

4/30/15

**WORK SESSION**

**7:30 P.M.**

**MAY 5, 2015**

1. Review of Tentative Agenda  
(5 minutes)
2. Council Liaison Reports  
(20 minutes)
3. Recognition of Play & Learn Nursery  
(Mayor Cosgrove)  
(5 minutes)
4. Follow up Door to Door Solicitation  
(Mayor Cosgrove)  
(5 minutes)
5. Zoning Board Annual Report  
(Councilmember Swain)  
(5 minutes)
6. Resolution for the High School Girls Track Team  
(Councilmember Peluso)  
(5 minutes)
7. Special Meeting
8. Miscellaneous Public Comments

**Closed Session:**

1. Personnel - Medical Benefits

NOTE: FORMAL ACTION MAY BE TAKEN AT REGULAR MEETINGS, WORK SESSIONS OR SPECIAL MEETINGS. AGENDAS ARE PUBLISHED 48 HOURS IN ADVANCE TO THE EXTENT KNOWN.

**TENTATIVE AGENDA FOR COUNCIL MEETING  
OF TUESDAY, MAY 12, 2015**

**COUNCIL WORK SESSION**

**MAY 5, 2015**

1. **Call to Order by Mayor**
2. **Statement of compliance with the Open Public Meetings Act**
3. **Roll Call**
4. **Flag Salute**
5. **COUNCIL COMMENTS**
6. **ORDINANCES ON SECOND READING**
  - Ord. 2343-2015 - Mandon Terrace
  - Ord. 2345-2015 – Salary (Parking Enforcement Officer)
  - Ord. 2346-2015 – Receipt of Funds (curb ramps)
  - Ord. 2347-2015 – Receipt of Funds (road resurfacing)
  - Ord. 2348-2015 – Receipt of Funds (Senior Center hand railings)
  - Ord. 2349-2015 – Receipt of Funds (NJDOT Plaza Road)
  - Ord. 2350-2015 – Fire Department
  - Ord. 2351-2015 – Fire Prevention
7. **PUBLIC COMMENTS ON CONSENT AGENDA ITEMS ONLY**
8. **RESOLUTIONS BY CONSENT #12-2015**
  - a. Resol. #247-2015 – Approval of Minutes:
    - Closed Session 4/7/15
    - Work Session 4/7/15
    - Closed Session 4/7/15
    - Regular Meeting 4/14/15
  - b. Resol. #248-2015 – Refund of Overpayment of Taxes
  - c. Resol. #249-2015 - Authorizing Awarding of Contracts with Certain Approved State Contract Vendor - Hertrich Fleet Services (Parking Enforcement Officer's Vehicle)
  - d. Resol. #250-2015 - Interlocal Agreement with the Township of Saddle Brook for the Use of Memorial Pool
  - e. Resol. #251-2015 – Authorizing Execution of Land Lease Agreement with the Fair Lawn Board of Execution – Tennis Court
9. **PUBLIC COMMENTS**

10. ADJOURNMENT

NOTE: FORMAL ACTION MAY BE TAKEN AT REGULAR MEETINGS, WORK SESSIONS OR SPECIAL MEETINGS. AGENDAS ARE PUBLISHED 48 HOURS IN ADVANCE TO THE EXTENT KNOWN.

## **AGENDA**

### **SPECIAL MEETING**

**MAY 5, 2015**

#### **1. RESOLUTION BY CONSENT #11-2015**

- Municipal Clerk reads Resolution by Consent.
- a. Resol. # 238-2015 - Authorizing Entering into an Traffic Signal Agreement with NJDOT for a Traffic Signal on Broadway and E. 55th Street
- Mayor asks for a Mover, Seconder, Roll Call.

#### **2. ADJOURNMENT TO WORK SESSION**

Aye Nay Abstain

Dunay  
Lefkowitz  
Peluso  
Swain  
Cosgrove

May 5, 2015

**CONSENT AGENDA 11-2015**

By

Seconded by

**WHEREAS**, the following resolution having heretofore been placed on this Resolution by Consent Agenda which require no discussion and same having been previously reviewed by each Councilmember, be and is hereby adopted, ratified, and confirmed in its entirety by the Mayor and Council of the Borough of Fair Lawn:

- a. Resol. #238-2015 - Authorizing Entering into an Traffic Signal Agreement with NJDOT for a Traffic Signal on Broadway and E. 55th Street

Aye Nay Abstain

Dunay  
Lefkowitz  
Peluso  
Swain  
Cosgrove

May 5, 2015

**RESOLUTION NO. 238-2015**

By

Seconded by

**WHEREAS**, a traffic condition exists at the intersection of Broadway and E. 55th Street in the Borough of Fair Lawn, in the County of Bergen, which requires the installation and operation of a semi-actuated traffic signal with pedestrian push buttons, lighting and areas of presence detection in order to minimize the possibility of accidents; and

**WHEREAS**, it is necessary to expedite the safe movement and conduct of pedestrian and vehicular traffic; and

**WHEREAS**, the State of New Jersey has indicated its willingness to install a traffic control signal at said intersection; and

**WHEREAS**, the State of New Jersey has proposed a form of Agreement pertaining to the operation and maintenance of said traffic signal;

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and Municipal Clerk of the Borough of Fair Lawn, be and are hereby authorized to enter into an Agreement with the State of New Jersey, acting through its Commissioner of Transportation, for the purpose aforesaid, a copy of said Agreement is attached hereto and made a part hereof;

**BE IT FURTHER RESOLVED**, that the Mayor and Municipal Clerk of the Borough of Fair Lawn, be and are hereby authorized to execute said Agreement.

NEW JERSEY DEPARTMENT OF TRANSPORTATION

TRAFFIC ENGINEERING

TRAFFIC SIGNAL AGREEMENT

ROUTE NJ 4 AND E. 55<sup>th</sup> STREET  
ELMWOOD PARK BOROUGH AND FAIR LAWN BOROUGH, BERGEN COUNTY

THIS AGREEMENT, made the \_\_\_\_\_ day of \_\_\_\_\_ two thousand and fifteen (2015), between the BOROUGH OF ELMWOOD PARK, located at Municipal Building, 182 Market Street, Elmwood Park, New Jersey 07407, hereinafter referred to as BOROUGH OF ELMWOOD PARK, the BOROUGH OF FAIRLAWN, located at Municipal Bldg, 8-01 Fair Lawn Avenue, Fair Lawn, New Jersey 07410, hereinafter referred to as the BOROUGH OF FAIR LAWN, and the State of New Jersey, acting through its Commissioner of Transportation, New Jersey Department of Transportation, located at 1035 Parkway Avenue, P.O. Box 600, Trenton, New Jersey 08625, hereinafter referred to as STATE, witnesses that:

WHEREAS, a traffic condition exists along Route NJ 4 and E.55<sup>th</sup> Street, in the Borough of Elmwood Park and the Borough of Fair Lawn, in the County of Bergen, which requires the installation of a semi-actuated traffic control signal with pedestrian push buttons, image detection system and intersection lighting; and

WHEREAS, the BOROUGH OF ELMWOOD PARK and BOROUGH OF FAIR LAWN have expressed their willingness to cooperate with the STATE to resolve the existing traffic condition at the intersection to achieve the overall objective of safe and efficient movement of traffic on the aforesaid State highway; and,

WHEREAS, it is the purpose of this Agreement to provide for the participation of, the BOROUGH OF ELMWOOD PARK and the BOROUGH OF FAIR LAWN and the STATE in the cost of installation, maintenance and operation of the said traffic signal; and

WHEREAS, the Commissioner, under the powers vested in him by law and as more particularly set forth in N.J.S.A. 27:1A-5 and 27:7-21, has determined that it is in the STATE'S best interest to enter into this Agreement;

ROUTE NJ 4 AND E. 55<sup>th</sup> STREET  
ELMWOOD PARK BOROUGH AND FAIR LAWN BOROUGH, BERGEN COUNTY

NOW, THEREFORE, in consideration of the covenants contained herein, and pursuant to all applicable federal, state and local laws and Ordinances the **BOROUGH OF ELMWOOD PARK** and the **BOROUGH OF FAIR LAWN** and the **STATE** agree as follows:

1. The **STATE** will determine the character, type, location, and operation of the traffic signal in accordance with N.J.S.A. 39:4-120.
2. The **STATE** and the **BOROUGH OF ELMWOOD PARK** agree that the **STATE** will assume 75% and the **BOROUGH OF ELMWOOD PARK** 12.5% of the total cost of the installation of the traffic signal.
3. The **STATE** and the **BOROUGH OF FAIR LAWN** agree that the **STATE** will assume 75% and the **BOROUGH OF FAIR LAWN** 12.5% of the total cost of the installation of the traffic signal.
4. The **STATE** will provide all material and equipment and will perform all labor, by its own or by contract forces, necessary to the installation of the traffic signal.
5. The **STATE** will paint such lane and pavement markings and erect such signs as it deems to be required to properly direct the flow of traffic. The **BOROUGH OF ELMWOOD PARK** shall maintain or replace the lane and pavement markings and signs within their jurisdiction, in accordance with the latest edition of the Manual on Uniform Traffic Control Devices. The **STATE** will maintain and replace the lane and pavement markings and signs within the **STATE's** jurisdiction.
6. The **STATE** will paint such lane and pavement markings and erect such signs as it deems to be required to properly direct the flow of traffic. The **BOROUGH OF FAIR LAWN** shall maintain or replace the lane and pavement markings and signs within their jurisdiction, in accordance with the latest edition of the Manual on Uniform Traffic Control Devices. The **STATE** will maintain and replace the lane and pavement markings and signs within the **STATE's** jurisdiction.
7. The **BOROUGH OF ELMWOOD PARK** will pay all costs for the future relocation or removal and reinstallation of any portion of the traffic signal system including detection equipment, if the relocation or removal and reinstallation of this equipment are made necessary by changes, such as excavations, resurfacings, widening and corner radius changes, authorized or effectuated by the **BOROUGH OF ELMWOOD PARK**.
8. The **BOROUGH OF FAIR LAWN** will pay all costs for the future relocation or removal and reinstallation of any portion of the traffic signal system including detection equipment, if the relocation or removal and reinstallation of this equipment are made necessary by changes, such as excavations, resurfacings, widening and corner radius changes, authorized or effectuated by the **BOROUGH OF FAIR LAWN**.
9. The **STATE** will pay all costs for the future relocation or removal and reinstallation of any portion of the traffic signal system including detection equipment, if the relocation or removal and reinstallation of this equipment are made necessary by changes, such as excavations, resurfacings, widening and corner radius changes authorized or effectuated by the **STATE**.
10. The **STATE** reserves the right to terminate this Agreement, for cause or for convenience, upon six months' written notice of its intention to terminate, which notice shall be served on the Clerk of the **BOROUGH OF ELMWOOD PARK**. However, upon a determination by the **STATE** that emergency conditions exist, the **STATE** may terminate this Agreement with less than the six months' notice specified above.

ROUTE NJ 4 AND E. 55<sup>th</sup> STREET  
ELMWOOD PARK BOROUGH AND FAIR LAWN BOROUGH, BERGEN COUNTY

11. The STATE reserves the right to terminate this Agreement, for cause or for convenience, upon six months' written notice of its intention to terminate, which notice shall be served on the Clerk of the BOROUGH OF FAIR LAWN. However, upon a determination by the STATE that emergency conditions exist, the STATE may terminate this Agreement with less than the six months' notice specified above.
12. The BOROUGH OF ELMWOOD PARK shall maintain the roadway pavement within its jurisdiction in a condition sufficient to accept the detection equipment associated with the traffic signal system. The BOROUGH OF ELMWOOD PARK shall affect pavement repairs as necessary or within two months of written notice from the STATE, which notice shall be served upon the Clerk of the BOROUGH OF ELMWOOD PARK. The terms of paragraph 10 notwithstanding, if the pavement is not repaired or replaced, the STATE reserves the right to terminate this Agreement and remove the traffic signal, upon thirty days' written notice, or to perform the roadway pavement work, at the STATE'S election. The BOROUGH OF ELMWOOD PARK shall be responsible for costs incurred by the STATE in the performance of this roadway pavement work or for the removal of the traffic signal.
13. The BOROUGH OF FAIR LAWN shall maintain the roadway pavement within its jurisdiction in a condition sufficient to accept the detection equipment associated with the traffic signal system. The BOROUGH OF FAIR LAWN shall affect pavement repairs as necessary or within two months of written notice from the STATE, which notice shall be served upon the Clerk of the BOROUGH OF FAIR LAWN. The terms of paragraph 11 notwithstanding, if the pavement is not repaired or replaced, the STATE reserves the right to terminate this Agreement and remove the traffic signal, upon thirty days' written notice, or to perform the roadway pavement work, at the STATE'S election. The BOROUGH OF FAIR LAWN shall be responsible for costs incurred by the STATE in the performance of this roadway pavement work or for the removal of the traffic signal.
14. The STATE will, at its own expense, periodically inspect and maintain the complete installation, including the relamping thereof.
15. After the traffic signal has been built and brought into operation, the total cost will be computed by the STATE, which will include the cost of equipment, material, labor, supervision, and all other charges properly chargeable to the work. The BOROUGH OF ELMWOOD PARK shall reimburse the STATE in the amount equal to 12.5% and the BOROUGH OF FAIR LAWN shall reimburse the STATE in the amount of 12.5% of the total cost of the traffic signal within thirty (30) days of the STATE's billing.
16. The BOROUGH OF ELMWOOD PARK shall, at its own expense, provide through the utility company for the electric current necessary to the operation of the traffic signal system.
17. The BOROUGH OF ELMWOOD PARK shall allow the placement of any facility associated with the traffic signal system within areas of its jurisdiction, where necessary, and further shall allow the STATE, with its own or contract forces, to perform maintenance on these facilities or to open roadways or other areas under its jurisdiction
18. The BOROUGH OF FAIR LAWN shall allow the placement of any facility associated with the traffic signal system within areas of its jurisdiction, where necessary, and further shall allow the STATE, with its own or contract forces, to perform maintenance on these facilities or to open roadways or other areas under its jurisdiction
19. Subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., the BOROUGH OF ELMWOOD PARK shall be responsible for personal injuries and property damage caused by the actions of the BOROUGH OF

ROUTE NJ 4 AND E. 55<sup>th</sup> STREET  
ELMWOOD PARK BOROUGH AND FAIR LAWN BOROUGH, BERGEN COUNTY

ELMWOOD PARK and its employees arising out of the performance of any services, actions, or operations in connection with this Agreement or any breach or default of this Agreement by the BOROUGH OF ELMWOOD PARK

20. Subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., the BOROUGH OF FAIR LAWN shall be responsible for personal injuries and property damage caused by the actions of the BOROUGH OF FAIR LAWN and its employees arising out of the performance of any services, actions, or operations in connection with this Agreement or any breach or default of this Agreement by the BOROUGH OF FAIR LAWN.
21. Subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., the STATE will be responsible for personal injuries and property damage caused by the actions of the STATE and its employees arising out of the performance of any services, actions, or operations in connections with this Agreement or any breach or default of this Agreement by the STATE.
22. The BOROUGH OF ELMWOOD PARK shall cause to be provided, upon 72 hours written notice to the Clerk of the BOROUGH OF ELMWOOD PARK by the STATE, police to direct traffic during the installation of, inspection of or repairs related to the traffic signal system. Further, the BOROUGH OF ELMWOOD PARK shall cause police to be provided to direct traffic during emergency repairs, on telephonic notice to the BOROUGH OF ELMWOOD PARK by the STATE.
23. In the event that the BOROUGH OF ELMWOOD PARK fails to make any payments required hereunder to the STATE, the BOROUGH OF ELMWOOD PARK authorizes the STATE, without the need for prior notice, to deduct the amount of such payment due from any funds payable or to be payable by the Department of Transportation to the BOROUGH OF ELMWOOD PARK.
24. In the event that the BOROUGH OF FAIR LAWN fails to make any payments required hereunder to the STATE, the BOROUGH OF FAIR LAWN authorizes the STATE, without the need for prior notice, to deduct the amount of such payment due from any funds payable or to be payable by the Department of Transportation to be BOROUGH OF FAIR LAWN.
25. Written notice shall be sent, when required, by certified mail, return receipt, to the addresses set forth above, or to such other address or addresses as is set forth, in writing, in any notice of change of address, which has been sent to all parties of this Agreement.
26. The BOROUGH OF ELMWOOD PARK shall provide the necessary resolution authorizing the BOROUGH OF ELMWOOD PARK to enter into this Agreement.
27. The BOROUGH OF FAIR LAWN shall provide the necessary resolution authorizing the BOROUGH OF FAIR LAWN to enter into this Agreement.
28. This Agreement shall not become binding on any party until it is fully executed by the Commissioner of Transportation or designee.
29. This Agreement is subject to appropriations and the availability of funds to the State.

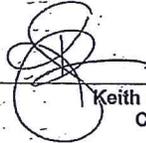
"END OF TEXT"

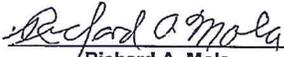
ROUTE NJ 4 AND E. 55<sup>th</sup> STREET  
ELMWOOD PARK BOROUGH AND FAIR LAWN BOROUGH, BERGEN COUNTY

IN WITNESS WHEREOF, all parties have caused this instrument to be Signed, Attested to and Affix Seal

ATTEST: SEAL/WITNESSED/AFFIX SEAL

BOROUGH OF ELMWOOD PARK

  
\_\_\_\_\_  
Keith Kazmark  
Clerk

By:   
\_\_\_\_\_  
Richard A. Mola  
Mayor

Date: 4-8-15

Date: 4-8-15

ATTEST: SEAL/WITNESSED/AFFIX SEAL

BOROUGH OF FAIR LAWN

\_\_\_\_\_  
Joanne M. Kwasniewski  
Clerk

By: \_\_\_\_\_  
John Cosgrove  
Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: SEAL/WITNESSED/SEAL

STATE OF NEW JERSEY

\_\_\_\_\_  
Jacqueline Trausi  
Secretary  
New Jersey Department of Transportation

By: \_\_\_\_\_  
Richard Hammer  
Assistant Commissioner  
Capital Program Management

Date: \_\_\_\_\_

Date: \_\_\_\_\_

This Agreement has been reviewed and approved as to form.

John J. Hoffman  
Acting Attorney General of New Jersey

By: \_\_\_\_\_  
Deputy Attorney General

Date: \_\_\_\_\_