruments required by any issuer of a municipal bond insurance policy or any other form of credit enhancement securing all or a portion of the Obligations or the issuer of a rating on all or a portion thereof.

Section 5. The Borough authorizes the Authority to issue its notes or bonds to finance the Improvements.

Section 6. The Clerk of the Borough is hereby directed to publish and post notice of this ordinance as required by law.

Section 7. Upon the adoption hereof, the Clerk of the Borough shall forward certified copies of this ordinance to the Borough Administrator, Chief Financial Officer, Borough Attorney, the Authority, and Bond Counsel to the Authority.

Section 8. This ordinance shall take effect at the time and in the manner prescribed by law.

BOROUGH OF FANWOOD, UNION COUNTY, NEW JERSEY

ORDINANCE: O-2021-16-S

ORDINANCE AUTHORIZING THE GUARANTY BY THE BOROUGH OF FANWOOD, NEW JERSEY OF PAYMENT OF PRINCIPAL OF AND INTEREST ON THE BOROUGH GUARANTEED LEASE REVENUE NOTES/BONDS (FANWOOD PUBIC WORKS FACILITY PROJECT) OF THE UNION COUNTY IMPROVEMENT AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$8,000,000

WHEREAS, the County of Union, New Jersey (the "County"), pursuant to the Improvement Authorities Law of the State of New Jersey (the "State"), constituting Chapter 183 of the Pamphlet Laws of the State of 1960, as amended and supplemented (N.J.S.A. 40:37A-44 et seq.) (the "Act"), has heretofore duly created a body corporate and politic known as The Union County Improvement Authority (the "Authority"); and

WHEREAS, pursuant to Section 80 of the Act, the Borough of Fanwood, New Jersey (the "Borough") is authorized to guaranty unconditionally the punctual payment of the principal of and interest on any obligations of the Authority; and

WHEREAS, the Borough, in order to assist the Authority with the financing and undertaking of the acquisition of the site and the planning, design, construction and equipping of the Borough's public works facility to be located at 536 North Avenue (Block 68, Lot 31) in the Borough (the "Project"), has determined to provide for the guaranty of Borough Guaranteed Lease Revenue Notes/Bonds (Fanwood Pubic Works Facility Project) of the Authority or the refunding of said notes or bonds (the "Obligations") under the resolution of the Authority entitled "Borough Guaranteed Lease Revenue Bond Resolution (Fanwood Pubic Works Facility Project)" or the bond resolution(s) authorizing the refunding of said Obligations (the "Bond Resolution");

NOW, THEREFORE, BE IT ORDAINED BY THE BOROUGH COUNCIL OF THE BOROUGH OF FANWOOD, NEW JERSEY, (not less than two-thirds of all members thereof affirmatively concurring), AS FOLLOWS:

Section 1. This guaranty shall be adopted by the governing body of the Borough in the manner provided for adoption of a bond ordinance as provided in the Local Bond Law, constituting Chapter 169 of the Pamphlet Laws of 1960 of the State, as amended and supplemented (the "Local Bond Law").

Section 2. Pursuant to and in accordance with the terms of the Act, specifically Section 37 of the Act (N.J.S.A. 40:37A-80), the Borough is hereby authorized to and hereby shall fully, unconditionally and irrevocably guaranty the punctual payment of the principal of and interest on the Obligations in an aggregate principal amount not exceeding at any time \$8,000,000, which Obligations are to be issued to finance and/or refinance the Project, on such terms and conditions as may be agreed to by and between the Borough and the Authority and as are reflected in this guaranty and in the guaranty certificate on the face of each Obligation. Upon the endorsement of the Obligations referred to in Section 3 below, the Borough shall be fully, unconditionally and irrevocably obligated to pay the principal of and interest on the Obligations in the same manner and to the same extent as in the case of Obligations issued by the Borough, and, accordingly, the

Borough shall be unconditionally and irrevocably obligated to levy ad valorem taxes upon all the taxable property within the Borough for the payment thereof, without limitation as to rate or amount, when required under the provisions of applicable law. This full, unconditional and irrevocable guaranty of the Borough effected hereby to pay the principal of and interest on the Obligations when due, in accordance with the terms hereof, shall not be abrogated for any reason. Any Obligations which are no longer considered outstanding under the Bond Resolution shall not be counted for the purpose of the \$8,000,000 limitation contained in this guaranty.

Section 3. The Mayor or Chief Financial Officer of the Borough shall, by manual or facsimile signature, execute an endorsement on each of the Obligations evidencing this guaranty by the Borough as to the punctual payment of the principal thereof and interest thereon. The endorsement on each Obligation shall be in substantially the following form, and absent the fully executed endorsement in such form on any such Obligation, such Obligation shall not be entitled to the benefits of this guaranty:

GUARANTY BY THE BOROUGH OF FANWOOD, NEW JERSEY

The payment of the principal of and interest on the within Bond shall be fully, irrevocably and unconditionally guaranteed by the Borough of Fanwood, a body corporate and politic of the State of New Jersey (the "Borough"), in accordance with the provisions of N.J.S.A. 40:37A-80 and the guaranty ordinance of the Borough finally adopted pursuant thereto, and the Borough is fully, irrevocably and unconditionally liable for the payment, when due, of the principal of and interest on this Bond, and if necessary the Borough shall levy *ad valorem* taxes upon all the taxable property within the Borough, without limitation as to rate or amount, in order to make such payment.

IN WITNESS WHEREOF, the Borough of Fanwood, New Jersey, has caused this guaranty to be executed by the Mayor or Chief Financial Officer.

BOROUGH OF FANWOOD, NEW JERSEY

By: _____
Mayor or Chief Financial Officer

The Mayor or Chief Financial Officer is hereby further authorized to execute such other certificates or agreements relating to this guaranty that may be required by the Authority to comply with the terms of the financing documents relating to the Obligations, including, without limitation, (i) any agreements or certificates detailing the time and method that payment under this guaranty shall be made by the Borough, (ii) any letters of representations or similar undertakings to be executed in connection with the sale of the Obligations, setting forth certain representations, warranties and covenants of the Borough as an inducement to the purchase of the Obligations, (iii) any certificates deeming "final" (for the purposes of Rule 15c2-12 of the U.S. Securities and Exchange Commission) any Preliminary or final Official Statements of the Authority in connection with the Obligations, and (iv) any note/bond purchase agreement or continuing disclosure agreement executed in connection with the sale of the Obligations. Such further agreements or certificates shall not abrogate the Borough's responsibilities hereunder,

The Mayor or Chief Financial Officer is hereby further authorized to execute one or more continuing disclosure agreement(s) or other instrument(s) undertaking the secondary disclosure

obligations of the Borough required by Rule 15c2-12 of the United States Securities and Exchange Commission in connection with the issuance of any Obligations by the Authority.

Section 4. It is hereby found, determined and declared by the governing body of the Borough that:

(a) This guaranty may be adopted notwithstanding any statutory debt or other limitations, including particularly any limitation or requirement under or pursuant to the Local Bond Law, but the aggregate principal amount of the Obligations that shall be entitled to the benefits of this guaranty, being an amount not to exceed \$8,000,000 outstanding at any time, shall after their issuance be included in the gross debt of the Borough for the purpose of determining the indebtedness of the Borough under or pursuant to the Local Bond Law.

(b) The principal amount of Obligations entitled to the benefits of this guaranty and included in the gross debt of the Borough shall be deducted, and is hereby declared to be and to constitute a deduction, from such gross debt under and for all the purposes of the Local Bond Law (i) from and after the time of issuance of the Obligations until the end of the fiscal year beginning next after the completion of the acquisition or construction of the project to be financed from the proceeds of the Obligations, and (ii) in any annual debt statement filed pursuant to the Local Bond Law as of the end of said fiscal year or any subsequent fiscal year, if the revenues or other receipts or moneys of the Authority in such fiscal year are sufficient to pay its expenses of operation and maintenance in such fiscal year and all amounts payable in such fiscal year on account of the principal of and interest on all such guaranteed Obligations, all Obligations of the Borough issued as provided in Section 36 of the Act (N.J.S.A. 40:37A-79), and all Obligations of the Authority issued under the Act.

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

(a) The maximum outstanding principal amount of Obligations of the Authority that are hereby and hereunder guaranteed as to the punctual payment of the principal thereof and interest thereon at any time is \$8,000,000.

(b) The purpose described in this guaranty is not a current expense of the Borough, and no part of the cost thereof has been or shall be assessed on property specially benefited thereby.

(c) A supplemental debt statement of the Borough has been duly made and filed in the office of the Clerk of the Board, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State, and such debt statement shows that while the gross debt of the Borough, as defined in the Local Bond Law, is increased by this guaranty by \$8,000,000, in accordance with the provisions of the Act, the net debt of the Borough is not increased, and the obligation of the Borough authorized by or incurred pursuant to the terms of this guaranty is permitted by an exception to the debt limitations of the Local Bond Law, which exception is contained in the Act.

(d) All other items to be contained in a bond ordinance adopted pursuant to the Local Bond Law are hereby determined to be inapplicable to the Borough's guaranty of the Obligations hereby.

Section 6. This guaranty shall take effect at the time and in the manner provided by law.

BOROUGH OF FANWOOD, UNION COUNTY, NEW JERSEY

RESOLUTION: 2021-07-xxx	
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RESOLUTION AUTHORIZING A CONTRACT AMENDMENT FOR THE BOROUGH'S TAX APPEAL ATTORNEY

WHEREAS, Shain Shaffer was appointed the Tax Appeal Attorney for the the Borough of Fanwood ("the Borough") for the year commencing January1, 2021; and

WHEREAS, the 2021 invoices received from Shain Shaffer exceed the authorized amount in the contract;

WHEREAS, the governing body wishes to remain current with its obligations;

NOW THEREFORE BE IT RESOLVED, that the contract of Shain Shaffer. is hereby amended by the governing body to accommodate the amount of 5,000.00

Attached hereto is the certification of the Chief Financial Officer of the Borough of Fanwood which states that there are legally appointed funds to cover the costs of amended contract.

This is to certify that the above is a true copy of a resolution adopted by the Borough Council on July 6, 2021.

Kathleen Holmes,
Borough Clerk

BOROUGH OF FANWOOD, UNION COUNTY, NEW JERSEY

RRESOLUTION: 2021-07-xxx

RESOLUTION TO CANCEL GRANT RECEIVABLE BALANCES

WHEREAS, the Borough of Fanwood (“the Borough”) has received grants in past years that are completed or not needed any longer; and

WHEREAS, these balances remain on account with the Borough, however they are no longer needed or useful to keep on account with the Borough; and

WHEREAS, it is necessary to formally cancel these balances from the Borough’s accounts; and

NOW THEREFORE BE IT RESOLVED, that the governing body hereby cancels the following account receivables and reserves:

TITLE/DESCRIPTION	RECEIVABLE	RESERVE
Hazardous Mitigation Grant	\$4,700.00	\$67,085.00
Union County Level Playing Field	\$5,000.00	\$15,000.00
NJ Streamside Restoration	\$750.00	\$7.11
NJ EDA		\$.08
NJ Preservation		\$29.58
Ansec Open Space		\$40.49

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

This is to certify that the above is a true copy of a resolution adopted by the Borough Council on July 6, 2021.

Kathleen Holmes,
Borough Clerk

**BOROUGH OF FANWOOD,
UNION COUNTY, NEW JERSEY**

RESOLUTION: 2021-07-xxx	
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**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN THE
BOROUGH OF FANWOOD AND THE CITY OF RAHWAY FOR
A CONSTRUCTION CODE OFFICIAL, BUILDING SUBCODE OFFICIAL AND FIRE
PROTECTION SUBCODE OFFICIAL SERVICE**

WHEREAS, the Borough of Fanwood (“the Borough”) is in need of a Construction Code Official, Building Subcode Official and a Fire Subcode Official; and

WHEREAS, the Borough of Fanwood (“the Borough”) and the City of Rahway (“the City”) have worked out a shared services agreement (“the Agreement”) to share these building code services; and

WHEREAS, the Uniform Shared Services and Consolidation Act, *N.J.S.A. 40A:65-1 et. seq.* authorizes the Borough and the City to enter into an agreement for such shared services;

WHEREAS, the governing body is desirous of entering this Agreement with the City to provide these much needed services for the Borough and its citizens; and

NOW THEREFORE BE IT RESOLVED, the governing body of the Borough of Fanwood hereby authorizes the Mayor to sign the Agreement with the City of Rahway to share a construction code official, building subcode official and fire subcode official intending to be legally bound by the terms contained therein; and

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

BE IT FURTHER RESOLVED that any agreements or amendments between the two local governments be forwarded to the New Jersey Division of Local Government Services of the Department of Community Affairs.

This is to certify that the above is a true copy of a resolution adopted by the Borough Council on June 21, 2021.

Kathleen Holmes,
Borough Clerk

**SHARED SERVICES AGREEMENT
BETWEEN
THE CITY OF RAHWAY
AND
THE BOROUGH OF FANWOOD
FOR CONSTRUCTION CODE OFFICIAL, BUILDING SUBCODE OFFICIAL
AND FIRE PROTECTION SUBCODE OFFICIAL SERVICES**

Pursuant to the provisions of the Uniformed Shared Services and Consolidation Act, N.J.S.A. 40A: 65-1 *et. seq.*, the entities identified herein agree to the following terms and conditions:

THIS AGREEMENT is made by and between the City of Rahway (herein after, the **Provider**) having offices at 1 City Hall Plaza, Rahway, New Jersey 07065, and the Borough of Fanwood (hereinafter referred to as "**Recipient**") having offices at 75 North Martine Ave, Fanwood, New Jersey 07023;

This Shared Services Agreement is made this _____ day of _____, 2021 by and between the City of Rahway, and the Borough of Fanwood, (collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, the Recipient is desirous of utilizing the several Construction Code Services of the Provider to perform Construction Code, Building Subcode and Fire Protection Subcode Official Services for the Recipient; and

WHEREAS, the Provider has a Construction Code Official employed in the City who is capable of providing all the enumerated services and is willing to provide these construction code services to the Recipient; and

WHEREAS, the Recipient and the Provider have agreed to enter into a Shared Services Agreement pursuant to N.J.S.A. 40A:65-4 *et. seq.*, for Construction Code, Building Subcode and Fire Protection Subcode services; and

NOW, THEREFORE in consideration of the mutual promises and joint obligations set forth herein and other valuable consideration, the Provider and the Recipient mutually agree as follows:

I. SERVICES

A. Provider's Obligations

1. The Provider, with the approval of the Recipient by resolution, shall provide Construction Code, Building Subcode and Fire Protection Subcode services through

the Construction Department of the City of Rahway, to the Recipient, and shall bill Recipient quarterly in an amount Not to Exceed \$66,000 annually.

2. The Construction Code Official shall respond to calls for assistance from the Recipient Business Administrator when the contracted service is determined to be necessary by the Recipient Business Administrator.
3. The Construction Code Official shall provide the services when requested by the Recipient Business Administrator, or his/her designee.
4. The Construction Code Official shall be available to respond, during normal business hours, Monday through Friday, 8:30 am – 4:30 pm. The Construction Code Official shall be available to respond to Recipient calls after hours, as needed, at no additional compensation.
5. The Construction Code Official shall report to the Recipient's Business Administrator with respect to all services provided under this Agreement.

B. Recipient's Obligations

1. The Recipient shall pay the Provider for said Construction Code Services at the Not To Exceed amount delineated above, on a quarterly basis.
2. The Recipient shall indemnify, defend and hold the Provider harmless from and against any loss, claim, damage cost or expense, including but not limited to, reasonable attorney fees, resulting from any claim, action, or cause of action by a third party, except if such injury or damage is caused by the negligence or willful misconduct by the Provider, its representatives, consultants, employees and agents, including any worker's compensation claims against the Provider while the official is performing services for the Recipient.

C. Mutual Obligations

1. Services shall commence on July 1, 2021 (the "Service Commencement Date"), through June 30, 2022, upon the adoption of an authorizing resolution by both the Provider and the Recipient and execution of this Shared Services Agreement.

II. **TERM AND TERMINATION**

This Shared Services Agreement shall be **renewed** on an annual basis and shall terminate when either Party provides thirty (30) days written notice of same to the person and address set forth below by certified mail, return receipt requested.

III. MISCELLANEOUS PROVISIONS

1. Any notice required hereunder shall be considered valid if delivered by certified mail to the following:

For the Recipient: Borough of Fanwood
75 North Martine Ave.
Fanwood, New Jersey 07023
Attn: Business Administrator

With a copy to: Borough of Fanwood
Borough Attorney
75 North Martine Ave.
Fanwood, New Jersey 07023
Attn: Russell Huegel, Esq.

For the City: City of Rahway
1 City Hall Plaza
Rahway, New Jersey 07065
Attn: Business Administrator

With a copy to: Louis N. Rainone, Esq.
Rainone, Coughlin, Minchello, LLC
555 U.S. Highway One South, Suite 440
Iselin, New Jersey 08830

2. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.
3. The Parties hereto acknowledge and agree that they and their respective counsel have independently reviewed and made changes to this Shared Services Agreement and that the normal rules of construction, whereby ambiguities are to be resolved against the drafting party, shall be inapplicable to this Shared Services Agreement.
4. If any provision of this Shared Services Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the remaining provisions of this Shared Services Agreement, all of which shall remain in full force and effect.
5. This Shared Services Agreement may not be amended, modified or supplemented by the parties hereto in any manner, except by an instrument in writing signed by each of the parties hereto.

6. This Agreement may be executed in any number of counterparts each of which shall be executed by the Recipient and the Provider and all of which shall be regarded for all purposes as one original and shall constitute and be but one and the same.

IN WITNESS WHEREOF, the Parties hereto have executed this Shared Services Agreement as of the date first above written.

ATTEST:

BOROUGH OF FANWOOD

Municipal Clerk

By: _____

Colleen Mahr
Mayor

ATTEST:

CITY OF RAHWAY

Municipal Clerk

By: _____

Raymond A. Giacobbe
Mayor

**BOROUGH OF FANWOOD
COUNTY OF UNION**

RESOLUTION NO. 21-07-156	
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EXTENDING GRACE PERIOD FOR 3RD QUARTER TAXES, 2021

WHEREAS, due to the delay in the adoption of the Municipal budget, the County will be delayed in striking a final tax rate for the Borough for calendar year 2021.

WHEREAS, as a result, the Tax Collector has determined that the printing and mailing of final tax bills for 2021 will be held up and will not meet the statutory requirement relative to the timing of mailing bills.

NOW THEREFORE BE IT RESOLVED the Mayor and Council of the Borough of Fanwood do hereby authorize that the grace period to pay 3rd quarter property taxes, which are due on August 1st, be extended.

BE IT FURTHER RESOLVED that the Tax Collector include notice with the bill indicating the date payment will be due in accordance with State Statutes.

BOROUGH OF FANWOOD, UNION COUNTY, NEW JERSEY

RESOLUTION: 2021-07-157	ADOPTED:
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RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION

WHEREAS, an emergent condition has arisen in that the Borough of Fanwood is expected to enter into contracts, commitments or payments prior to the CY 2021 Budget and no adequate provision has been made in the CY 2021 temporary budget for the afore said purposes, and

WHEREAS, N.J.S.A.: 40-20 provides for the creation of an emergency temporary appropriation for said purpose, and

WHEREAS, the total emergency temporary appropriation resolutions adopted in the year CY 2021 pursuant to the provisions of Chapter 96, P.L. 1951 (N.J.S.A. 40A:4-20) including this resolution total \$6,387,281.08

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Fanwood, in the County of Union and State of New Jersey (not less than two-thirds of all the members thereof affirmatively concurring) that in accordance with the provisions of N.J.S.A. 40A:4-20:

Emergency temporary appropriation is and the same are hereby made in the amount of \$875,182.21 as follows:

Salary & Wage:			
Finance S&W	\$10,000.00	Tax Assessor S&W	\$3,000.00
Police S&W	\$200,000.00	Fire Enforcement	\$2,000.00
Prosecutor S&W	\$5,000.00	Road Repair S&W	\$100,000.00
Sanitation S&W	\$1,000.00	Communication S&W	\$550.00
Court S&W	\$10,000.00	Engineer S&W	\$25,000.00
Public Defender S&W	\$9,000.00	Bd of Health	\$2,000.00
Clerk S&W	\$30,000.00	Senior Citizen S&W	\$1,200.00
Tax Collector S&W	\$20,000.00	Zoning S&W	\$10,000.00
Mayor S&W	\$5,000.00	Crossing Guard S&W	\$20,000.00
Operations:			
Admin & Exec O&E	\$10,000.00	Mayor O&E	\$1,000.00
Clerk O&E	\$5,000.00	Finance S&W	\$20,000.00
Zoning O&E	\$1,000.00	Dispatch O&E	\$22,600.00
Road Repair O&E	\$30,000.00	Sanitation O&E	\$50,000.00
Downtown Revital O&E	\$30,000.00	Communication O&E	\$20,000.00
Utilities	\$25,000.00	Traffic Lights	\$2,000.00
Interest on Notes	\$129,000.00	Clean Communities Grant	\$13,644.21
Mayor O&E	\$1,000.00	Fire Enforcement O&E	\$500.00
Celebration of Event	\$2,000.00	Senior Citizen O&E	\$2,000.00
Social Security	\$20,000.00	Postage	\$3,000.00
Bd of Health O&E	\$23,688.00	Hydrants	\$10,000.00

BOROUGH OF FANWOOD, UNION COUNTY, NEW JERSEY

RESOLUTION: 2021-07-158	
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RESOLUTION OF THE BOROUGH OF FANWOOD AUTHORIZING AN AGREEMENT WITH THE POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 123 TO SETTLE A FILED GRIEVANCE

WHEREAS, the Borough of Fanwood ("the Borough") and the Policemen's Benevolent Association, Local 123 ("PBA") are parties to a collective bargaining agreement ("Agreement") with a term of January 1, 2018 to December 31, 2021; and

WHEREAS, the PBA filed a grievance contesting the Borough's interpretation and scheduling of compensatory and vacation time; and

WHEREAS, the PBA filed a request for a panel of arbitrators with the Public Employment Relations Commission ("PERC"); and

WHEREAS, PERC assigned a docket number of AR-2021-203 to the PBA's grievance which was pending at the Commission; and

WHEREAS, the parties have engaged in settlement discussions in an effort to amicably resolve the dispute and settle the issue in lieu of a formal hearing at PERC; and

WHEREAS, the governing body wishes to resolve and accept the terms of the settlement agreement proposed by and between the PBA and the Borough's Labor Counsel;

NOW THEREFORE BE IT RESOLVED, the governing body hereby authorizes the Mayor to enter into an Agreement with the Policemen's Benevolent Association, Local 123 to resolve PERC docket number AR-2021-203 which contains the PBA's filed grievance over compensatory and vacation time, intending to be legally bound, and in consideration of the mutual covenants and promises made therein,

IT IS FURTHER RESOLVED that this Resolution shall take effect immediately.

This is to certify that the above is a true copy of a resolution adopted by the Borough Council on July 6, 2021

Kathleen Holmes,
Borough Clerk

SETTLEMENT AGREEMENT

This Agreement is made by and between the **Borough of Fanwood** (“Borough”) and **Policemen’s Benevolent Association, Local 123** (“PBA”) on this ____ day of _____, 2021.

WHEREAS, the Borough and the PBA are parties to a collective negotiations agreement (“CNA”) with a term of January 1, 2018 to December 31, 2021; and

WHEREAS, the PBA filed a grievance contesting the Borough’s unilateral change to the scheduling of compensatory and vacation time; and

WHEREAS, the PBA filed a Request for a Panel of Arbitrators with the Public Employment Relations Commission (“PERC”); and

WHEREAS, the grievance has been advanced to arbitration bearing PERC Docket No. AR-2021-203; and

WHEREAS, Arbitrator Erica Tener has been assigned by PERC as arbitrator of the above matter; and

WHEREAS, the parties have engaged in settlement discussions in an effort to resolve the dispute; and

WHEREAS, the parties have mutually agreed to resolve the matter in lieu of holding a hearing;

NOW THEREFORE, in consideration of the mutual covenants, promises and undertakings herein set forth the parties agree as follows:

1. **VACATION TIME**

A. Requests to use Vacation Time shall be granted pursuant to Article XV of the CNA in effect prior to the implementation of the August 27, 2020 General Order, G.O. Number 2.1.

B. Section IV, Time off, Section B, Vacation Time of G.O. Number 2.1 shall be revised as follows:

Vacation Time

- i. Requests should be made 72-hours prior to the requested day off.
- ii. If the request is made with less than 72-hours' notice, it will be considered on a case-by-case basis, by the division commander.
- iii. Requests shall not be unreasonably denied. Requests shall be denied if they incur overtime ~~or~~ and if another employee is scheduled off.

2. **COMPENSATORY TIME**

A. Requests to use Compensatory Time shall be granted pursuant to Article XV of the CNA in effect prior to the implementation of the August 27, 2020 General Order, G.O. Number 2.1, and the Fair Labor Standards Act.

B. Section IV, Time off, Section D, Compensatory Time of G.O. Number 2.1 shall be revised as follows:

Compensatory Time

- i. Requests should be made 72-hours prior to the requested day off.
- ii. If the request is made with less than 72-hours' notice, it will be considered on a case-by-case basis, by the division commander.

iii. Requests shall not be denied unless the request unduly disrupts the operation of the department. Requests shall only be denied if they incur overtime ~~or~~ and if another employee is scheduled off.

3. This Agreement shall not alter or amend how PBA unit members request or are approved for any other types of leave time.

4. This Agreement is not effective unless and until it is ratified by the PBA and the Borough's governing body.

5. Upon ratification of this Agreement, the Grievance, Docket no. AR-2021-203 shall be deemed withdrawn.

6. Except as so modified herein, the terms of the parties' CNA and all practices shall remain unchanged.

7. The parties agree that the terms set forth herein shall become the *status quo ante* and shall not be unilaterally changed absent mutual agreement following negotiations.

8. Any disputes regarding this Agreement shall be resolved through the grievance procedure set forth in the CNA.

So Agreed.

[SIGNATURES ON NEXT PAGE]

FOR PBA LOCAL 123



Kathy Case, President

FOR THE BOROUGH OF FANWOOD

Colleen Mahr, Mayor

6-24-21

Date:

Date:

**BOROUGH OF FANWOOD,
UNION COUNTY, NEW JERSEY**

RESOLUTION: 2021-07-159	ADOPTED:
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**A RESOLUTION IMPLEMENTING INCREASES AS PER THE COLLECTIVE
BARGAINING AGREEMENT WITH FOR THE FANWOOD POLICE DEPARTMENT**

WHEREAS, the governing body wishes to implement the step increases for eligible members of the Fanwood Police Department previously negotiated and part of the collective bargaining agreement with the Fanwood PBA for the year 2021;

NOW, THEREFORE BE IT RESOLVED the following eligible individuals' compensation shall be adjusted to reflect the indicated amount on the effective date specified:

<u>Name</u>	<u>Step</u>	<u>Effective</u>
Timothy Green	Patrolman F	June 13, 2021

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the payroll clerk so that each individual referenced herein may have their compensation adjusted accordingly.

This is to certify that the above is a true copy of a resolution adopted by the Borough Council on July 6, 2021.

Kathleen Holmes,
Borough Clerk

BOROUGH OF FANWOOD, UNION COUNTY, NEW JERSEY

RESOLUTION: 2021-07-160	
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RESOLUTION AUTHORIZING THE BOROUGH TO ENTER INTO AN AGREEMENT WITH THE BOROUGH'S HISTORICAL ARCHITECT FOR THE DESIGN OF THE EXTERIOR OF THE NEW FANWOOD MEMORIAL LIBRARY

WHEREAS, the Mayor & Council have determined that the Fanwood Memorial Library is in need of repair, renovation and alteration to continue to fulfill its mission to provide the public with access to educational and enriching materials and programming for the residents of Fanwood;

WHEREAS, the State of New Jersey has made funds available for libraries by enacting the Library Construction Bond Act, P.L. 2017, Chapter 149 ("the Act") and thus the Fanwood Memorial Library seeks to apply for funds through the grant process created by the Act;

WHEREAS, the Borough of Fanwood ("the Borough") was awarded significant grant monies from the Library Construction Bond Fund and receipt of these funds has allowed the Borough to move forward with its plans for a new Fanwood Memorial Library in accordance with its goals; and

WHEREAS, the Borough has previously designated the Architectural firm of Connolly & Hickey as the Borough's Historical Architect ("the Historical Architect"); and

WHEREAS, the Historical Architect has provided the Borough with a proposal dated June 25, 2021 to with the goal of replacing, improving and renovating the exterior of the Fanwood Memorial Library and to provide professional services specifically covering the design development of the exterior with plans, drawings and schematics to be submitted to the State of New Jersey consistent with the project's goals; and

WHEREAS, the Borough wishes to move forward with the project by entering into an agreement with the Historical Architect for the professional services referenced above; and

NOW THEREFORE BE IT RESOLVED, that the Mayor and Council of the Borough of Fanwood, in the County of Union, State of New Jersey, authorize the Borough Administrator to enter into an agreement with Connolly & Hickey, P.O. Box 1726, Cranford, New Jersey 07016. for professional architectural services related to the new Fanwood Memorial Library in an amount not to exceed \$9,900.00.

This Resolution shall take effect immediately.

This is to certify that the above is a true copy of a resolution adopted by the Borough Council on July 6, 2021.

Kathleen Holmes,
Borough Clerk



SHORT FORM PROPOSAL

PROJECT: Exterior Design for a New Library
LOCATION: Fanwood, Union County, New Jersey
FOR CONSIDERATION: Fred Tomkins, Fanwood Borough CFO
DATE: 25 June 2021

SCOPE OF SERVICES:

Connolly & Hickey Historical Architects provides this short-form proposal to prepare the design for the exterior of a new public library in Fanwood in place of the existing library within the Fanwood Park Historic District in Fanwood in order to garner approval from the New Jersey Historic Preservation Office (SHPO). Fanwood Park is a New Jersey and National Register-listed Historic District. The current library was constructed in 1951 and is a non-contributing resource to the historic district, whose period of significance is from c.1839 to 1930. However, any project proposed on a Register-listed property in the public domain is subject to review under the New Jersey Register Act for compliance to the Secretary of the Interior's *Standards for the Treatment of Historic Properties*. The design for the new library will be compatible with the architecture of the historic district, which is representative of a late-nineteenth-century picturesque railroad suburban community.

Design Development

Connolly & Hickey has been working with the Borough and their architect on the exterior design for the new library, and the Borough would like the firm to take more of a lead in addressing the concerns of the SHPO by developing the exterior design for the library to align with the requirements established by SHPO. The project design goals are to relook at the volumes of the existing massing and reduce the scale of the building so it better fits within the historic district. In doing this, the firm proposes to simplify the exterior elevation by reducing the massing, simplifying the roof plan, reducing the number of materials, detailing them in a traditional manner, and using material colors that are reflective of late-19th century architecture. The Borough and SHPO would like the building to better reflect the other buildings within the Fanwood Park Historic District yet still outwardly express its use as a public library. In the development of the new exterior design, Connolly & Hickey will make every effort to retain the programmed space already established, however, it is understood that the location of spaces and their volumes may change as a result of the changes to the exterior. Any interior programming changes would be developed by the Borough's architect. The project will result in the final design product that meets the needs of the library while also satisfying the design requirements of the Borough and SHPO.

It would be helpful in the design process if the Borough's architects were willing to share their CAD files for the existing library in plan and section so we have a base to draw from and can adequately gauge the impact any exterior changes may have on the interior plan. We do not want to leave the Borough with a design that is not feasible on the interior.

To ensure a smooth design and review process, Connolly & Hickey will plan to meet with Borough representatives including the Borough's architect to review any design prior to submission to SHPO. If all are in agreement to the approach and that the design has the ability to be readily translated to meet the library's programmatic needs, the design will be submitted to SHPO for input. If this submission receives a preliminary approval from SHPO, any comments made by all parties will be finalized into a better-defined roof plan, exterior elevations and simple 3D rendering to show detailing of the materials and to address any concerns by the SHPO regarding color.

2 N. Union Avenue
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973.746.4911 tel.
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chhistoricalarchitects.com

ARCHITECTURAL DESIGN
HISTORIC PRESERVATION
REHABILITATION
CULTURAL RESOURCE
MANAGEMENT

PROJECT: Exterior Design for a New Library
LOCATION: Fanwood, Union County, New Jersey
DATE: 25 June 2021

Project Authorization

The Design Development documents will be submitted as part of a revised Application for Project Authorization to the SHPO for approval of the new library design. An application was already submitted including the application form with project description and purpose, location maps, existing condition photographs, and preliminary design. The interior design documents and site plan for the proposed library shall be furnished by others. Connolly & Hickey will coordinate the application and the approach with the staff of the SHPO and the Borough of Fanwood and their architects for the interior. The project goal is to obtain a finding of non-encroachment as SHPO staff have essentially agreed a new library is warranted and the scale and detailing need to be compatible with the district. Connolly & Hickey believes that we can help the Borough achieve this goal.

PROJECT TEAM:

Connolly & Hickey Historical Architects is an architecture firm that specializes in the restoration and rehabilitation of historic and older properties with a focus on properties located in New Jersey. The firm provides a full range of architecture and preservation services including planning, stabilization, restoration, and rehabilitation for a variety of cultural resources. **Thomas B. Connolly, AIA** and **Margaret M. Hickey, AIA** are principals of the firm and will work together in preparing the Design Development Documents.

DELIVERABLES:

Connolly & Hickey will provide the Borough and Library with the following deliverables:

- Design Development: Digital and two (2) hard copies of each design submission including but not limited to roof plan, exterior elevations, and a simple 3-D model for massing, material articulation and color purposes.
- Digital submission of Drawings (PDF) for Project Authorization Application

COST PROPOSAL:

The following cost proposal includes all expenses needed to carry out the project.

• Design Development	\$ 8,400
• SHPO Project Authorization (including meetings)	\$ 1,500
Total	\$ 9,900

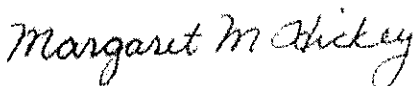
Should additional services be required that are beyond the scope of the basic services of this contract, the following rates will apply:

Connolly & Hickey Historical Architects, LLC

- | | |
|--|-----------------|
| • Principal Architect | \$ 145.00 /hour |
| • Principal Historic Preservation Specialist | \$ 125.00 /hour |
| • Architectural Designer | \$ 75.00 /hour |
| • Drafter | \$ 60.00 /hour |

Thank you for the opportunity to submit this proposal for your consideration. Please do not hesitate to contact me should you require additional information.

Sincerely,



Margaret M. Hickey, AIA
Historic Preservation Specialist



SHORT FORM PROPOSAL

PROJECT: Exterior Design for a New Library
LOCATION: Fanwood, Union County, New Jersey
FOR CONSIDERATION: Fred Tomkins, Fanwood Borough CFO
DATE: 25 June 2021

Page 1 of 2

SCOPE OF SERVICES:

Connolly & Hickey Historical Architects provides this short-form proposal to prepare the design for the exterior of a new public library in Fanwood in place of the existing library within the Fanwood Park Historic District in Fanwood in order to garner approval from the New Jersey Historic Preservation Office (SHPO). Fanwood Park is a New Jersey and National Register-listed Historic District. The current library was constructed in 1951 and is a non-contributing resource to the historic district, whose period of significance is from c.1839 to 1930. However, any project proposed on a Register-listed property in the public domain is subject to review under the New Jersey Register Act for compliance to the Secretary of the Interior's *Standards for the Treatment of Historic Properties*. The design for the new library will be compatible with the architecture of the historic district, which is representative of a late-nineteenth-century picturesque railroad suburban community.

Design Development

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PROJECT: Exterior Design for a New Library
LOCATION: Fanwood, Union County, New Jersey
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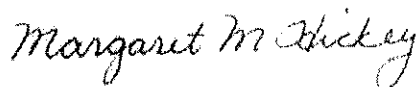
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