

RESOLUTION KENILWORTH, NJ

RESOLUTION OF THE BOROUGH OF KENILWORTH AUTHORIZING THE RATIFICATION OF THE ADDENDUM TO THE SHARED SERVICES AGREEMENT WITH THE BOROUGH OF ROSELLE PARK

WHEREAS, the Borough of Kenilworth and the Borough of Roselle Park entered into a Shared Services Agreement for DPW services, dated July 1, 2025 (the "Agreement"); and

WHEREAS, it was understood that pursuant to the Agreement, the Borough of Kenilworth would provide DPW services to Roselle Park; and

WHEREAS, it was understood that Roselle Park would pay the costs associated with the provision of DPW services as set forth in the Agreement; and

WHEREAS, the Borough of Kenilworth wishes to amend the Agreement to address the allocation of costs associated with retiree health insurance benefits for nine (9) additional employees anticipated to be hired by the Borough to accommodate the additional workload; and

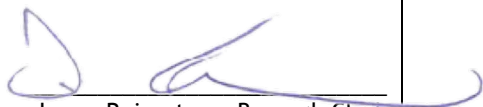
WHEREAS, the parties have agreed to apportion the cost of the retiree health insurance benefits for the aforementioned nine (9) employees as set forth in the Addendum to the Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Kenilworth, County of Union, State of New Jersey, that the Addendum to the Shared Services Agreement with the Borough of Roselle Park, is hereby ratified and approved; and

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are hereby authorized to execute the Addendum on behalf of the Borough of Kenilworth and to take any and all actions necessary to implement the terms of the Addendum.

| | MOVED | SECONDED | AYES | NAYS | ABSTAIN | ABSENT |
|------------------------------------|-------|----------|------|------|---------|--------|
| Councilman Patrick Boyle | | | X | | | |
| Councilman Joseph Finistrella | | | | | | X |
| Councilwoman Toni Giordano Picerno | | | X | | | |
| Councilman William Mauro | | | | | | X |
| Councilman Douglas Piper | | X | X | | | |
| Councilman Savino Scorese | X | | X | | | |
| Mayor Linda Karlovitch | | | | | | |
| ON CONSENT AGENDA | | Yes _X | No _ | | | |

I hereby certify that the above Resolution was adopted by the Borough Council of the Borough of Kenilworth at a Meeting held on September 17, 2025.


Laura Reinertsen, Borough Clerk



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ADDENDUM TO SHARED SERVICES AGREEMENT

This Addendum (the “Addendum”) dated as of the __17__ day of September, 2025, to that certain Shared Services Agreement (the “Agreement”) dated __July 1__, 2025 by and between the **BOROUGH OF KENILWORTH** (the “Borough”), a Municipal Corporation having an address at 567 Boulevard, Kenilworth, N.J. 07033 and the **BOROUGH OF ROSELLE PARK** a Municipal Corporation having an address at 110 East Westfield Avenue, Roselle Park, N.J. 07204 (“Roselle Park”).

WHEREAS, the Borough of Kenilworth and Borough of Roselle Park entered into a shared services agreement for DPW services, dated __July 1__, 2025 (the “Agreement”); and

WHEREAS, it was understood that pursuant to the Agreement, the Borough would provide DPW services to Roselle Park; and

WHEREAS, it was understood that Roselle Park would pay the costs associated with the provision of DPW services as set forth in the Agreement; and

WHEREAS, in the Borough of Kenilworth, retiree health insurance benefits are provided to employees who have worked for the Borough for at least fifteen (15) years with twenty-five years (25) enrollment in the state health benefits plan and the Borough wishes to remove the same; and

WHEREAS, it was identified prior to the execution of the Agreement that there was uncertainty with respect to the ability of the Borough to remove retiree health insurance benefits from its employee handbook and reach an agreement with Teamsters Local 11 regarding the same; and

WHEREAS, nine (9) additional employees are anticipated to be hired by the Borough to accommodate the additional workload; and

WHEREAS, the Agreement acknowledges that in the event the Borough Council is unable to reach an acceptable agreement with Teamsters Local 11 regarding retiree health benefits, that a subsequent agreement would have to be reached between the Borough and Roselle Park with respect to allocating the expenses associated with retiree health insurance benefits of those nine (9) employees that need to be hired in order to service Roselle Park pursuant to the Agreement; and

WHEREAS, the parties have agreed to apportion the cost of the retiree health insurance benefits for the aforementioned nine (9) employees as set forth in this Addendum below; and

WHEREAS, it is the intent of the parties that Roselle Park pay one hundred percent (100%) of the retiree health insurance benefits associated with aforesaid nine (9) employees for the services provided to Roselle Park pursuant to the Agreement.

NOW, THEREFORE, IN CONSIDERATION of these promises, the mutual covenants herein contained and the mutual benefits to be derived by the parties from the performance thereof, it is agreed as follows:

SECTION ONE: RECITALS

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The foregoing Recitals, as well as those Recitals present in the Agreement that are not otherwise in conflict with the terms and conditions set forth in this Addendum, are incorporated into this Addendum by this reference.

SECTION TWO: DEFINED TERMS

All terms not otherwise defined in this Addendum shall have the meanings ascribed to them in the Agreement.

SECTION THREE: PERSONNEL

The Agreement, including Section 1.2 “Personnel” shall be and hereby is amended and modified to add the following:

The Borough of Kenilworth shall identify the nine (9) new individuals hired pursuant to the Agreement. The parties acknowledge and agree that these nine (9) persons shall not dedicate all of their time and efforts to servicing Roselle Park and that the decision as to how to address Roselle Park’s needs with respect to services provided pursuant to the Agreement shall lie within the discretion of the Superintendent of the Kenilworth DPW, in accordance with Section 4.2 of the Agreement.

SECTION FOUR: RETIREE HEALTH BENEFITS

The Agreement, including Section 3.2 “Retiree Health Benefits” shall be and hereby is amended and modified to add the following:

The nine (9) new individuals hired pursuant to the Agreement shall be identified and tracked on a schedule, which schedule shall be maintained by the Borough of Kenilworth, and appended to and become part of this Agreement. The nine (9) individuals shall be tracked throughout their career, to establish which individuals were hired pursuant to the Agreement, and which were not.

It is understood that if any one of the nine (9) hires ceases to be employed by the Borough of Kenilworth for any reason whatsoever, and he or she is subsequently replaced by the Borough with a new hire, that the replacement hire shall take the place of one of the original nine (9) hires for the purpose of the Agreement and for calculating the cost of retiree health insurance benefits reimbursement, and the schedule shall be updated accordingly.

In addition to the Annual Fee and any other compensation paid by the Borough of Roselle Park to the Borough of Kenilworth pursuant to the Agreement, the Parties agree that the Borough of Roselle Park shall be responsible to pay one hundred percent (100%) of the retiree health insurance benefits costs associated with the nine (9) hires for the duration of this Agreement and all subsequent renewals or extensions, which means that the reimbursement shall be prorated based on the length of time of said Agreement.

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In the event that any one of the nine (9) hires works for the Borough of Kenilworth for a period of 15 years (with the requisite 25 years in the state health benefits plan), the Borough of Roselle Park shall be responsible to pay the cost of the retiree health insurance benefits associated with the same, in proportion to the number of years that the Parties are subject to the Agreement, inclusive of any and all renewals.

By way of example:

1. If a retiree health benefits eligible employee works for the Borough for 15 years, but the Agreement is only in place for 10 years, the Borough of Roselle Park's responsibility to pay for retiree health insurance costs would be calculated as follows:

$10 \text{ (length of time that the Agreement is in place)} \div 15 \text{ (years of service of the employee)} = .66 \text{ (66\%)}$.

Accordingly, the Borough of Roselle Park would be responsible for paying 66% of the retiree health insurance benefit costs associated with that employee for each year said employee collects the same during retirement.

or

2. If a retiree health benefits employee works for the Borough for 15 years and the Agreement is in place for all 15 years, the Borough of Roselle Park's responsibility to pay for retiree health insurance costs would be calculated as follows:

$15 \text{ (length of time that the Agreement is in place)} \div 15 \text{ (years of service of the employee)} = 1 \text{ (100\%)}$.

Accordingly, the Borough of Roselle Park would be responsible for paying 100% of the retiree health insurance benefit costs associated with that employee for each year said employee collects the same during retirement.

Under either scenario, if the employee ***does not*** have 25 years in the state health benefits plan, he or she would not be entitled to retiree health insurance benefits and, thus, there would be no obligation to pay for the same.

With respect to the billing and paying for retiree health insurance benefits costs, it is incumbent upon the Borough of Kenilworth to bill Roselle Park by way of an invoice for all retiree health insurance expenditures for any given year on or before June 30th of the following year and Roselle Park shall be required to pay for the same within ninety (90) days receipt of the invoice from the Borough of Kenilworth.

SECTION FIVE: CONFLICTING TERMS

Should any terms or conditions set forth in this Addendum conflict with anything present in the Agreement, the terms of this Addendum shall control.

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SECTION SIX: MISCELLANEOUS

A. **AMENDMENT.** This Addendum may only be changed, modified, revised or amended by written instrument signed by all of the parties to the Agreement.

B. **SEVERABILITY.** Provisions of this Addendum are severable. If any one of the provisions shall be determined to be unenforceable, such determination shall have no effect upon the balance of the provisions, which shall remain in full force and effect.

C. **SUCCESSORS AND ASSIGNS.** This Addendum shall be binding upon the respective heirs, legal representatives, successors and assigns of the parties.

D. **DIGITAL EXECUTION AND COUNTERPARTS.** This Addendum may be fully executed in two (2) or more separate counterparts by each of the parties hereto, all such counterparts together constituting but one and the same instrument. Such counterparts may be exchanged via e-mail or facsimile or other electronic transmission, any of which shall constitute a valid original document.

E. **INVALIDITY; HEADINGS.** If any provision hereof shall be declared invalid by any court or in any administrative proceedings, then the provisions of this Addendum shall be construed in such manner so as to preserve the validity hereof and the substance of the transaction herein contemplated to the extent possible. The captions and paragraph headings are provided for purposes of convenience of reference only and are not intended to limit, define the scope of, or aid in interpretation of any of the provisions hereof.

F. **INCORPORATION OF PRIOR AGREEMENTS.** This Addendum contains the entire understanding of the parties hereto with respect to the subject matter hereof, and no prior or other written or oral agreement or undertaking pertaining to any such matter shall be effective for any purpose.

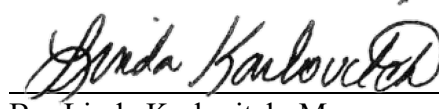
G. **FILING WITH DEPARTMENT OF COMMUNITY AFFAIRS.** Upon full execution of the Addendum, it shall be the responsibility of Kenilworth to file copies of the same with Division of Local Government Services within the Department of Community Affairs of the State of New Jersey.

Signatures

WITNESS:



BOROUGH OF KENILWORTH



By: Linda Karlovitch, Mayor

WITNESS:

BOROUGH OF ROSELLE PARK

By: Joseph Signorello III, Mayor