

SUBJECT TO CHANGE
BOROUGH OF WEST LONG BRANCH

April 3, 2024

(Immediately Following Caucus Meeting Which Starts at 6:30 PM)

MAYOR JANET W. TUCCI PRESIDES

MAYOR TUCCI REPORTS SUNSHINE LAW COMPLIED WITH

PRESENT: BRAY CIOFFI, GOMEZ, NEYHART, PENTA, SNIFFEN

ABSENT:

READING AND APPROVAL OF MINUTES:

Caucus Minutes
March 20, 2024

Executive Session Minutes
March 20, 2024

Council Minutes
March 20, 2024

REPORTS OF STANDING COMMITTEES:

MAYOR TUCCI:

COUNCILMAN BRAY (FINANCE & ADMINISTRATION):

COUNCILMAN CIOFFI (RECREATION, ENVIRONMENTAL, & SHADE TREE):

COUNCILMAN GOMEZ (FIRE & EMS):

COUNCILMAN NEYHART (POLICE):

COUNCILMAN PENTA (PUBLIC WORKS):

COUNCILMAN SNIFFEN (PUBLIC PROPERTY):

BOROUGH ADMINISTRATOR GONTER:

BOROUGH CLERK SANTOS:

BOROUGH ATTORNEY BAXTER:

BOROUGH ENGINEER MULLAN:

COMMUNICATIONS:

1. Thank-You Note from Brocklebank Family
2. Zoning Monthly Report – March 2024
3. Code Enforcement Monthly Report – March 2024
4. EMS Membership Application – Victoria Shacalo – Auxiliary Membership

ORDINANCES:

1. O-24-8 Calendar Year 2024 Ordinance to Exceed the Municipal Budget Appropriation Limits and to Establish a Cap Bank (N.J.S.A. 40A: 4-45.14)
Introduction

RESOLUTIONS:

1. R-24-61 Resolution Approving 2024 Fireworks Contract
2. R-24-62 Resolution Approving Change Order and Payment Certificate of Frank Cyrwus, Inc.
3. R-24-63 Resolution Approving Shared Services Agreement Between the Borough of Oceanport and the Borough of West Long Branch
4. R-24-64 Resolution Approving Contract with P.B.A. Local 141 for the Years 2024-2027
5. R-24-65 Resolution Approving Summer Concert Series Contracts
6. R-24-66 Resolution Approving Settlement Agreement between the Borough of West Long Branch and CWA Local 1031
7. R-24-67 Resolution Accepting Proposal by Automated Building Controls for HVAC Services at the West Long Branch Library
8. R-24-68 Resolution Certifying Compliance with the United States Equal Employment Opportunity Commission's "Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions under Title VII of the Civil Rights Act of 1964"
9. R-24-69 Municipal Budget Notice

UNFINISHED BUSINESS:

NEW BUSINESS:

BILLS AND CLAIMS:

OPPORTUNITY FOR ANY PERSON TO BE HEARD:

MOTION TO CLOSE THE PUBLIC PORTION AND ADJOURN:

ORDINANCE NO. O-24-8

**CALENDAR YEAR 2024
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 2.5% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and,

WHEREAS, N.J.S.A. 40A: 4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and,

WHEREAS, the Council of the Borough West Long Branch in the County of Monmouth finds it advisable and necessary to increase its CY 2024 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 Council of the Borough of West Long Branch hereby determines that a 3.5 % increase in the budget for said year, amounting to \$360,379.01 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

WHEREAS the Council of the Borough of West Long Branch 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 Council of the Borough of West Long Branch, in the County of Monmouth, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2024 budget year, the final appropriations of the Borough of West Long Branch shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 3.5 %, amounting to \$ 360,379.01, and that the CY 2024 municipal budget for the Borough of West Long Branch be approved and adopted in accordance with this ordinance; and,

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

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

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

Introduced:
Passed:
Adopted:

MAYOR

BOROUGH CLERK

Councilmember offered the following resolution and moved its adoption:

RESOLUTION APPROVING 2024 FIREWORKS CONTRACT

4/3/24

WHEREAS, the Borough has solicited proposals for a fireworks exhibition through the office of the Purchasing Agent; and

WHEREAS, Zambelli Fireworks Manufacturing Co. was the only vendor to respond with a proposal in the amount of \$26,000 for a fireworks display on July 4th; and

WHEREAS, the Chief Financial Officer and Purchasing Agent recommend accepting it; and

WHEREAS, Zambelli Fireworks Manufacturing Co. submitted the attached contract for approval; and

WHEREAS, funds are or will be available for this purpose;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of West Long Branch that the attached contract with Zambelli Fireworks Manufacturing Co. for the 2024 fireworks display on July 4th, with a rain date of July 5th, in the amount of \$26,000, be approved; and

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are hereby authorized to sign the attached contract with Zambelli Fireworks Manufacturing Co.

Seconded by Councilmember and carried upon the following roll call vote:

AYES:
NAYS:
ABSENT:
ABSTAIN:

I hereby certify the foregoing to be a true and exact copy of the original resolution as adopted by the West Long Branch Borough Council on April 3, 2024.

BOROUGH CLERK

ZAMBELLI FIREWORKS MANUFACTURING CO.

THIS CONTRACT AND AGREEMENT (this "Contract") is made effective as of this 26th day of February 2024, by and between:

Zambelli Fireworks Manufacturing Co. of Warrendale, Pennsylvania (hereinafter referred to as "Zambelli"),

-AND-

Borough of West Long Branch of West Long Branch, NJ (hereinafter referred to as "Client").

WHEREAS, Zambelli is in the business of designing and performing exhibitions and displays of fireworks; and

WHEREAS, Client desires that Zambelli provide an exhibition and display of fireworks for Client's benefit pursuant to the terms and conditions hereof, and Zambelli desires to perform an exhibition and display of fireworks for Client's benefit pursuant to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual agreements herein contained:

Zambelli, intending to be legally bound, agrees as follows:

1. Zambelli agrees to sell, furnish and deliver to Client a fireworks display [per the program submitted by Zambelli to Client, accepted by Client and made a part hereof] (hereinafter referred to as the "Display") to be exhibited on the display date set forth below (hereinafter referred to as the "Display Date"), or on the postponement date set forth below [if the Display is postponed as provided herein], (hereinafter referred to as the "Postponement Date") which Display Date and Postponement Date have been agreed upon at the time of signing this Contract.

Display Date: July 4, 2024

Postponement Date: July 5, 2024

2. Zambelli agrees to furnish the services of display technicians (hereinafter referred to as "Display Technicians") who are sufficiently trained to present the Display. Zambelli shall determine in its sole discretion the number of Display Technicians necessary to take charge of and safely present the Display.
3. Zambelli agrees to furnish insurance coverage in connection with the Display for bodily injury and property damage, including products liability, which insurance shall include Client as additional insured regarding claims made against Client for bodily injury or property damage arising from the operations of Zambelli in performing the Display provided for in this Contract. Such insurance afforded by Zambelli shall not include claims made against Client for bodily injury or property damage arising from failure of Client, including through or by its employees, agents and independent contractors, to perform its obligations under this Contract, including without limitation those set forth in paragraphs 6 and 7 below. Client shall indemnify and hold Zambelli harmless from all claims and suits made against Zambelli for bodily injury or property damage arising from failure of Client, including through or by its employees, agents and independent contractors, to perform its obligations under this Contract, including without limitation those set forth in paragraphs 6 and 7 below. Zambelli furnished insurance exposure in connection with the subject Display is not subject to deviation. Should client request any scale of modification; corresponding fee(s) to accommodate shall not be borne by Zambelli.

Client, intending to be legally bound, agrees as follows:

4. Client agrees to pay Zambelli the sum of **\$26,000** (hereinafter referred to as the "Purchase Price"), with total payment to be sent via Next Day Delivery within 24 hours of the completion of the display. In addition, Client agrees to pay a postponement fee of fifteen percent (15%) of the Purchase Price plus Additional Third Party Charges (as defined in paragraph 11 below) if the Display is fired on the Postponement Date, or twenty-five percent (25%) of the Purchase Price plus Additional Third Party Charges if the Display is fired on a date other than the Display Date or the Postponement Date ("Alternate Date"). The Alternate Date must occur within six months of the original Display Date at a time agreeable to both Zambelli and the Client. Generally, Alternate Dates will not include the period from June 28th through July 7th. Checks shall be made payable to Zambelli Fireworks Manufacturing Co., unless otherwise authorized in writing by Zambelli. NO CASH shall be paid to any agent or employee of Zambelli, unless otherwise authorized in writing by Zambelli. There shall be no refund of the Purchase Price due and payable under this paragraph 4, except as specifically provided in paragraph 11 below.
5. Client agrees to meet all deadlines outlined in the Design and Production Provisions, which has been provided to Client, including but not limited to the following:

- (a) Client must select a suitable place for the Display, including a firing and debris zone reasonably acceptable to Zambelli (hereinafter referred to as the "Display Area") and submit such selection to Zambelli no later than sixty (60) days prior to the Display Date. The Display Area shall adhere to or exceed applicable National Fire Protection Association ("NFPA") standards including the Zambelli guideline that the Display Area have a radius of at least 100 feet per inch (or as mutually agreed to between Zambelli and Client) of the largest diameter pyrotechnic from the firing site in all directions to any parking area, spectators, inhabited buildings, public roads, or active railroad. Client shall submit a site map (attached hereto as Exhibit A) to Zambelli accurately representing the physical characteristics of the Display Area as pertains to NFPA and Zambelli guidelines. The content of the Display may be limited by the selection of the Display Area due to the requirement to provide sufficient safety zones.
 - (b) Zambelli will secure all permits necessary for the Display as required, including but not limited to police, local, state and United States Coast Guard ("USCG") permits, and arrange for any security bonds or insurance as required by law. Client will assist Zambelli when appropriate in completing permit applications.
 - (c) If the Display is choreographed to music, the final selection of the music must be submitted to Zambelli by Client no later than ninety (90) days prior to the Display Date.
- 6. If, in its sole discretion, Client designates an area for members of the public to view the Display (hereinafter referred to as the "Spectator Area") or an area for vehicular parking (hereinafter referred to as the "Parking Area"), Client shall (a) ensure that the Spectator Area does not infringe on the Display Area, (b) have sole responsibility for ensuring that the terrain of the Spectator Area and any structures thereon, including but not limited to grandstands and bleachers are safe for use by spectators, (c) have sole responsibility for ensuring that the Parking Area is safe for use, (d) have sole responsibility to police, monitor and appropriately control spectator access to the Spectator Area and the Parking Area and police, monitor and appropriately control the behavior of persons in these areas. It is expressly agreed that Zambelli shall not inspect any area other than the Display Area, except to ensure that any Spectator or Parking Areas are outside the Display Area.
- 7. Prior to, during, and immediately following the Display, Client shall monitor the Display Area and will be solely responsible to keep all persons and property not authorized by Zambelli out of the Display Area and behind safety zone lines and limits.
- 8. Following the Display, Client shall be solely responsible for policing of the Display Area and for cleanup except as specifically provided in the sentence immediately following. Zambelli shall be responsible for the removal of unexploded fireworks and the cleanup of material debris, the removal of frames, sets and lumber from the Discharge Area, and the refilling of holes created by Zambelli or on behalf of Zambelli within the Discharge Area.
- 9. Client will include a direct reference to "Zambelli Fireworks" in all promotional material, including but not limited to event schedules; radio, television, newspaper and internet announcements; newspaper articles; and other media.

The parties, intending to be legally bound, mutually agree as follows:

- 10. It is agreed and understood by the parties hereto that should inclement weather prevent firing of the Display on the Display Date, as determined by the Authority Having Jurisdiction (as defined in paragraph 14 below) or as reasonably determined by Zambelli, then the program shall be postponed and fired on the Postponement Date. If there is no Postponement Date and the Display is not fired on the Display Date, or if inclement weather prevents firing of the Display on the Postponement Date, as determined by the Authority Having Jurisdiction or as reasonably determined by Zambelli, the Display will be cancelled and Client will pay to Zambelli, 50% of the Purchase Price, less any Deposit paid prior to the Display Date.
- 11. Client's cancellation of the Display will only be effective upon receipt by Zambelli of a written notice from an authorized person representing Client. In the event of cancellation of the Display, the parties agree as follows:
 - (a) If Client cancels the Display more than sixty-one (61) days prior to the Display Date, Client agrees

to pay Zambelli a cancellation fee equal to ten percent (10%) of the Purchase Price plus Additional Third Party Charges, as defined below.

- (b) If Client cancels the Display from thirty-one (31) to sixty (60) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to twenty percent (20%) of the Purchase Price plus Additional Third Party Charges, as defined below.
 - (c) If Client cancels the Display from five (5) to thirty (30) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to thirty percent (30%) of the Purchase Price plus Additional Third Party Charges, as defined below.
 - (d) If Client cancels the Display less than five (5) days prior to the day of the Display, Client agrees to pay Zambelli a cancellation fee equal to fifty percent (50%) of the Purchase Price plus Additional Third Party Charges, as defined below.
 - (e) "Additional Third Party Charges" shall mean all costs and expenses incurred by Zambelli and paid or payable to third parties in connection with the Display, including but not limited to security fees, permits and licensing fees and expenses, barge and tow expenses, and firewatch fees.
- 12. Zambelli reserves the exclusive right to make minor modifications and substitutions to the Display, provided that such changes are reasonable and necessary and do not materially, adversely affect price, time of delivery, functional character or performance of the Display.
 - 13. It shall be within Zambelli's and/or the Authority Having Jurisdiction's discretion to terminate the firing of the Display if any unsafe or unsuitable condition is identified. If such condition is not corrected, Zambelli may cancel the Display without further liability to Client for such cancellation.
 - 14. The parties agree to cooperate with the regulatory authorities having jurisdiction over the Display, including, but not limited to local fire and police departments, the Bureau of Alcohol, Tobacco, Firearms and Explosives, the Department of Transportation, the Department of Homeland Security, and the USCG (any such authority having jurisdiction over the Display is sometimes referred to herein as, the "Authority Having Jurisdiction"). The parties acknowledge that such governmental regulatory authorities having jurisdiction over the Display have the right to prohibit the Display until unsafe or unsuitable conditions are corrected.
 - 15. This contract shall be deemed made in the State of New Jersey and shall be construed in accordance with the laws of the State of New Jersey, excluding its conflict of law rules. The parties agree and consent to the jurisdiction of the courts of the State of New Jersey to decide all disputes regarding this Contract.
 - 16. If Client becomes bankrupt or insolvent, or if a petition in bankruptcy is filed by or against Client or if a receiver is appointed for Client, Zambelli may refuse to perform under this Contract and may terminate this Contract without prejudice to the rights of Zambelli. If Client's financial condition becomes unsatisfactory to Zambelli, Zambelli may require that Client deposit the balance of the Purchase Price in escrow or provide sufficient proof of its ability to pay the balance of the Purchase Price.
 - 17. Except to the extent, if any, specifically provided to the contrary herein, in no event shall Zambelli be liable to Client for any indirect, special, consequential, incidental or punitive damages or lost profits, however caused and on any theory of liability (including negligence of any kind, strict liability or tort) arising in any way out of this contract, whether or not Zambelli has been advised of the possibility of damages.
 - 18. If Client fails to pay the monies due under this Contract, Zambelli is entitled to recover the balance due plus interest at one and one-half percent (1 ½ %) per month on amounts past due sixty (60) days or more. Further, on balances outstanding one hundred twenty (120) days or more, Zambelli is entitled to recover the balance due, plus accrued interest, plus attorneys fees of ten percent (10%) of the amount past due, plus court costs, or, if less, the maximum amount permitted by law.
 - 19. This Contract shall not be construed to create a partnership or joint venture between the parties or persons mentioned herein.
 - 20. Each party hereunder shall be excused for the period of delay in the performance of any of its obligations hereunder and shall not be liable for failure to perform or considered in default hereunder, when prevented from so performing by a cause or causes beyond its reasonable control, including but not limited to fire, storm, earthquake, flood, drought, accident, explosion, operation malfunction, or interruption, strikes, lockouts, labor disputes, riots, war (whether or not declared or whether or not the United States is a member), Federal, state, municipal or other governmental legal restriction or limitation or compliance therewith, failure or delay of transportation, shortage of,

or inability to obtain materials, supplies, equipment, fuel, power, labor or other operational necessity, interruption or curtailment of power supply, or act of God, nature or public enemy.

21. This Contract constitutes the sole and entire understanding of the parties with respect to the matters contemplated hereby and supersedes and renders null and void all prior negotiations, representations, agreements and understandings (oral and written) between the parties with respect to such matters. No change or amendment may be made to this Contract except by an instrument in writing signed by each of the parties.
22. Notices, consents, requests or other communications required or permitted to be given by either party pursuant to this Contract shall be given in writing by first class mail, postage prepaid addressed as follows: if to Zambelli, to the address set forth below; if to Client, to 965 Broadway, West Long Branch, NJ 07764.
23. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument. The exchange of copies of this Contract and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Contract as to the parties and may be used in lieu of the original Contract for all purposes. This Contract and all the rights and powers granted by this Contract shall bind and inure to the benefit of the parties and their respective successors and assigns.
24. Acceptance date **March 8, 2024**, if contract is not signed and returned by acceptance date. Zambelli cannot guarantee date availability.

IN WITNESS WHEREOF, we set our hands and seals to the agreement in duplicate the day and year first above written.

FOR Client:

FOR: Zambelli Fireworks Manufacturing Co.

BY _____
date

BY _____
date

Printed Name and Title

Printed Name and Title

Please sign contract where indicated for Client and return all copies for final acceptance to:

Zambelli Fireworks Manufacturing Co.

120 Marshall Drive

Warrendale, PA 15086

724-658-6611

800-245-0397

FAX 724-658-8318

Zambelli Fireworks Mfg. Co.

120 Marshall Drive

Warrendale, PA 15086

www.zambellifireworks.com

724-658-6611

(Fax) 724-658-8318

2024 Communication Sheet

Communications Sheet must be completed in its entirety each year. ***Our insurance carrier requires a newly completed form each year.*** A Zambelli representative will use this sheet to contact you.

Customer Information		Show Information	
Customer Name	<u>Borough of West Long Branch</u>	Show Date	<u>July 4, 2024</u>
Address	<u>965 Broadway</u>	Rain Date	<u>July 5, 2024</u>
City, State, Zip	<u>West Long Branch, NJ 07764</u>	Time of Show	<u>21:15</u>
		Duration of Show	
Firing Site Location		Storage Site Location	
Description	<u>Shore Regional High School</u>	Description	<u>Same</u>
Site contact Name	<u>Kelly Boehler</u>	Site Contact Name	
Phone Number	<u>(732) 979-1469</u>	Phone Number	
Address	<u>132 State Hwy. 36</u>	Address	
City, State, Zip	<u>West Long Branch, NJ 07764</u>	City, State, Zip	
Contact Person		Alternate Contact #1	
Name	<u>James Miller</u>	Name	<u>Steve Cioffi</u>
Title	<u>Fire Official</u>	Title	<u>OEM Coordinator</u>
Address	<u>965 Broadway</u>	Address	<u>965 Broadway</u>
City, State, Zip	<u>West Long Branch, NJ 07764</u>	City, State, Zip	<u>West Long Branch, NJ 07764</u>
Home Phone Number	<u>732-299-9587</u>	Home Phone Number	
Office Number	<u>732-571-5957</u>	Office Number	
Cell Number	<u>908-309-5719</u>	Cell Number	<u>(732) 904-6723</u>
E-Mail	<u>jmiller@westlongbranch.org</u>	E-Mail	<u>scioffi@westlongbranch.org</u>
Alternate Contact #2		Day of Show Contact	
Name	<u>Jason Gonter</u>	Name	<u>James Miller</u>
Title	<u>Borough Administrator</u>	Title	<u>Fire Official</u>
Address	<u>965 Broadway</u>	Address	<u>965 Broadway</u>
City, State, Zip	<u>West Long Branch, NJ 07764</u>	City, State, Zip	<u>West Long Branch, NJ 07764</u>
Home Phone Number	<u>(302) 354-1776</u>	Home Phone Number	<u>(908) 309-5719</u>
Office Number	<u>(732) 229-1756 X118</u>	Office Number	<u>(732) 571-5957</u>
Cell Number	<u>(302) 354-1776</u>	Cell Number	<u>(908) 309-5719</u>
E-Mail	<u>jgonter@westlongbranch.org</u>	E-Mail	<u>jmiller@westlongbranch.org</u>

Suggested Routing from New Castle:

Zambelli Fireworks Mfg. Co.

120 Marshall Drive

Warrendale, PA 15086

www.zambellifireworks.com

724-658-6611

(Fax) 724-658-8318

2024 Required Insurance Requisition Form

Customer Name Borough of West Long Branch

Address 965 Broadway

City West Long Branch State NJ Zip 07764

Display Date July 4, 2023 Rain Date July 5, 2024

Display Duration _____

Location of Display 132 State Hwy. 36

City West Long Branch State NJ Zip 07764

Name all Additional Insured

Shore Regional High School

Name & Address of Display Site Property Owner

Shore Regional High School (rear lot)

132 State Highway 36

West Long Long Branch, NJ 07764

Certificate to be issued to: Borough of West Long Branch

Address 965 Broadway

City West Long Branch State NJ Zip 07764

Title _____ Phone (732) 229-1756

*** This form must be returned with your signed contract in order for the insurance certificate to be processed. Our insurance company requires that we have this form in addition to the signed contract prior to the certificate being issued.**

724-658-6611

Zambelli Fireworks
120 Marshall Drive
Warrendale, PA 15086
www.zambellifireworks.com

(Fax) 724-658-8318

2024 REQUIRED DIAGRAM AND FIRING SITE INFORMATION

*Our goal is to provide you with the **BEST** possible display for your event dollar, under the safest conditions.*

It is a requirement of our Insurance Carrier and the authority having jurisdiction that a **SCALE** firing site diagram or aerial photograph be provided showing accurate distances in **ALL DIRECTIONS** to buildings, spectators, parking and bulk storage facilities, as well as roadways and highways that will remain open during the fireworks presentation. The scale firing site diagram or aerial photograph must clearly indicate the safety zone lines and limits that have been established for this program. An approved **SCALE** firing site diagram could be kept on file for future reference! Insurance Certificates will not be processed unless an approved firing site diagram or aerial photograph has been submitted.

Please use the following checklist to assist you in submitting your map or diagram. If an item is not applicable to your situation, please insert N/A.

Distances from the firing site to the following:

- | | |
|--|---------------------------------|
| 1) Spectators/Audience/Viewing Area | <u>1.152</u> Feet |
| 2) Parking Areas | <u>1.064</u> Feet |
| 3) Occupied Buildings: (Residents) | <u>450</u> Feet |
| 4) Public Buildings: (Schools, Churches, Hospitals
Correctional Facilities, Etc.) | <u>Approx 240</u> Feet |
| 5) Fuel Pumps/Storage, Explosive/Toxic Material Storage
(Gasoline Stations, Refineries, Etc.) | <u>1532</u> Feet |
| 6) Temporary Event Set-ups: (Tents, Carnival Rides,
Concession Stands, Etc.) | <u>N/A</u> Feet |
| 7) Highways, Roads, Streets, Etc. | <u>1631</u> Feet to Highway 36 |
| 8) Overhead Obstructions: (Power Lines, Lighting, Etc.) | <u>1500</u> Feet |
| 9) Active Railroads | <u>Approx 7,632</u> Feet |
| 10) Operating airports | <u>Approx 40</u> Nautical Miles |

Firing Site Location Coordinates

Firing Site Location Latitude: _____ (North)

Firing Site Location Longitude: _____ (West)


Signature

Fire Official
Title

3-21-24
Date

SAFE SHOWS ARE A RESULT OF PROPER PLANNING!

Councilmember offered the following resolution and moved its adoption:

**RESOLUTION APPROVING CHANGE ORDER AND PAYMENT CERTIFICATE
OF FRANK CYRWUS, INC.**

4/3/24

WHEREAS, FRANK CYRWUS, INC., 227 Hamburg Turnpike (Unit 8), Pompton Lakes, NJ 07442, has completed work in connection with the Borough Hall Roof Replacement Project; and

WHEREAS, the Borough Engineer has reported that Payment Certificate No. 2, in the amount of \$23,638.50, and Change Order No. 1, which shows a net decrease of \$38,615.00, are in proper form and that the stated work has been completed;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of West Long Branch that Payment Certificate No. 2, in the amount of \$23,638.50, is hereby approved; and

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to sign Change Order No. 1, which shows a net decrease of \$38,615.00; and

BE IT FURTHER RESOLVED that the appropriate Borough Officials are hereby authorized to make payment in accordance with this resolution.

Seconded by Councilmember and carried upon the following roll call vote:

AYES:
NAYS:
ABSENT:
ABSTAIN:

I hereby certify the foregoing to be a true and exact copy of the original resolution as adopted by the West Long Branch Borough Council on April 3, 2024.

BOROUGH CLERK



WLBR-01054

March 27, 2024

Jason Gonter, Borough Administrator
Borough of West Long Branch
965 Broadway
West Long Branch, NJ 07764

**Re: Frank Cyrwus, Inc. - Payment Certificate #2
Borough of West Long Branch**

Dear Mr. Gonter:

Enclosed for your review, please find the following documents:

- Payment Certificate No. 2 with backup and voucher
- Change Order No. 1 reducing the contract amount \$38,615, to a total of \$59,595.00.

Certified payrolls will be forwarded under separate cover.

If you have any questions or require additional information, please call.

Very truly yours,

T&M ASSOCIATES

JULIE E. NASTASI
WEST LONG BRANCH CLIENT MANAGER

JEN:ps

Enclosures

c: Carolina Santos, Borough Clerk
Michael Martin, CFO
Gloria Tartaro, Finance Clerk

G:\Projects\WLBR\01054\Construction\Payment\WLBR-01054 - Payment Documentation Transmittal No. 2.doc

BOROUGH OF WEST LONG BRANCH

-- COUNTY OF MONMOUTH --
BOROUGH HALL, P.O. BOX 639
WEST LONG BRANCH, N.J. 07764

PURCHASE ORDER

NO.

THIS NUMBER MUST APPEAR ON
ALL INVOICES, PACKAGES AND
DELIVERY RECEIPTS.

TO:

Frank Cyrwus, Inc.
227 Hamburg Turnpike, Unit 8
Pompton Lakes, NJ 07442

COMPLETE AND SUBMIT THIS VOUCHER WITH INVOICES

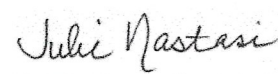
DATE 3/21/2024	ORDERED BY	DEPARTMENT	ACCOUNT TO BE CHARGED	DELIVERY DATE
QUANTITY	DESCRIPTION		UNIT COST	TOTAL COST
	To the cost of work performed on the Borough Hall Roof Replacement in accordance with Payment Certificate No. 2			\$23,638.50
TOTAL				\$23,638.50

CLAIMANT'S CERTIFICATION AND DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons with the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

 V.P. 3/27/24
SIGNATURE OFFICIAL POSITION DATE

SPACE BELOW FOR BOROUGH USE ONLY

OFFICER'S OR EMPLOYEE'S CERTIFICATION Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a municipal officer or employee or other reasonable procedures.  SIGNATURE	AUDITED AND APPROVED FINANCE CHAIRMAN	CHECK NO. AMOUNT \$ DATE OF CHECK
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TITLE OR COMMITTEE HEAD



YOUR GOALS. OUR MISSION.

WLBR-01054

March 21, 2024

Payment Certificate No. 2

Mayor and Borough Council
Borough of West Long Branch
965 Broadway
West Long Branch, NJ 07764

Re: Borough Hall Roof Replacement

Dear Mayor and Borough Council:

This is to certify that Frank Cyrwus, Inc., 227 Hamburg Tpke. Unit 8, Pompton Lakes, NJ 07442, Contractor for the above referenced project, has completed the work shown on the attached Payment Certificate No. 2 for work completed through February 28, 2024 and is entitled to payment for same.

The costs detailed on Payment Certificate No. 2 are summarized below:

TOTAL AMOUNT OF WORK COMPLETED TO DATE	\$59,595.00
LESS TEN PERCENT (10%) RETAINAGE	\$5,959.50
SUBTOTAL	\$53,635.50
LESS PREVIOUS PAYMENTS	\$29,997.00
TOTAL AMOUNT DUE THIS CERTIFICATE NO. 2	\$23,638.50

APPROVED BY:

Julie Nastasi

JULIE E. NASTASI

CLIENT MANAGER

CERTIFICATION OF CONTRACTOR:

I hereby certify that all items, units, quantities and prices of work and material shown on the attached progress estimate are correct; that all work has been performed and materials supplied and completely paid for in full accordance with the terms of the contract documents involved; that the foregoing is a true and correct statement of the contract account up to and including the last day of the period covered by this estimate; and that no part of the "Amount Due This Certificate" has been received:

<i>William Scrimms</i>	<i>VP</i>	<i>3/27/24</i>
Frank Cyrwus, Inc. <i>William Scrimms</i>	TITLE	DATE

JN

Attachment as Noted

cc: Carolina Santos, Borough Clerk
Frank Cyrwus, Inc.

PROJECT NO	WLB-01054
PAYMENT CERT	Number Two (2)
OWNER	Borough of West Long Branch
CONTRACTOR	Frank Cyrwus, Inc.
PROJECT	Borough Hall Roof Replacement

DATE :	March 21, 2024
--------	----------------

N O	O R I G	C O N T R	U N I T	D E S C R I P T I O N	O R I G	U N I T	P R I C E	O R I G	C O N T R	A M O U N T	A D J U S T E D		T H I S P E R I O D		A D J U S T E D		T O D A T E	
											Q U A N T I T Y	A M O U N T	Q U A N T I T Y	A M O U N T	Q U A N T I T Y	A M O U N T	Q U A N T I T Y	A M O U N T
1		3,300	SF	Roof Membrane			\$5.00		\$16,500.00		3,300.00		1,800.00	\$9,000.00		\$16,500.00	3,300.00	\$16,500.00
2		3,300	SF	Sheathing			\$5.00		\$16,500.00		577.00		385.00	\$1,925.00		\$2,885.00	577.00	\$2,885.00
3		3,300	SF	Cover Board			\$1.50		\$4,950.00		3,300.00		1,800.00	\$2,700.00		\$4,950.00	3,300.00	\$4,950.00
4		3,300	SF	Rigid Insulation			\$3.00		\$9,900.00		3,300.00		1,800.00	\$5,400.00		\$9,900.00	3,300.00	\$9,900.00
5		150	LF	Gutters and Leaders			\$8.00		\$1,200.00		150.00		150.00	\$1,200.00		\$1,200.00	150.00	\$1,200.00
6		1	LS	Demo - Including Membrane & Accessories, Sheathing, Gutters, Leaders, etc.			\$24,160.00		\$24,160.00		1.00		0.25	\$6,040.00		\$24,160.00	1.00	\$24,160.00
7		1	ALL	Asbestos Testing Allowance			\$5,000.00		\$5,000.00		0.00		0.00	\$0.00		\$0.00	0.00	\$0.00
8		1	ALL	ACM Remediation			\$20,000.00		\$20,000.00		0.00		0.00	\$0.00		\$0.00	0.00	\$0.00
TOTAL " ORIGINAL CONTRACT AMOUNT "											\$98,210.00							
TOTAL " THIS PERIOD " ESTIMATE															\$26,265.00			
TOTAL " ADJUSTED CONTRACT AMOUNT "																	\$59,595.00	

NOTICE TO PROCEED:	4-Dec-23	PREVIOUS PAYMENTS	DATE	TOTAL TO DATE	\$59,595.00
CONTRACT COMPLETION DATE:	2-Feb-24	CERT NO 1	\$29,997.00	24-Jan-24	
CONTRACT TIME (DAYS):	60	CERT NO 2	\$0.00	LESS TEN PERCENT (10%) RETAINAGE	\$5,959.50
TIME ELAPSED (DAYS):	108.00	CERT NO 3	\$0.00	SUBTOTAL	\$53,635.50
% TIME ELAPSED:	180.00%	CERT NO 4	\$0.00	LESS PREVIOUS PAYMENT(S)	\$29,997.00
% WORK COMPLETED:	100.00%	CERT NO 5	\$0.00	TOTAL AMOUNT DUE THIS ESTIMATE	\$23,638.50
		CERT NO 6	\$0.00		
		CERT NO 7	\$0.00		
		TOTAL	\$29,997.00		

T&M ASSOCIATES
CONSULTING & MUNICIPAL ENGINEERS
ELEVEN TINDALL ROAD
MIDDLETOWN, NEW JERSEY 07748

SHEET NO. 1 OF 2
PROJECT NO. WLBR-01054

CHANGE ORDER NO. 1

DATE: March 21, 2024

PROJECT: Borough Hall Roof Replacement

OWNER: Borough of West Long Branch

CONTRACTOR: Frank Cyrwus, Inc.

DESCRIPTION OF CHANGE:

REDUCTIONS:

Items 2, 7 and 8 are reduced to reflect as-built quantities.

EXTRA:

SUPPLEMENTARY:

APPROVAL RECOMMENDED:

Julie Nastasi

JULIE E. NASTASI
WEST LONG BRANCH CLIENT MANAGER

ACCEPTED:

William Scrivens
CONTRACTOR: William Scrivens
Frank Cyrwus, Inc.

OWNER'S APPROVALS:

NOTE: All work to be done
according to Contract
Specifications.

SEE ATTACHED DETAIL	ADDITIONAL	REDUCTION
A. TOTAL REDUCTIONS THIS C.O.	XXXXXXXXXXXX	\$38,615.00
B. TOTAL EXTRAS THIS C.O.	\$0.00	XXXXXXXXXXXX
C. TOTAL SUPPLEMENTARY THIS C.O.	\$0.00	XXXXXXXXXXXX
TOTALS THIS C.O.	\$0.00	\$38,615.00
NET CHANGE THIS CHANGE ORDER		\$38,615.00
PREVIOUS CHANGE ORDERS	\$0.00	\$0.00
TOTAL CHANGE ORDERS TO DATE	\$0.00	\$38,615.00
NET CHANGE IN CONTRACT		\$38,615.00

ORIGINAL CONTRACT BID PRICE	\$98,210.00
CHANGE ORDERS TO DATE	-\$38,615.00
REVISED CONTRACT PRICE	\$59,595.00

PROJECT:	Borough Hall Roof Replacement
OWNER:	Borough of West Long Branch
CONTRACTOR:	Frank Cyrwus, Inc.

REDUCTIONS	ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
	2	Sheathing	2723.00 SF	\$5.00	\$13,615.00
	7	Asbestos Testing Allowance	1.00 ALL	\$5,000.00	\$5,000.00
	8	ACM Remediation	1.00 ALL	\$20,000.00	\$20,000.00

A. TOTAL REDUCTIONS \$38,615.00

EXTRA					\$0.00
					\$0.00

B. TOTAL EXTRA \$0.00

SUPP					\$0.00

C. TOTAL SUPPLEMENTARY \$0.00

4/3/24

Councilmember offered the following resolution and moved its adoption:

**RESOLUTION APPROVING SHARED SERVICES AGREEMENT BETWEEN THE
BOROUGH OF OCEANPORT AND THE BOROUGH OF WEST LONG BRANCH**

WHEREAS, the Borough of West Long Branch and the Borough of Oceanport have been involved in negotiations for several months, with a view toward West Long Branch moving its Municipal Court operation to the Borough of Oceanport; and

WHEREAS, Oceanport has agreed to allow West Long Branch to utilize Oceanport's Court Room and to allow West Long Branch to utilize the Oceanport Municipal Court offices effective upon the adoption of a Resolution by each municipality, execution of the Agreement and notice to and the approval of the Administrative Office of the Courts (hereinafter, "the AOC") and the Assignment Judge of Monmouth County Superior Court (hereinafter, "the Assignment Judge"), whichever occurs later; and

WHEREAS, the Borough Councils of both Oceanport and West Long Branch find that it would be in the best interest of the Parties for West Long Branch to utilize the Oceanport Municipal Court Room, Court offices, and to share employees, facilities, and equipment, under the terms and conditions referenced herein; and

WHEREAS, this Agreement is established in accordance with the Uniform Shared Services and Consolidation Act, P.L 2007, c. 63 at N.J.S.A. 40A:65-1, et seq.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of West Long Branch that the attached Shared Services Agreement with the Borough of Oceanport to utilize the Oceanport Municipal Court Room, Court offices, and to share employees, facilities, and equipment, be and the same is hereby approved, and the Mayor and Clerk are hereby authorized to sign the same; and

BE IT FURTHER RESOLVED that this Agreement shall take effect upon the approval of the Administrative Office of the Courts and the Assignment Judge, the adoption of appropriate ordinances of the parties and the execution of the Agreement authorized thereafter by their appropriate respective officials.

BE IT FURTHER RESOLVED that a notice shall be sent by the Borough Clerk to the Division of Local Government Services in the Department of Community Affairs, as required by N.J.S.A. 40A:65-4b.

Seconded by Councilmember and carried upon the following roll call vote:

AYES:
NAYS:
ABSENT:
ABSTAIN:

I hereby certify the foregoing to be a true and exact copy of the original resolution as adopted by the West Long Branch Borough Council on April 3, 2024.

BOROUGH CLERK

**MUNICIPAL COURT SHARED SERVICES AGREEMENT
BETWEEN THE BOROUGH OF OCEANPORT AND THE
BOROUGH OF WEST LONG BRANCH**

THIS SHARED SERVICE AGREEMENT made this 3rd day of April, 2024, by and between the **BOROUGH OF OCEANPORT** ("Oceanport"), a municipal corporation of the State of New Jersey with its principal offices located at 910 Oceanport Way, Oceanport, New Jersey 07757 and the **BOROUGH OF WEST LONG** ("West Long Branch"), a municipal corporation of the State of New Jersey with its principal offices located at 965 Broadway, West Long Branch, New Jersey 07764 will be collectively referred to herein as the "Parties".

WITNESSETH:

WHEREAS, the "Uniform Shared Services and Consolidation Act" at N.J.S.A. 40A:65-1 et seq., (the "Act"), allows a local unit to enter into an agreement with any other local unit or units to provide or receive any service that each local unit participating in this agreement is empowered to provide or receive within its own jurisdiction, including services incidental to the primary purposes of any of the participating local units; and

WHEREAS, Chapter 12, Municipal Courts, at N.J.S.A. 2B:12-1(c) provides that "two or more municipalities, by ordinance or resolution, may agree to provide jointly for courtrooms, chambers, equipment, supplies and employees for their municipal courts and to agree to appoint judges and administrators without establishing a joint municipal court. Where municipal courts share facilities in this manner, the identities of the individual courts shall continue to be expressed in the captions of orders and process"; and

WHEREAS, the Borough of Oceanport (hereinafter, "Oceanport") and the Borough of West Long Branch (hereinafter, "West Long Branch") desire to share facilities, equipment, office staff, and record storage in accordance with N.J.S.A. 2B:12-1 in order to conserve resources and to provide for a more efficient and more economically sound municipal court system; while each municipality maintains its right to appoint its own judge, prosecutor and public defender; and

WHEREAS, Oceanport has agreed to allow West Long Branch to utilize Oceanport's Court Room and to allow West Long Branch to utilize the Oceanport Municipal Court offices effective upon the adoption of a Resolution by each municipality, execution of the Agreement and notice to and the approval of the Administrative Office of the Courts (hereinafter, "the AOC") and the Assignment Judge of Monmouth County Superior Court (hereinafter, "the Assignment Judge"), whichever occurs later; and

WHEREAS, the Borough Councils of both Oceanport and West Long Branch find that it would be in the best interest of the Parties for West Long Branch to utilize the Oceanport Municipal Court Room, Court offices, and to share employees, facilities, and equipment, under the terms and conditions referenced herein; and

WHEREAS, this Agreement is established in accordance with the Uniform Shared Services and Consolidation Act, P.L. 2007, c. 63 at N.J.S.A. 40A:65-1, et seq. ("the Agr

NOW THEREFORE, with the foregoing Recitals incorporated herein by reference and in consideration of the mutual covenants contained herein, Oceanport and West Long Branch intending to be legally bound, hereby agree as follows:

1. Provision of Service and Space within the Oceanport Municipal Building.

- A. Commencing May 1, 2024, Oceanport shall provide West Long Branch with suitable and sufficient space and the services set forth herein in the Oceanport Municipal Building located at 910 Oceanport Way, Oceanport, NJ ("the Municipal Building") in which to conduct municipal court. The Parties agree that all court sessions for the Borough of West Long Branch shall be held at the Oceanport Municipal Building. Suitable and sufficient space shall mean and shall include Municipal Court Chambers for West Long Branch's judge, the Municipal Courtroom, offices for and/or conference rooms for West Long Branch's Municipal Prosecutor and Public Defender, the violations bureau, archive storage space and rest rooms for all court personnel.

West Long Branch, at its sole cost and expense, shall erect appropriate signage inside and outside of the Municipal Building designating its municipal courtroom as a shared facility with the Borough of Oceanport Municipal Court.

If at any time municipal court services are not as good as the level, quality and scope of services that existed at the commencement of the Agreement, West Long Branch shall notify Oceanport thereof and Oceanport, with reasonable promptness, shall correct such deficiencies in services to West Long Branch's satisfaction.

2. Municipal Court Staff within the Oceanport Municipal Building.

- A. Prosecutor, Judge and Municipal Public Defender. Each party will have appointed each of these positions and each shall be solely responsible for the compensation and associated benefits, if any, provided to these professionals under separately negotiated contracts. If at any time the Parties agree to utilize the same individual for any of these positions, or in contemplation of establishing a joint municipal court, the Parties shall use their best efforts to negotiate an amendment to the Agreement and provide for the adoption of same by Resolution subject to the approval of the AOC and the Assignment Judge.
- B. Joint Municipal Court Administrator. Upon execution of the Agreement, West Long Branch shall discontinue use of its current Court Administrator and shall use the certified court administrator provided by Oceanport. The Municipal Court Administrator for Oceanport will serve as the Joint Municipal Court Administrator for Oceanport, Sea Bright, and West Long Branch. Oceanport shall pay the salary of the Municipal Court Administrator

and associated benefits, if any, who shall remain an employee of Oceanport and shall retain all tenure rights accrued from Oceanport. Any subsequent appointment of a municipal court administrator shall be in conformance with N.J.S.A. 2B:12--10.

- C. Joint Deputy Court Administrator. Upon the commencement of this Agreement, West Long Branch shall discontinue use of its current Deputy Court Administrator. The Deputy Court Administrator for Oceanport shall serve as full time Deputy Court Administrator for Oceanport, Sea Bright, and West Long Branch and shall become an employee of Oceanport, subject to the approval of the Municipal Court Administrator, which approval shall not be unreasonably withheld. Oceanport shall be solely responsible for the salary, wages and any associated benefits of the Deputy Court Administrator.
- D. Additional Court Personnel. Oceanport shall not hire any additional municipal court personnel, part time or full time, after commencement of this Agreement or fire any court personnel, without prior written notice to and the approval of West Long Branch. Any additional part-time employees hired with the consent of the parties shall be employees of the Borough of Oceanport.
- E. Courtroom Security. West Long Branch will provide security for West Long Branch's Municipal Court sessions subject to the approval of the Superior Court and the Administrative Office of Courts.

Oceanport shall provide for an alternate exit for court employees in the event of an emergency

- F. Interpreter. West Long Branch shall continue to use its own interpreter for Municipal Court and its telephone interpreter system for first appearances only.
- G. Court Calendars. The municipal court operations of the parties shall be managed by the Joint Municipal Court Administrator using separate court calendars. Scheduling officers for West Long Branch's cases shall be managed efficiently to reduce overtime and minimize demands on officers under subpoena to testify.

3. Transition.

3.

- A. Bank Accounts. The Parties shall each receive and retain all net revenues generated by all cases on their respective court dockets as is currently provided by them. In accordance with N.J.S.A. 2B:12-1 et seq. Oceanport and West Long Branch will maintain separate bank accounts for revenue purposes. In addition, West Long Branch agrees that the financial records relating to all Municipal Court activities involving West Long Branch prior to the Effective Date, including the case book and bail accounts, shall be audited by the Administrative Office of the Courts

and by an independent auditor, and that all fees associated with such audits shall be paid for by West Long Branch.

The Joint Court Administrator's duties shall include establishing the accurate amounts to be transferred to West Long Branch, collection of money received as: fines and forfeitures, financial reports covering such funds, records of receipts and disbursements, and preparing checks for monthly revenues to West Long Branch.

- B. Liabilities. Any liability associated with or concerning Oceanport or West Long Branch determined to exist prior to or after the Effective Date shall be the sole responsibility of the Borough which incurred such liability.

4. Compensation.

- A In consideration for the full use of Oceanport's municipal court space, personnel and resources, as agreed to herein, Sea Bright agrees to pay to Oceanport \$120,000.00 annually, with payments made monthly in the amount of \$10,000 due no later than the 15th of each applicable month.

- B. Compensation Adjustment.
Accounting records for the expenses associated with municipal court records will be maintained by Oceanport and shall be available for inspection by West Long Branch upon request. Review of actual operating expenses for municipal court services will be done annually by the Municipal Court Advisory Committee described in Paragraph 8 and will form the basis for any compensation adjustment recommended to the Parties in accordance with N.J.S.A. 40A:65-9(3). _____

- 5. Dispute of Payment. As provided in the Uniform Shared Services and Consolidation Act, P.L. 2007, c. 63 at N.J.S.A. 40A:65-8(g), in the event of any dispute as to the amount to be paid under the terms of this Agreement, the full amount to be paid in accordance with Section 4 shall be paid without prejudice to the disputing Parties. If through subsequent negotiation, mediation, litigation, or settlement, the amount due shall be determined, agreed to or adjudicated to be less than what was actually so paid, West Long Branch shall promptly be repaid the excess.

- 6. Municipal Court Advisory Committee. The Municipal Court Advisory Committee shall consist of three representatives of each Party, elected, or appointed, who shall periodically meet as may be necessary to ensure that all obligations under this Agreement are being satisfied or to explore new issues and considerations related to shared services and long-term municipal court planning. Each party shall notify the other party of the names of its committee representatives annually within thirty (30) days of their annual respective reorganization meeting.

7. Modification. Any modification to the Agreement may be explored first by the Municipal Court Advisory Committee if the Parties so choose or directly negotiated between the Parties, and amendments shall be made and adopted by resolution of both Parties with notice to the Administrative Office of the Courts and the Assignment Judge.
8. Indemnification. In addition to the other rights and remedies of the Parties herein, the Borough of Oceanport and the Borough of West Long Branch agree, to the extent permitted by law, to indemnify and hold each other harmless, their officials, employees and agents, from any and all liability and claims for damages or injuries on the part of Oceanport and/or West Long Branch, caused by or resulting from the negligent acts or omissions of each municipality arising out of this Agreement or any of the obligations assumed by Oceanport and West Long Branch hereunder, provided it is determined by a court of proper jurisdiction that Oceanport and/or West Long Branch is solely responsible for such liability, In the event it is determined by the Court that Oceanport and/or West Long Branch are not solely responsible for said liability, the liability of each municipality is limited to that degree of liability determined by said Court to be the proportionate liability.
9. Insurance.
- A The Parties will keep in force, at their respective sole expense, comprehensive general liability insurance with insurance companies licensed in the State of New Jersey or with Monmouth County or the Joint Insurance Fund, which insurance shall be evidenced by certificates and/or policies to be exchanged by both Parties.
- Oceanport shall provide Comprehensive General Liability Insurance with a combined single limit of \$1,000,000/\$3,000,000 aggregate for bodily injury and property damage and shall name West Long Branch as an additional insured.
- B. This insurance shall indicate on the Certificate of Insurance the following coverages:
- Operations;
 - Use of independent contractors and/or subcontractors;
 - Products and completed operations;
 - Broad form contractual; and
 - Broad form property endorsement.
- Each certificate or policy shall require a thirty (30) day cancellation notice.
- Certificates of insurance shall be delivered to each party, prior to the commencement of this Agreement. All policies and certificates of insurance shall be approved by each of the Parties prior to the implementation of this Agreement.

- C. Oceanport shall provide statutory workers compensation insurance coverage with limits of \$500,000 for the joint positions of Court Administrator, Deputy Court Administrator and any additional court personnel who are hired by the Parties' mutual consent.
- D. Oceanport shall provide sufficient insurance coverage to protect West Long Branch's municipal court records from loss or damage by fire and such other hazards as may be included in the standard all risk of physical loss policy.
- E. Oceanport shall provide commercial general liability insurance at limits of \$5,000,000 per occurrence and shall name Sea Bright as additional insured.
- F. Oceanport shall provide sufficient insurance coverage covering losses to West Long Branch resulting from negligent errors or omissions, or misappropriations of funds by any person employed by the court who handles monies received for West Long Branch in an amount and with terms agreed to by the parties as is further set forth in N.J.S.A. 2B:12-12.

10. **Caption.**

In accordance with N.J.S.A. 2B:12-1(c), the identities of the respective courts shall continue to be expressed in the captions of orders and process.

11. **Term.**

The term of this Agreement shall commence on the date of the approval of the State of New Jersey Administrative Office of the Courts, approval of the Assignment Judge and the adoption of Resolutions by the Parties, whichever comes later, and shall continue for a term of two (2) years until April 30, 2025, (the "Term") unless terminated sooner pursuant to the terms and conditions of Section 16 of this Agreement. Notwithstanding the foregoing, this Agreement may be extended for additional term by resolutions of the governing bodies of both parties,

12. **Dispute Resolution.** In the event a dispute shall arise concerning the terms and conditions of this Agreement, the Parties shall attempt non-binding mediation through a mediator of their choice and if mediation fails, the Parties hereto agree to be governed by the laws of the State of New Jersey.

13. **Entire Agreement.** This Agreement sets forth the entire understanding of the Parties hereto with respect to the transactions contemplated herein. No change or modification of this Agreement shall be valid unless same shall be in writing and signed by all the Parties hereto.

14. Severability. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplement of, or to this Agreement, or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implementation and give effect to the intentions of the Parties as reflected herein. All other provisions of the Agreement shall remain in full force and effect.
15. AOC and Superior Court Approval. The Parties acknowledge that this Agreement is contingent upon and subject to the approval of the State of New Jersey Administrative Office of the Courts and the Assignment Judge.
16. Termination. This agreement may be terminated at any time by either Party, with or without cause, by at least 90 days prior written notice to the other Party. In addition to any other notice requirements herein, the parties shall provide an additional ninety (90) days written notice of termination to the Administrative Office of the Courts and the Assignment Judge prior to the scheduled termination as a condition precedent to the termination of this Agreement.
17. Filing. In accordance with N.J.S.A. 40A:65-4(b), a copy of this Agreement shall be filed with the Division of Local Government Services in the Department of Community Affairs.
18. Good Faith Covenant. The Parties agree that they will cooperate with each other in all respects in furtherance of achieving the purposes and objectives of this Agreement.
19. Effective Date. This Agreement shall take effect upon the approval of the Administrative Office of the Courts and the Assignment Judge, the adoption of appropriate ordinances of the parties and the execution of the Agreement authorized thereafter by their appropriate respective officials.
20. Notices. All notices, statements, or other documents required by this Agreement shall be hand-delivered or mailed to the designated municipal representative.
 - a. The designated municipal representative for Oceanport is:

Borough Clerk
Borough of Oceanport
910 Oceanport Way
PO Box370
Oceanport, NJ 07757

- b. The designated municipal representative for West Long Branch is:

Borough Administrator
Borough of West Long Branch
965 Broadway
West Long Branch, NJ 07764

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective officers duly authorized and have caused this Agreement to be dated as of the day and year written above.

ATTEST:

Jeanne Smith
Municipal Clerk, Oceanport

Thomas J. Tvrdik
Mayor Oceanport

ATTEST:

Carolina Santos
Municipal Clerk, West Long Branch

Janet W. Tucci
Mayor, West Long Branch

Councilmember offered the following resolution and moved its adoption:

**RESOLUTION APPROVING CONTRACT WITH P.B.A. LOCAL 141
FOR THE YEARS 2024-2027**

4/3/24

WHEREAS, the collective bargaining agreement between the Borough of West Long Branch and the West Long Branch Police Department, P.B.A. Local 141, expired on December 31, 2023; and

WHEREAS, the governing body has been negotiating with the union on terms to be included in a new contract, and has reached a consensus which it feels is both reasonable and satisfactory, and the negotiating committee has recommended the same for approval to the governing body; and

WHEREAS, it is in the best interests of the employees and the borough to have an agreement fixing the responsibilities and obligations of the parties for budgetary purposes and general organizational reasons;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of West Long Branch that the attached form of agreement between the Borough of West Long Branch and the West Long Branch Police Department, P.B.A. Local 141, running from January 1, 2024, through December 31, 2027, inclusively, be and the same is hereby approved, and the Mayor and Borough Clerk are hereby authorized to sign the same on behalf of the borough.

Seconded by Councilmember and carried upon the following roll call vote:

AYES:
NAYS:
ABSENT:
ABSTAIN:

I hereby certify the foregoing to be a true and exact copy of the original resolution as adopted by the West Long Branch Borough Council on April 3, 2024.

BOROUGH CLERK

AGREEMENT

BETWEEN

**BOROUGH OF WEST LONG BRANCH
NEW JERSEY**

AND

**WEST LONG BRANCH POLICE DEPARTMENT
P.B.A. LOCAL 141**

JANUARY 1, 2024 through DECEMBER 31, 2027

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PREAMBLE

This Agreement, made this _____ day of **April, 2024**, by and between the **Borough of West Long Branch**, County of Monmouth and the State of New Jersey, hereinafter referred to as "Borough", and the **West Long Branch Police Department PBA Local 141**, hereinafter referred to as "Police", is designed to maintain and promote a harmonious relationship between the Borough of West Long Branch and such of its employees who are within the provisions of this Agreement, in order that more efficient and progressive public service may be rendered. The parties hereby recognize PBA Local #141 as the exclusive representative for contract purposes for all sworn police officers in the Borough with the exception of the Chief of Police. Excluded from the scope of this Recognition clause are all other Borough employees.

ARTICLE I

SALARIES

SECTION 1.

The 2024-2027 base salaries of all members covered by this agreement will be as set forth below:

SALARY GUIDE

	Base Salary Effective 01/01/2024	Base Salary Effective 01/01/2025	Base Salary Effective 01/01/2026	Base Salary Effective 01/01/2027
Captain	\$157,455.00	\$162,179.00	\$167,044.00	\$172,056.00
Lieutenant	\$149,405.00	153,887.00	158,504.00	163,259.00
Sergeant	\$141,338.00	145,578.00	149,945.00	154,444.00
Patrolman10	\$133,272.00	137,270.00	141,388.00	145,630.00
Patrolman 9a	\$119,095.00	122,668.00	126,348.00	130,138.00
Patrolman 9	\$104,919.00	108,066.00	111,308.00	114,648.00
Patrolman 8	\$ 97,668.00	100,598.00	103,616.00	106,724.00
Patrolman 7	\$ 90,414.00	93,127.00	95,921.00	98,798.00
Patrolman 6	\$ 83,163.00	85,658.00	88,228.00	90,875.00
Patrolman 5	\$ 75,911.00	78,188.00	80,534.00	82,950.00
Patrolman 4	\$ 68,658.00	70,717.00	72,839.00	75,024.00
Patrolman 3	\$ 61,407.00	63,249.00	65,146.00	67,101.00
Patrolman 2	\$ 54,154.00	55,779.00	57,452.00	59,176.00
Patrolman 1	\$ 46,901.00	48,308.00	49,757.00	51,250.00
Probation	\$ 44,000.00	45,320.00	46,680.00	48,080.00

SECTION 2.

The number suffixes on the Salary Guide; One through Ten (1-10) listed after Patrolman salary levels shall refer to the number of years served by that officer in the West Long Branch Police Department in order to achieve that pay status.

SECTION 3.

Step Patrolman 9a shall only be applicable to officers hired after 1/1/2024. All officers hired prior to 1/1/2024 shall advance from Patrolman 9 directly to Patrolman 10.

ARTICLE II

HOLIDAYS

SECTION 1.

The following days are considered to be holidays, but they are not paid holidays (see section 2) said holidays:

New Year's Day	Labor Day
Columbus Day	Veteran's Day
Election Day	Thanksgiving Day
Easter/Rosh Hashana	Christmas/Yom Kippur
Memorial Day	
Independence Day	

SECTION 2.

Holiday Pay has been factored into all members' base pay, therefore it will be forever considered part of their base salary (As reflected in the Salary Guide) therefore "Holiday Pay" has ceased to exist.

ARTICLE III

VACATIONS

SECTION 1.

All members of the West Long Branch Police Department will receive vacations pursuant to the following schedule:

<u>Years of Service</u>	<u># of Hours</u>
Less than one Year	-0-
After First Anniversary	80 hours
Calendar Year of Fourth Anniversary	96 hours
Calendar Year of Seventh Anniversary	136 hours
Calendar Year of Thirteenth Anniversary	176 hours
Calendar Year of Twentieth Anniversary	216 hours

SECTION 2.

Two officers assigned to Patrol (Excludes Detectives, Lieutenant and Captain) will be allowed to take vacation at the same time, regardless of the shift worked, provided the vacation request is placed thirty (30) days in advance.

If the same shall be placed less than thirty (30) days prior to the scheduled vacation, and said request does not bring the shift below minimum manpower/create overtime, the request will be approved. If the request does bring the shift below minimum manpower/create overtime it must be approved by the Chief of Police or his/her designee.

*If a Lieutenant is scheduled as one of the minimum manpower patrol officers on a given day, he shall be considered part of the officers "Assigned to Patrol" for that day and shall count as any other Patrolman or Sergeant attempting to utilize a Vacation day

SECTION 3.

The Borough shall permit employees to carry over to the next calendar year a maximum of eighty (80) hours of vacation time, subject, however, to the discretion of the Chief of Police. All vacation time carried over to a subsequent year must be used in that subsequent year or it will be lost at the end of that year.

SECTION 4.

Officers' will be allowed to submit vacation requests for the following calendar year starting on October 31st of the current calendar year. Officers' vacation requests shall be granted on a seniority basis, provided the request is submitted prior to February 15th of the year in which the vacation is to be taken. Any requests submitted after February 15th shall be assigned on a first come first served basis.

ARTICLE IV

SICK LEAVE

SECTION 1.

This section applies to all employees hired on or after January 1, 2000.

A. All permanent full time employees covered by this agreement, hired on or after January 1, 2000 shall be granted sick leave with pay of eight (8) hours for every month of service during their first calendar year of service and one hundred twenty (120) hours credited on January 1st of each calendar year thereafter. The amount of such leave not taken shall accumulate from year to year.

B. The employer may request an employee absent on sick leave for three (3) consecutive workdays to submit acceptable medical evidence substantiating the illness.

C. The employer may require an employee on extended sick leave (five (5) consecutive work days) to be examined by a doctor selected by the employer. This examination shall be paid for by the employer and may be required at any time after the period of the extended sick leave has been met and may also be required prior to return to active duty.

D. Upon retirement from the police department, pursuant to any approved retirement provided by New Jersey Law, the employee shall be entitled to cash in all accumulated sick hours at a rate **equal to the current year State of NJ Minimum Wage* to a maximum of ***\$16,000.00*. If the law changes, and mandates a lower maximum payout, then the lower maximum will apply. The Borough may choose to make this payment in one (1) installment at date of retirement or two (2) equal installments. The first payment shall be made at the retirement date, and the second payment on March 1st of the following year.

*Note: NJ Minimum wage for 2024 set at \$15.13 per hour.

**Note: In compliance with 40A:9-10.4 Statutory cap for reimbursement for accrued sick leave (for employees hired prior to 5/21/2010 is \$16,000.00, employees hired after 5/21/2010 is \$15,000.00)

E. If the employee should die prior to his/her retirement, the payment described in section D shall be paid to the employee's beneficiary as listed with PFRS benefits.

F. With the Borough's permission, employees participating in the sick day plan will be allowed to donate days to another employee who has used all his/her days.

SECTION 2.

This section applies to all members hired before January 1, 2000.

A. All permanent full time employees covered by this agreement hired before January 1, 2000 shall be considered grandfathered under the sick leave policy in effect prior to January 1, 2000.

B. The employer may request an employee absent on sick leave for three (3) consecutive workdays to submit acceptable medical evidence substantiating the illness.

C. The employer may require an employee on extended sick leave (five (5) consecutive work days) to be examined by a doctor selected by the employer. This examination shall be paid for by the employer and may be required at any time after the period of the extended sick leave has been met and may also be required prior to return to active duty.

ARTICLE V

UNIFORM ALLOWANCE & MAINTENANCE

SECTION 1.

The Borough agrees that it will designate a cleaner where members' uniforms will be cleaned. Said uniform items to be cleaned will be pants, jackets, ties, caps and shirts only, and any charge from the designated cleaner will be given to the Borough for payment by the Borough.

SECTION 2.

Each police officer will receive a clothing allowance credit of One Thousand Two Hundred dollars (\$1,200.00) for the years 2024, 2025, 2026 and 2027 to be used for the purchase of departmental uniform items from vendors chosen by the Chief of Police. The departmental uniforms shall include the authorized uniform, uniform accessories, foul weather gear, leather gear, black safety shoes/boots and such other items of equipment as are customarily utilized in law enforcement.

SECTION 3.

Detectives will receive a clothing allowance of One Thousand Six Hundred fifty dollars (\$1,650.00) in 2024, 2025, 2026 and 2027 to be paid in semi-annual installments on January 15th and July 15th of each year.

SECTION 4.

The Borough agrees to supply a newly hired full time employee of the police department with an initial uniform set-up, as designated by the Chief of Police, to a maximum amount of three thousand five hundred dollars (\$3,500.00). The new employee will not receive a clothing allowance for his first calendar year of employment.

SECTION 5.

Approved vendors for clothing allowance purchases chosen by the Chief of Police have been identified as: *Action Uniform Company* and *Galls*. Officers may purchase departmental uniform items from these two vendors directly by way of purchase

order. Officers who choose to purchase items outside of these two vendors shall adhere to the following procedure: Officers shall identify any items they want to purchase from an outside vendor and receive written approval from the Chief of Police's designee for the purchase. Upon attaining approval for the purchase, the officer may purchase the approved item(s) and submit a "Request for Expenditure of Funds" to be reimbursed by the Borough for the purchase.

ARTICLE VI

PERSONAL DAYS

SECTION 1.

Members of the West Long Branch Police Department will be each be granted Sixty (60) personal hours per year.

SECTION 2.

Prior to using authorized Personal hours, the member must attempt to give at least twenty-four (24) hours advance notice. If 24 hour notice is unable to be given, the request may be approved by the Watch Commander. Personal days will be approved in the order in which they are requested, and may be denied when there are not enough officers to fill the shift. If not taken during the year in which earned, twelve (12) unused personal hours may be carried over until the following March 31st.

ARTICLE VII

COMPENSATORY TIME

A. The Borough and PBA agree there will be compensatory time/compensatory time off by West Long Branch Police Officers. The following provisions shall apply with respect to the accrual and use of compensatory time by West Long Branch Police Officers.

B. Compensatory time earned is at one and a half (1 ½) Times the officer's regular rate of pay. (8 hours of overtime is equal to 12 hours compensatory time accumulated.)

C. Compensatory time off shall be used hour for hour (8 hours compensatory time off equals 8 hours off)

D. The choice of whether to accumulate compensatory time or to be paid overtime is at the discretion of the officer who earns the overtime. No one shall force the officer to accumulate compensatory time in lieu of being paid overtime.

E. Requests for use of compensatory time off cannot be submitted greater than five (5) days in advance. Compensatory time shall be granted by the on-duty shift OIC at the time of submission unless it brings the minimum shift manpower below standards set by the Chief of Police, in which case the request shall be denied. *This supersedes any timeframes for submission set forth by existing WLBPD SOP.

F. If an officer has been granted compensatory time off and the shift goes below the minimum shift manpower set by the Chief of Police, the officer shall still be granted the compensatory time off and the shift shall be filled with another officer even if it requires overtime to be paid (ex. Sick out, personal time, etc.).

G. No officer shall accumulate more than 160 hours of compensatory time.

H. No compensatory time shall be permitted to be utilized on the following dates: July 4, Mischief Night, Halloween Night, West Long Branch fireworks display and during the event hours of the West Long Branch Fall Festival and Christmas Tree Lighting Ceremony.

I. In the instance that an officer has submitted a Formal application for retirement with the Police and Firemen's Pension system, all compensatory time accumulated by the officer may be utilized prior to the officer's retirement as outlined herein: The officer will be permitted to utilize the compensatory time as "terminal leave" without restriction within the final 120 days of their employment with the Borough. This particular usage of the compensatory time will be outside of any restrictions for the use of compensatory time outlined in department SOP's or elsewhere. Any remaining unused compensatory time shall be paid to the officer at the time of retirement in accordance with FLSA guidelines.

ARTICLE VIII

BEREAVEMENT DAYS

SECTION 1.

A. Members of the West Long Branch Police Department will be granted five (5) consecutive workdays off for bereavement per death of the employee's immediate family. Immediate family will consist of mother, father, spouse, child, stepchild, stepmother, stepfather, mother-in-law, father-in-law.

B. Members of the West Long Branch Police Department will be granted three (3) consecutive work days off for bereavement per death of the employee's sister, brother, sister-in-law, brother-in-law, step-sister, step-brother, daughter-in-law, son-in-law, grandparent, grandchild, step-grandchild.

C. Members of the West Long Branch Police Department will be granted one (1) workday off for bereavement per death of aunt, uncle, niece and nephew.

D. Members of the West Long Branch Police Department shall start the utilization of any allowable Bereavement time within 7 calendar days of the relative's death. All Bereavement time shall be used on consecutive working days.

SECTION 2.

All bereavement days shall be "day for day", meaning a "day" shall be the same length in terms of hours as the officer's regular tour of duty (i.e., 8 hours, 12 hours, etc.)

ARTICLE IX

OVERTIME

SECTION 1.

A. Any member of the Police Department who shall perform in excess of eighty (80) hours of service in any fourteen (14)-day work period shall be paid at the rate of one and one-half (1 1/2) times his regular salary for the hours of service in excess of eighty (80) hours.

B. The Borough shall provide a minimum of four (4) hours of pay (to be paid at the rate of time and one-half) on any call-in, except Municipal Court. The Borough shall provide a minimum of two (2) hours pay (paid at the rate of time and one-half) for West Long Branch Municipal Court call-ins. These payments shall be paid for additional time involved in the event that the call-in exceeds the minimum time.

C. Members of the Police Department will receive time and one-half pay for firing range time.

D. When a uniformed officer's work schedule is changed with less than seven (7) calendar days notice, that shift worked for that day by the officer will be compensated at the rate of time and one-half. This shall not apply to shift changes due to scheduled schooling approved by the Chief of the Department when seven (7) calendar days notification can not be given. If the officer is off duty, the employer shall make two attempts to reach the officer by phone within a period of four

hours. If the subject officer cannot be reached within four hours, after two phone calls, the employer shall leave a note in the police officer's box.

SECTION 2.

Patrol officers with the West Long Branch Police Department currently work two thousand eighty hours (2080hrs) per year. The current schedule is commonly referred to as a "Modified 12 hour Pitman Schedule". If the Chief of Police seeks to change the current work schedule, the following procedure shall be followed:

A. Above listed schedule shall remain in effect unless 3 Months (90 Days) written notice is given to all officers that a new schedule will be implemented.

B. Within ten (10) calendar days of above written Schedule Change Notification, the Chief of Police shall meet with the PBA Executive Board to present in writing and discuss reasoning for changing current schedule and to hear concerns with a new schedule as well as any alternative suggestions to maintain the current schedule.

C. If all means are exhausted and there is a tangible managerial need and/or operational objective for modifying the work schedule, a schedule consisting of two thousand eighty hours (2080 hrs) may be implemented after 3 months (90 days) from the original written notice.

D. To the degree that it is legally negotiable, the PBA may challenge any modification of schedule through the parties grievance arbitration process

SECTION 3.

A. Consistent with past practice, officers whose regularly scheduled shifts fall on the beginning of Daylight Savings Time shall not be docked pay nor shall they owe time to the Borough when clocks advance ahead one hour during their shift. Similarly, officers whose regularly scheduled shifts fall on the end of Daylight Savings Time, shall not be awarded overtime or any additional compensation for the one extra hour worked due to the clocks going back one hour.

B. Officers who are not working as part of their regularly scheduled shift and are assigned to overtime shall receive compensation for the actual amount of hours worked. Example: Officers working 7PM-7AM at the beginning of Daylight Savings Time shall be entitled to 11 hours of overtime pay. Officers working 7PM-7AM at the end of Daylight Savings Time shall be entitled to 13 hours of overtime pay.

ARTICLE X

MISCELLANEOUS PROVISIONS

SECTION 1.

The Borough of West Long Branch will provide and pay for the purchase of prescription eyewear for use by members, if an appropriate and valid prescription is submitted to the Borough, with a maximum amount per year of two hundred seventy five dollars (\$275.00) for 2024, 2025, 2026 and 2027 to be paid by the Borough. This will include the cost of the examination.

SECTION 2.

If the State of New Jersey or insurance company issues a disability award to a member, the Borough of West Long Branch represents that such disability award will be paid in a lump sum to the member, or to his designated beneficiary. In the event the Police Officer should be receiving temporary disability payments as a result of a work-related accident, or any accident, injury or illness, the Borough shall pay the police member at his regular rate of pay, for a period not to exceed 12 months. The member shall endorse over to the Borough any disability checks he may receive for the time frame during which the Borough is paying his full salary. In the event any checks are not received, but are due, the Police Officer agrees to assign his rights for the collection of those benefits to the Borough.

SECTION 3.

The members may be granted leaves of absence without pay, only but not to exceed a period of six (6) consecutive months, and only upon prior approval by the Borough Council.

SECTION 4.

Any Police Officer who desires to take College courses must obtain the prior approval of the Chief of Police prior to electing College Course(s). The decision of the Chief of Police shall be final and not grievable. The Borough shall be responsible for a maximum of two hundred fifty dollars (\$250.00) per credit, and a maximum of twelve (12) credits per year, for a maximum obligation of one thousand four hundred and forty (\$1,440.00) dollars per year for college courses approved by the Chief and successfully completed.

SECTION 5.

An officer who has completed eighteen (18) years of service with the Borough of West Long Branch as a patrolman

shall attain the rank of corporal. This rank shall be a courtesy rank for years of service and shall have no bearing on any promotional proceedings or any salary increase.

SECTION 6.

In addition to the benefits set forth in this agreement, the borough agrees that all benefits presently enjoyed by the West Long Branch Police Department shall continue in full force unless previously rescinded, or modified or omitted by this contract.

SECTION 7.

A. The Borough shall charge any schools, race track, private contractor or the like, for police coverage, as in the past, at the rate of \$20.00 per hour plus the fee set by the Borough for the calendar year involved. In setting the fee, the Borough shall consider input from the PBA regarding an amount that it feels is reasonable and can be expected to be paid by the contractors. Such rate shall be thereafter fixed by Borough resolution annually in conformance with the terms of this contract.

The P.B.A. agrees that the differential fee for administrative costs (\$20.00 per hour) shall be increased as needed if it is determined that the \$20.00 fee does not cover the administrative and insurance costs, but not prior to the P.B.A. receiving ten (10) days advance notice prior to any increase.

Payment to the officer performing the duty shall be paid upon the Borough receiving the funds from the contractor for whom the officer performed the services.

The P.B.A. holds harmless and agrees to indemnify the Borough for any costs incurred in defending any officer's claim for higher rates of pay than as set forth in this agreement and for any coverage that the Borough may be called upon to pay in excess of the agreed fee as set forth in this agreement.

B. All Off-Duty work (Contractor Overtime) shall be distributed as fair and equitable as possible amongst all regular police officers of the Borough of West Long Branch. This shall be done in the same manor such as our current Patrol overtime system (SOP OT-1 Dated 07/08/2008), which utilizes the "Bar Graph Style Chart System". This shall be used for any Off-Duty work in or out of the Borough requiring FOUR HOURS or more.

C. It understood that all "other" Off-Duty work, such as but not limited to Shore Regional High School Events, Branches Events, Monmouth Park Racetrack, Monmouth University Events and any other event that consists of "LESS THAN 4 HOURS"

shall be divided amongst all members in a "fair and equitable manner". Ie: Evenly Dispersed with an equal opportunity for all members.

D. The P.B.A. understands that special police officers will be paid the same rate as members of the bargaining unit. It is agreed, however, that all such contractor overtime shall be first offered and given to regular police officers of the Borough of West Long Branch. Only when no regular police officer is willing or able to perform such duty will the contractor overtime be made available to special police officers.

E. Outside work minimum pay - An employee shall be guaranteed four (4) hours minimum, paid by the contractor, at the outside work rate set by resolution. If the contractor should cancel the activity, it will be the responsibility of said contractor to notify the dispatch desk of the cancellation at least two (2) hours prior to the agreed start time. Should the contractor fail to make such notification, said contractor will be responsible to pay the officer a four (4) hour minimum, at the outside work rate.

SECTION 8. Attendance at PBA Convention.

In conformance with past practice, the Borough will allow the duly-elected/appointed PBA delegate and alternate delegate to attend one PBA convention per year without penalty. In other words, neither the delegate nor alternate delegate will be charged sick time, vacation time, or personal time; however, the maximum time away from work to attend any such convention shall not be more than five (5) days. Neither the delegate nor the alternate delegate shall be docked any pay.

These provisions shall only apply to the PBA delegate and one (1) duly elected or appointed alternate.

SECTION 9. Providing Yearly Work Schedule

Members of the Police Department shall be provided with the following year's shift assignments / schedule no later than October 31st of the current calendar year. The PBA understands there may be unforeseen circumstances (ie. Personnel Assignments/Promotions/Injuries) that may require modification of the schedule.

ARTICLE XI

MATERNITY LEAVE/FAMILY LEAVE

SECTION 1. Maternity Leave.

A. Female employee shall notify the Chief of Police or his designee as early as possible upon learning that she is pregnant. Written notice of the pregnancy should be provided to the Borough no later than fourteen (14) days after the employee receives medical confirmation of the pregnancy.

B. A pregnant employee shall be permitted to continue to work her full and normal duties so long as same is permitted by a physician's certificate. Upon notification of her pregnancy, the employee shall submit a certificate from a physician concerning her ability to perform her job duties and any restrictions on these duties. The employee shall have a continuing obligation to notify the borough of any change in the status of her capability to work her full and normal duties.

C. The Borough shall also have the right to have any pregnant employee examined by a borough selected physician to render a determination as to that employee's ability to perform her normal duties. The examination shall be at the expense of the borough.

In the event of a conflict between the determinations of the employee's and borough's physicians, an independent third physician will be used to render a binding determination as to the employee's ability to work. The independent physician will be selected as follows:

(1) The borough and the PBA will each provide up to three (3) names of obstetricians.

(2) A blind, impartial selection shall be made from a combination of the two (2) lists. The selected physician shall be granted access to medical records and information pertaining to the employee and her pregnancy maintained by the borough's physician and the employee's physician, and the employee shall execute a release permitting such access.

D. A pregnant employee who fails to receive medical clearance to perform the full and normal duties of her job shall not be entitled to return to her duties until such medical clearance is obtained in writing.

E. If the employee is deemed not able to work her regular assignment by the process outlined in B or C of this section, the Chief or his designee may assign the pregnant

employee to temporary modified duty until the pregnant employee and her doctor, by the process outlined in B or C of this section, indicate in writing they believe she is unable to perform the duties and job. Nothing in this provision shall obligate the borough to create a new position, assignment or work where none exists. The borough will make every effort to find a modified duty assignment that she is capable of performing without injury to her health status as being pregnant and, requests for such modified duty will not be unreasonably denied.

F. The pregnant employee may wear appropriate civilian attire when, during the term of her pregnancy, it is such that wearing the basic uniform would be impractical, except if the borough, at its sole discretion and expense, provides appropriate uniforms, exclusive of the employee's annual uniform allowance. Such civilian attire must be in accordance with the standards established by the borough.

G. A leave of absence for reasons of disability due to pregnancy may be granted for the medically verified period of disability. Such leave will be unpaid.

H. If the employee, because of her status as being pregnant, is unable to do any job while she is pregnant or there is no temporary modified duty for her, then the employee may use any and all accrued sick days, vacation days and personal days while she is pregnant.

I. 1. If during the term of the employee's pregnancy she is using sick days, vacation days and personal days for time off, then the employee shall continue to accrue any and all benefits that she is entitled to under this contract, including medical insurance, seniority, sick days, vacation leave, personal days, etc., and all statutory benefits provided by New Jersey and Federal Law.

2. If the employee, during the term of the pregnancy, is out on disability due to the pregnancy, then the employee shall not accrue sick days, vacation leave and personal days, but the employee shall continue to accrue any and all other benefits that she is entitled to under this contract, including medical insurance, seniority and all other statutory benefits provided by New Jersey and Federal Law.

SECTION 2. Family Leave

A. The Borough agrees to comply as required in accordance with the Family and Medical Leave Act and the Family Leave Act.

ARTICLE XII

MEDICAL

SECTION 1.

The current dental plan in effect under the former contract (Delta Dental Plan Program 1-B), with the "Child Orthodontic Coverage" rider, or their equivalent, shall be maintained by the Borough for the benefit of the members of the West Long Branch Police Department.

SECTION 2.

The Borough agrees to provide health benefits after retirement. This means that the Borough will pay for health benefits under the Central Jersey Health Insurance Fund (AETNA POS), which shall be non-dental in nature and become effective January 1, 2012. If necessary or required, the Borough further agrees to pass an appropriate resolution effectuating this agreement. This benefit shall accrue to any member of the West Long Branch Police Department who has at least twenty-five (25) years of service. It is understood, however, that if the plan changes again, the Borough shall have the right to purchase an equivalent plan on the same terms as set forth in this section.

SECTION 3.

All bargaining unit members will be insured for health purposes under the Central Jersey Health Insurance Fund (AETNA POS) effective January 1, 2012.

SECTION 4.

Effective January 01, 2012, the members of the bargaining unit will be required to contribute toward their health insurance from their pay in accordance with the laws of the State of New Jersey. Should the laws of the State of New Jersey change, it is understood that prior to January 01, 2012, all bargaining unit members did not contribute toward their health insurance. Members are only contributing as a requirement of the laws and not as negotiated. If future laws do not require officers to contribute toward their health insurance, their contributions will immediately stop and the Borough will bear one hundred percent (100%) cost of the health insurance as previously negotiated.

SECTION 5.

The borough will explore the ability to provide unit members with insurance options with different deductibles, in which case, if the insurance company allows, each unit member will be able to select which option he or she wants. The borough, however, shall have no obligation to pay any increased premium if a unit member selects a plan with a higher premium. Neither shall the borough have any obligation to pay any unit member for selecting a lower premium plan.

ARTICLE XIII

GRIEVANCE PROCEDURE

SECTION 1.

A grievance is a complaint that there has been an improper application, interpretation, or violation of this Agreement.

SECTION 2.

A grievance, to be considered under this procedure, must be initiated in writing within ten (10) calendar days from the time when the cause for grievance occurred, and the procedure following shall be resorted to as the sole means of obtaining adjustment of the grievance. If the grievance is unanswered by Management within the time limits, it is assumed that the grievance is denied, and the West Long Branch P.B.A. Local 141 (hereafter referred to as "Police") has the absolute right to proceed to the next step.

SECTION 3.

A. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of further appeal and decision. (If the grievance is unanswered by Management within the time limits, it is assumed that the grievance is denied, and the Police have the absolute right to proceed to the next step.)

B. The grievance, when it first arises, shall be taken up orally between the employee, the Police representative and the Chief of Police (hereafter referred to as "Chief"). The Chief shall, within five (5) working days thereafter, give an oral or written decision on the grievance. (If the grievance

is unanswered by Management within the time limits, it is assumed that the grievance is denied, and the Police have the absolute right to proceed to the next step.)

C. If no satisfactory settlement is reached during the first informal conference, then such grievance shall be reduced to writing and the P.B.A. representative shall serve the same upon the Chief. Within five (5) working days thereafter, the grievance shall be discussed between the Chief the representative and the grievant, if the grievant wishes to attend. A written decision shall be given to the Police within five (5) working days thereafter. (If the grievance is unanswered by Management within the time limits, it is assumed that the grievance is denied, and the Police have the absolute right to proceed to the next step.)

D. If the decision given by the Chief does not resolve the grievance, the Police shall notify the Mayor and Council within five (5) working days of its desire to meet with the Chief and the Mayor and Council, who shall meet with a representative and the grievant, if the grievant wishes to attend, of the Police within ten (10) working days after receipt of the notice by the Mayor and Council. A written decision shall be given to the Police within five (5) working days thereafter. (If the grievance is unanswered by Management within the time limits, it is assumed that the grievance is denied, and the Police have the absolute right to proceed to the next step.)

E. In the event the grievance is not satisfactorily settled by the meeting between the Chief and the representative of the Police, then both parties agree that within ten (10) calendar days, either party may request the New Jersey Public Employment Relations Commission to aid them in the selection of an arbitrator, according to the rules and regulations of the Board, who shall have full power to hear and determine the dispute, and the arbitrator's decision shall be final and binding.

SECTION 4.

The arbitrator shall set forth his findings of fact and reasons for making the award. The arbitrator shall have no authority to change, modify, alter, substitute, add to or subtract from the provisions of this Agreement. Only one issue or grievance may be submitted to an arbitrator, unless the parties agree otherwise. No dispute arising out of any questions pertaining to the renewal of this Agreement shall be subject to the arbitration provisions of this Agreement. Attendance at arbitration hearings shall be limited to parties

that have a direct interest in the outcome of said hearing, such as witnesses and major representatives of each party.

SECTION 5.

The cost for the service of the arbitrator shall be borne equally between the Employer and the Police. Any other expenses incurred, including, but not limited to, the presentation of witnesses, shall be paid by the party incurring the same.

ARTICLE XIV

POLICEMEN'S BILL OF RIGHTS

SECTION 1.

Members of the Police Department hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police powers of the Borough.

The wide-ranging powers and duties given to the Department and its members involve them in all manner of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the Police Department. These questions may require investigations by Superior Officers. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

A. The interrogation of a member of the Police Department shall be at a reasonable hour, within the light of all circumstances involved, preferably when the member of the Police Department is on duty.

B. The member of the Police Department shall be informed of the nature of the investigation before any interrogation commences. If the informant or complainant is anonymous, then the officer shall be so advised. Sufficient information to reasonably apprise the member of the allegations should be provided. If it is known that the member of the Police Department is being interrogated as a witness only, he should be so informed at initial contact.

C. The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are necessary.

D. The interrogation of the member shall be recorded.

E. The member of the Police Department shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise or reward shall be made as an inducement to answering questions. Nothing herein contained shall be construed to prevent the investigating officer from informing the member of the possible consequences of his acts.

F. If a member of the Police Department is under arrest or likely to be; that is, if he is suspect or the target of a criminal investigation, he shall be given his rights pursuant to the decisions of the United States Supreme Court.

G. If a member, as a result of an investigation, is being charged with a minor violation of the rules and regulations, or is about to be so charged, the Chief or supervising officer will be able to interrogate the member. When a major violation of rules and regulations is being charged, or is about to be charged, the Police member will be afforded an opportunity to consult with counsel and/or his P.B.A. representative before any interrogation.

1. A "minor" violation of rules and regulations is one which shall not result in loss of pay, suspension, or termination of employment.

2. A "major" violation of rules and regulations is one which may result in loss of pay, suspension, or termination of employment.

SECTION 2.

An employee may see his personnel file upon reasonable notice and at reasonable times upon request. The employee shall receive written notification of any positive or negative comments added to his personnel file. If an employee wishes to answer or supplement any material found in his personnel file, he may do so within ten (10) days from the date the employee is notified and the material is placed in his personnel file, and his written statement shall become part of the personnel file.

SECTION 3.

An employee's home telephone number and address shall not be disclosed to any person who is not a member of the West Long Branch Police Department, Mayor and Council, and the Borough Clerk.

ARTICLE XV

MANAGEMENT'S RIGHTS

A. The borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this agreement by the laws and constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing, the following rights:

1. To executive management and administrative control of the municipal government and its properties and facilities and the activities of its employees;

2. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment, and to promote and transfer employees;

3. To suspend, demote, discharge or take any other disciplinary action for good and just cause according to law.

B. In the exercise of the foregoing powers, rights, authority, duties or responsibilities of the borough, the adoption of policies, rules, regulations and practices, and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement, and then only to the extent such specific and express terms hereof are in conformance with the constitution and laws of the State of New Jersey and the United States.

ARTICLE XVI

MODIFIED DUTY ASSIGNMENT

A. Modified duty may be assigned to any full-time Police Officer suffering from a medically certified illness, injury or disability requiring treatment by a physician and who, because of such illness, injury or disability is temporarily unable to perform the essential functions of Police Officer but is capable of performing alternate assignments.

B. The Borough and/or the Officer may request a modified duty assignment after the following requirements have been met.

1. The Officer has been on sick leave for five (5) consecutive work days as a result of illness, injury or disability requiring treatment by a physician.

2. A physician has certified that the Officer is able to perform in a modified duty capacity, and the modified duty assignment will not exacerbate or prolong his/her disability, illness, injury or physical restriction.
 3. The Borough and/or the Officer submit a request for modified duty assignment to the Chief of Police.
- C. If the Borough initiates the request for an Officer to be placed on modified duty, then the Borough will be responsible for the cost of the physician's certification.

If the Officer initiates the request for a modified duty assignment, then the Officer will be responsible for the cost of the physician's certification.

In the event of a conflict between the determination of the Police Officer's physician and the Borough's physician relative to the Officer's ability to perform modified duties, an independent third physician will be used to render a binding determination. The independent third physician will be selected as follows:

1. The Borough and PBA will each provide a list of up to three (3) physicians, other than the two already used.
 2. Any physicians' names which appear on both lists will be placed in a hat, and a blind draw will select the physician.
 3. If there is no physician's name which appears on both lists submitted, a blind impartial selection will be made from a combination of the two lists. The selected physician will be granted access to medical records and information pertaining to the Officer maintained by the Borough physician and the Officer's physician.
- D. Modified duty assignment shall consist of the following types of duties: answering phones, filing, typing, computer entry, assisting with police records, radio communications and similar clerical duties.
- E. Depending on the nature of the injury or illness, the Officer may temporarily have his/her ability to carry a firearm suspended. The Chief of Police and/or his designee will make this decision. The Officer will be prohibited from operating or riding as a passenger in a Borough owned vehicle. Officers assigned to modified duty shall not wear a departmental uniform and will instead wear business casual style clothing.

- F. The Chief of Police and/or his designee maintains the authority to assign an Officer to modified duty status.
- G. Modified duty assignment will not affect an Officer's pay classification, seniority, pay increases, promotions, retirement benefits or any other employee benefit.
- H. No specific position within the Department shall be established for use as a modified duty assignment, nor shall any existing position be designated or utilized exclusively for Officers on modified duty.
- I. The Chief of Police and/or his designee will review a modified duty assignment each month after the first two (2) months, with a maximum of six (6) months for off-duty injury/illness and a maximum of one (1) year for on-duty injury/illness, in order to determine whether any changes should be made.
- J. An Officer on modified duty assignment shall obtain permission from the West Long Branch Council Police Committee through the Chief of Police and/or his designee prior to engaging in any outside employment.
- K. Modified duty assignments shall not be assigned for disciplinary purposes.

ARTICLE XVII

CONSTRUCTION

This agreement shall be effective as of January 1, 2024, and expire December 31, 2027.

In the event that a new agreement has not been reached prior to the expiration date of this agreement the provisions of this agreement shall continue in force until such new agreement has been reached.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed, and the Borough seal of the Borough of West Long Branch to be placed hereon this _____ day of April, **2024**.

ATTEST:

BOROUGH OF WEST LONG BRANCH

JASON GONTER,
Borough Administrator

by:_____
JANET TUCCI, Mayor

ATTEST:

**WEST LONG BRANCH POLICE
DEPARTMENT
P.B.A. Local No. 141**

by:_____
Timothy Hanrahan (President)

by:_____
Jeffrey Hanlon

by:_____
Scott Rockhill

by:_____
Robert Knott

4/3/24

Councilmember offered the following resolution and moved its adoption:

RESOLUTION APPROVING SUMMER CONCERT SERIES CONTRACTS

WHEREAS, the West Long Branch Recreation Commission solicited contracts from bands to perform as part of the 2024 Summer Concert Series; and

WHEREAS, the representatives of the bands below submitted the attached Engagement Contracts for performance:

<u>Band</u>	<u>Date/Time of Performance</u>	<u>Cost</u>
<i>Low on Cash</i>	<i>Friday, July 19, 2024, at 7:00 PM</i>	<i>\$2,000.00</i>
<i>The Gumbo Gumbas</i>	<i>Friday, August 30, 2024, at 7:00 PM</i>	<i>\$2,000.00</i>
<i>Runaway Train</i>	<i>Friday, August 23, 2024, at 7:00 PM</i>	<i>\$1,750.00</i>
<i>The Get-Down Committee</i>	<i>Friday, August 9, 2024, at 7:00 PM</i>	<i>\$2,000.00</i>

WHEREAS, the Recreation Commission Chair recommends that the Borough Council approve these contracts; and

WHEREAS, funds are or will be available for this purpose:

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of West Long Branch that the attached Engagement Contracts for performance by the above bands at the dates, times, and costs indicated, be approved;

AND BE IT FURTHER RESOLVED that the performers shall provide an insurance certification in favor of the Borough, and as well as a completed and signed W-9 tax ID form;

AND BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are hereby authorized to sign said contracts on behalf of the Borough; and

BE IT FURTHER RESOLVED that this resolution shall be deemed part of, and an addendum to, the Engagement Contracts with the bands and a copy of this resolution shall be signed by each contractor.

Seconded by Councilmember and carried upon the following roll call vote:

AYES:
NAYS:
ABSENT:
ABSTAIN:

I hereby certify the foregoing to be a true and exact copy of the original resolution as adopted by the West Long Branch Borough Council on April 3, 2024.

BOROUGH CLERK

Performer Agreement

THIS CONTRACT (the "Agreement") made and entered into this [March 20th, 2024] (the "Execution Date"),

BETWEEN: The Boro of West Long Branch

[Lorraine Strommenger]
(the "Client")

– AND –

[Low On Cash]
(the "Performer")

BACKGROUND:

- A. The Performer is a professional entertainer known as "Low On Cash".
- B. The Client wishes to engage the Performer subject to the terms and conditions as follows:

IN CONSIDERATION OF and as a condition of the Client hiring the Performer and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged here, the parties to this Agreement agree as follows:

Venue

1. The place of performance (the "Venue") is located at:

Name: Franklin Lake
Address: Lakeview Ave, West Long Branch, NJ 07764
Telephone: 732-245-3914

Performance

2. The entertainment to be provided by the Performer is generally described as Classic rock covers and greatest hits from the 70's, 80's, and 90's. (the "Performance").
3. The Performance will consist of one show on the date and between the times indicated in the table below and the Venue will be available for set-up and sound check at the date and time also indicated in the table:

- Date of Show: July 19th, 2024
- Setup Time: 4:00pm
- Start Time: 7:00pm
- End Time: 9:00pm

Payment

4. In full consideration for all services rendered by the Performer at the Performance, the Client agrees to pay the Performer a fixed fee of \$2,000.00 (the "Fee").

Performer Expenses

5. The Performer agrees that the Fee is inclusive of all expenses, accommodations, holiday entitlements, traveling expenses to and from the Venue and covers any costs incurred by the Performer whatsoever, except as expressly provided in this Agreement.

Payment of Balance

6. Promptly after the last show on the final date of the Performance, the Client will pay to the Performer any outstanding balance of the Fee in cash, check, money order, or online payment.

Force Majeure

7. Neither the Performer nor the Client will be held liable for any failure to perform its obligations under this Agreement where such breach is due to any of the following: acts or regulations of public authorities, labor difficulties or strike, inclement weather, epidemic, interruption, or delay of transportation service, acts of God, or any other legitimate cause beyond the reasonable control of the Performer and the Client.

Inclement Weather

8. The client agrees to offer the performer a new performance date if the weather is poor and non performable. The performer can back out of performance if date is not possible.

Sickness and Accidents

9. The Performer agrees to meet its obligations under this Agreement subject to legitimate incapacity by sickness or accident. Failure to meet its obligations under this section will result in the Performer returning any and all outstanding deposits to the Client.

Advertising

10. The Client will be responsible for all promotion of the Performance. The Client agrees to use its best efforts to promote the Performance through appropriate media. The Performer will not be permitted to promote the Performance in any way without the consent of the Client and will not be allowed to advertise or promote the Performance through any means that is prohibited by relevant statute or that could be construed as offensive.

11. The Performer agrees that the Client may use the Performer's name, photographs, and other likenesses to promote the Performance. The Performer will provide the Client with copies of the Performer's promotional materials suitable for this purpose. The Client's right to use the Performer's name is limited to the period beginning with the Execution Date and ending upon completion of the Performance or upon cancellation of this Agreement.

Exclusivity

12. The Performer will perform exclusively for the Client throughout the actual period of services of this Agreement unless otherwise provided by the Client in writing. The Performer at the time of signing this Agreement will not be under any contract to a third party that might preclude the Performer from fulfilling the requirements of this Agreement.

Indemnification

13. The Performer is responsible only for its own conduct. The Performer will be compensated by the Client for any and all damage done to the Performer's equipment by the Client, its agents or guests. The Client indemnifies and holds the Performer harmless for any and all property damage or personal injury that results from or is related to the Performance that is not directly caused by the Performer.

14. The Client warrants and represents that it has, or will obtain, sufficient personal injury and property damage liability insurance with respect to the activities of the Client, its employees, agents or guests in relation to the Performance.

Permits

15. The Client warrants and represents that it has obtained any and all permits, approvals, licenses and variances necessary for the Performance.

Pyrotechnics

16. No pyrotechnic devices will be allowed during the Performance. Violation of this provision will result in immediate cancellation of the Performance and this Agreement.

Security

17. The Client will take reasonable precautions for the safety of the Performer and the Performer's equipment during all aspects of the Performance and at all times while the Performer and the Performer's equipment is on the Venue premises. The Client is also responsible for ensuring that only the Performer and its designated technicians and representatives are allowed on stage or in the backstage area.

Picket Lines

18. The Performer will not be required to cross a picket line established by a labor organization at the Venue nor will the Performer be disciplined, or this Agreement be considered or deemed breached by the Performer, by reason of the Performer's refusal to cross such picket line.

Governing Law

19. This Agreement will be governed by, and construed in accordance with, the laws of the State of New Jersey. The Client and the Performer each submit to the jurisdiction of the courts of the State of New Jersey/ Monmouth County for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

Covenant of Good Faith and Fair Dealing

20. The Client and the Performer agree to perform their obligations under this Agreement, in all respects, in good faith.

Miscellaneous Terms

21. Time is of the essence in this Agreement.

22. This Agreement may be executed in counterpart. Facsimile signatures are binding and are considered to be original signatures.

23. The Performer and the Performer's crew will not be in possession or consume at the Venue any illegal substances.

24. No part of the Performance may consist of acts in violation of any local laws, codes, statutes, ordinances, regulations, rules or any other requirements including building and fire regulations. If the Performer violates this section, the Client may immediately cancel the Performance and this Agreement.

25. The Performer's representative warrants that by signing this Agreement it has the authority to bind the Performer to the terms and conditions of this Agreement.

26. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

27. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

28. This Agreement contains the entire agreement between the parties and cannot be changed except by written instrument subsequently executed by the parties to this Agreement. All negotiations and understandings have been included in this Agreement. Statements or representations which may have been made to the Client by the Performer, or to the Performer by the Client, in the negotiation stages of this Agreement may in some way be inconsistent with this final written contract. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.

29. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Performer's successors, assigns, executors, administrators, beneficiaries, and representatives, and the Client's successors and assigns.

30. The Performer specifically warrants and represents that all copyrighted material to be performed has been licensed or authorized by the copyright owners or their representatives. The Performer indemnifies the Client for any copyright infringement and any expenses that may result from such copyright infringement during or as the result of the Performance.

31. The Client will be responsible for providing suitable power and electricity for the Performance.

32. It is the intent of the parties to this Agreement that the Performer is an independent contractor and will control the manner and means of the Performance. The Client will control the scheduling of the Performance. The Performer is not an employee of the Client. The exclusive nature of this Agreement is limited to the duration of the Performance and it is expected that the Performer will enter other similar agreements with other clients.

33. Any notices or delivery required here will be deemed completed when hand-delivered,

26. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

27. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

28. This Agreement contains the entire agreement between the parties and cannot be changed except by written instrument subsequently executed by the parties to this Agreement. All negotiations and understandings have been included in this Agreement. Statements or representations which may have been made to the Client by the Performer, or to the Performer by the Client, in the negotiation stages of this Agreement may in some way be inconsistent with this final written contract. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.

29. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Performer's successors, assigns, executors, administrators, beneficiaries, and representatives, and the Client's successors and assigns.

30. The Performer specifically warrants and represents that all copyrighted material to be performed has been licensed or authorized by the copyright owners or their representatives. The Performer indemnifies the Client for any copyright infringement and any expenses that may result from such copyright infringement during or as the result of the Performance.


31. The Client will be responsible for providing suitable power and electricity for the Performance.

32. It is the intent of the parties to this Agreement that the Performer is an independent contractor and will control the manner and means of the Performance. The Client will control the scheduling of the Performance. The Performer is not an employee of the Client. The exclusive nature of this Agreement is limited to the duration of the Performance and it is expected that the Performer will enter other similar agreements with other clients.

33. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven days after being placed in the post, postage prepaid, to the parties at the respective addresses contained in this Agreement or as the parties may later designate in writing.

IN WITNESS WHEREOF the Client and Performer have duly affixed their signatures under hand and seal on this [March 20th, 2024]

Bryan A Sniffen

WITNESS: 
Address: 408 CONOVER ST. HOWELL, NJ 07731
Occupation: Auto Repair Shop owner

INVOICE FOR SERVICES

Name: Runaway Train (Gary Smolokoff)

Address for Gary Smolokoff: 31 Cedar Ave, Unit 35

West End, NJ 07740

Email: gsmolokoff@jabra.com

For - West Long Branch

Date of Event: 8/23/24

Franklin Lake Park

West Long Branch NJ 07764

Date		Description	Price
8/23/24 - 7:00pm to 9:00pm band music		Band plays with no breaks. We will also provide our PA and lights	\$1,750.00
Total: \$1,750.00 (see below)		Please pay amount to Gary Smolokoff, 31 Cedar Ave Unit 35, Long Branch, NJ 07740	

Gary Smolokoff (West End Dogs) Gary Smolokoff Date 2/27/24

Borough of West Long Branch _____ Date _____

"The Get Down Committee" Band Performance Contract

IN CONSIDERATION of the mutual promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Buyer Borough of West Long Branch, 965 Broadway, West Long Branch, NJ 07764 hereby engages Band "The Get Down Committee" a live music performance band (primary contact Alexander McDaniel at 45 Oak Terrace, Howell, NJ 07731) to provide a performance upon the following terms:

Band will supply a 8 Piece band to perform live music for an event on August 9th, 2024 at Franklin Lake Park in Long Branch from 7pm to 9pm

Band will supply sound system and lighting. Band will not supply a stage.

Buyer/Venue will supply a flat surface of sufficient space to accommodate the band. Buyer/Venue will also supply sufficient electricity of at least two standard outlets.

Buyer will pay a performance fee of \$2000 for above to the Band. Payment will be by cash or check to Alexander McDaniel the day of the performance.

The obligation of band to perform shall be excused by detention of essential personnel by sickness, accidents, riots, strikes, epidemics, acts of God, Force of Nature or any other legitimate condition beyond the control of Band.

I have read and agree to all terms as written in this Agreement:

Buyer:

Name (Signature) _____

Name (Printed) _____

Date _____

"The Get Down Committee" Band Performance Contract

The Get Down Committee:

Name (Signature) _____

Name (Printed) _____

Date _____



Joe Grillo Music
15 Diane Drive
Ewing, NJ 08628
S. NJ/NY: 609-883-3492
N. NJ/PA: 908-627
FAX: 609-479-5122
joe@joegrillomusic.com
www.joegrillomusic.com

Performance Contract

2/27/24

Name of Performers	The Gumbo Gumbas
Name of Leader	Joe Grillo
Address	15 Diane Drive Ewing, NJ 08628
Phone	609-883-3492
Number of performers	7

Type of Event	Community Concert
Name of Client	City of West Long Branch
Address	
Phone	
Name of Client Representative	Lorraine Strohmenger
Email Address	rstrohmenger@comcast.net

Location of Performance	Franklin Lake Park
Address	Lakeview Avenue West Long Branch, NJ
Phone	
Date of Performance	August 30 th , 2024
Time of Performance	7:00 to 9:00

Compensation	\$2000.00
Deposit	\$0
Overtime	NA
Balance Due Day of Performance	\$2000.00

Joseph Grillo

Janet Tucci

Please make checks payable to "Grillo Music LLC"

Councilmember offered the following resolution and moved its adoption:

RESOLUTION APPROVING SETTLEMENT AGREEMENT BETWEEN THE BOROUGH OF WEST LONG BRANCH AND CWA LOCAL 1031

4/3/24

WHEREAS, The Borough of West Long Branch and CWA Local 1031 (“CWA”) wish to enter into a settlement agreement.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of West Long Branch that the Borough of West Long Branch hereby agrees to each and every term as set forth in the attached settlement agreement.

BE IT FURTHER RESOLVED that the Borough Administrator is hereby authorized to sign the attached settlement agreement.

Seconded by Councilmember and carried upon the following roll call vote:

- AYES:
- NAYS:
- ABSENT:
- ABSTAIN:

I hereby certify the foregoing to be a true and exact copy of the original resolution as adopted by the West Long Branch Borough Council on April 3, 2024.

BOROUGH CLERK

4/3/24

Councilmember offered the following resolution and moved its adoption:

**RESOLUTION ACCEPTING PROPOSAL BY AUTOMATED BUILDING CONTROLS FOR
HVAC SERVICES AT THE WEST LONG BRANCH LIBRARY**

WHEREAS, there is a need for maintenance and upgrades of the HVAC equipment located in the Library; and

WHEREAS, Automated Building Controls, Inc. submitted the attached proposal for complete HVAC scope of work at the West Long Branch Library for a total net cost of \$11, 728.88; and

WHEREAS, the cost breakdown is as follows:

<i>Gross Price</i>	<i>\$43,000.00</i>
<i>Incentive</i>	<i>\$31,271.12</i>
<i>Total Net Price as Described</i>	<i>\$11,728.88*</i>

**Process for incentive by Program Ally (Automated Building Controls, Inc)*

WHEREAS, the Borough Administrator recommends accepting the proposal submitted by Automated Building Controls, Inc.; and

WHEREAS, funds are or will be available for this purpose;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of West Long Branch that the attached proposal for complete HVAC scope of work at the West Long Branch Library, be approved; and

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to execute any and all necessary documents pursuant to said proposal on behalf of the Borough.

Seconded by Councilmember and carried upon the following roll call vote:

AYES:
NAYS:
ABSENT:
ABSTAIN:

I hereby certify the foregoing to be a true and exact copy of the original resolution as adopted by the West Long Branch Borough Council on April 3, 2024.

BOROUGH CLERK

Phone: (732)918-8958
Fax: (732)918-2114
www.automatedbuilding.com

3320 Route 66
Neptune, New Jersey 07753

March 22, 2024

To: WEST LONG BRANCH
Re: West Long Branch Library HVAC

Dear Sir/Madam

We are pleased to quote you for a complete HVAC scope of work at the above referenced site. We will furnish the following:

For RTU-1:

- Turn off electricity and lock out power.
- Disconnect line voltage wiring from the existing unit.
- Recover refrigerant as per EPA Guidelines.
- Provide Crane, rigging and transportation to dispose of the unit and to install the new unit.
- Provide 1 Carrier 5 Ton Electric Cooling rooftop unit with factory installed dual enthalpy economizer, return air smoke detectors, Air Filters, non-fused disconnect, powered convenience outlets, & duct mounted CO2 sensor (fld. installed).
- Provide and install new unit onto curb adapter.
- Provide new external ductwork (to replace rusted duct) with insulation and waterproofing.
- Reconnect existing line voltage electric using existing feeders.
- Provide and install new 7 day programmable thermostat
- Install new Condensate drains.
- Provide factory start-up of all new equipment.

For Base Services:

- 2 year parts and labor warranty, 5 Year compressor warranty, 10 year heat exchanger warranty

Note:

- Overtime labor is included for rig
- All work shall be performed by companies licensed in their respective trades (Electrical, HVAC)
- Contractor and all subcontractors shall be insured. Insurance paperwork shall be provided to the owner upon signing of contract
- Permits are included (Price assumes permit fees will be waived)

Exclusions:

- Any item not mentioned in above scope of work
- Repairs to any existing mechanical equipment
- Overtime labor (Except where spelled out in scope of work)
- LAN Connection (LAN connection is by owner)
- Any and all fire, fire suppressant, smoke, life safety, or security systems
- Cutting or patching of walls, **roof penetrations**, or painting.
- Engineering reports
- **Conduit**

	Gross Price	\$43,000.00
	Incentive	\$31,271.12
<u>Total Net Price as Described:</u>		<u>\$11,728.88*</u>

*Process for incentive by Program Ally (Automated Building Controls, Inc):

- ABC Completes site survey and all program paperwork
- Customer reviews and signs incentive paperwork
- Customer applies for NEIF financing (When applicable)
- Paperwork is sent to utility for approval
- JCPL/PSEG/NJNG approves
- Material is ordered
- ABC completes project
- Customer signs completion paperwork
- JCPL/PSEG/NJNG completes post completion inspection
- Customer is billed for the Net Price above – Unless NEIF financing is being used.
- JCPL/PSEG/NJNG pays ABC Balance due on project directly

ENERGY SAVINGS UPGRADES											
LOCATION	PRODUCT DESCRIPTION	EXISTING PROD/MODEL #	EXIST. QTY	PROD/MODEL #	REPLACE. QTY	ID	UNIT PRICE (Installed)	TOTAL COST	CUSTOMER COST	QTY INSTALLED (IF DIFFERENT)	CUSTOMER TO INITIALS CHANGES

[illegible]

1) I have reviewed the Energy Efficiency Assessment for the premises listed above. 2) I authorize energy efficiency related services work on the above listed premises. 3) I understand that all work identified on this Customer Work Order above in the section "JCP&L Program Incentive" is paid for by Willdan. I understand that I am responsible to pay Willdan or, if applicable the Installation Program Alies identified above, for that portion of the total cost identified above in the section "Customer Payment Due Upon Completion" at the time that the installation is completed. I further understand that I may pay Willdan, or if applicable the Installation Program Alie, by any of the following methods: credit card, money order, cashless check, PayPal, or cash. 4) I understand that JCP&L does not endorse, guarantee or warrant any particular manufacturer or product, and that JCP&L provides no warranties, expressed or implied, for any products or services. Customer's reliance on warranties is limited to warranties provided by Willdan, or Installation Program Alies and that products installed under this DI Program are warranted for a limited time. After the lapse of this warranty period, I will be responsible for replacement of said products. The warranty periods are provided below. 5) I authorize access to the above listed address for the purpose of installing the energy-saving upgrades and inspecting them upon completion. 6) I agree to indemnify, defend, and hold Willdan, JCP&L, and Installation Program Alies, harmless from any claims, losses, damages, or expenses, including reasonable attorneys' fees, that may be asserted against or incurred by Willdan, JCP&L, or Installation Program Alies, in connection with or arising out of this agreement. 7) I agree to provide you with my current contact information, including my name, address, phone number, e-mail address, and electric consumption data and electric energy savings to its third-party evaluation contractor for DI Program evaluation purposes. The evaluation contractor has agreed to keep Customer information confidential. Customer information may also be provided to the New Jersey Board of Public Utilities (NJBPU) Commission. Any Customer information provided to the NJBPU Commission will be aggregated with information about other customers and not personally identifiable. 8) The scope of work and pricing presented in this document is valid for no more than six (6) months after the signature date. After six (6) months, the project scope and/or pricing may be updated. 9) I understand all energy savings values are calculated based upon the New Jersey Technical Resource Manual ("TRM") for estimating savings for energy efficiency programs. The annual energy savings estimate presented in the Summary Report is based upon pre-determined sector hours listed in the TRM. Actual savings may vary depending on actual operating hours at the site. JCP&L DOES NOT MAKE ANY REPRESENTATIONS OF ANY KIND REGARDING THE RESULTS TO BE ACHIEVED BY THE ENERGY-SAVING MEASURES OR THE ADEQUACY OR SAFETY OF SUCH MEASURES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. 10) I understand that if existing lighting that is not in service when upgraded through the DI Program, actual energy savings will also vary from the Summary Report. 11) If non-comparable energy ballasts are found, Customer can elect to leave existing fixtures as is or replace ballasts at an additional cost. 12) Willdan reserves the right to cancel any DI project for any reason. 13) I have read, understand and am in compliance with all rules and regulations concerning the DI Program. I certify that all information provided is correct to the best of my knowledge. 14) By participating in, I agree to assign ownership of any Energy Efficiency resource credits resulting from my project(s) to JCP&L for the purpose of offering these credits into the markets operated by PJM Interconnection, Inc. (PJM).

Warranty Periods The energy savings upgrades are warranted from the date of installation as follows:				I accept the terms & Conditions above (Must Sign Before Installation):	
Lighting Parts & Labor	1 Year	LED Tubes, Ballasts & Integrated Fixtures**	5 Years	Contractor Signature	Date
LED Screw-In Lamps & Smart Thermostats**	3 Years	Evaporator & Door Heater Controls inc. parts & labor	2 Years	Customer Signature	Date
Exit Signs	1 Year	EC Motors inc. parts & labor	1 Year	Print Name	Title
HVAC & HVAC controls	1 Year	Food Service Equipment	1 Year		
**Manufacturer's warranty				Energy Saving Upgrades have been completed to my satisfaction (After Installation)	
Notes				Contractor Signature	Date
				Customer Signature	Date
				Print Name	Title

Incentive Summary

WEST LONG BRANCH BORO

The Lighting Tier depends on the percentage of total MMBtu Energy Savings

No Lighting Measures Included

	kWh Savings	Therms Savings	Total MMBtu savings	% Of Total MMBtu	Cost	Electric Calculated Incentive (% of cost)	Electric Capped Incentive (\$/kWh)	Gas Calculated Incentive	Gas Capped Incentive	Final Incentive (lesser of G or H, plus lessor of I or J)
Lighting	0.00		0.0000	0.00%	\$0.00	\$0.00	\$0.00			\$0.00
Electric HVAC	3,091.64		10.5487	13.43%	\$42,556.60	\$34,045.28	\$30,916.40			\$30,916.40
Electric Other	0.00		0.0000	0.00%	\$0.00	\$0.00	\$0.00			\$0.00
Gas		680.00	68.0000	86.57%	\$443.40			\$354.72	\$20,400.00	\$354.72
HVAC Tune-Up	0.00		0.0000	0.00%	\$0.00	\$0.00	\$0.00			\$0.00
TOTAL	3,091.64	680.0000	78.5487		\$43,000.00					\$31,271.12
Final Incentive (% of Cost)										72.72%
Total Electric Incentive										\$30,916.40
Total Gas Incentive										\$354.72

\$/kWh	\$10.00
\$/therm	\$0.52



Direct Install

Customer Installation Agreement
Tel: 1-877-831-5419 - <http://sbdi.energysavenj.com>

Account #		WEST LONG BRANCH BORO WEST LONG BRANCH LIBRARY 95 POPLAR AVE, WEST LONG BRANCH LIBRARY WEST LONG BRANCH, NJ 7764	WORK ORDER #	
100013408073			257069-A	
Representative Name	Energy Assessment Date		Customer Phone	Tool Version
Darrel Golden	1/3/24		7322295000	1.9.1
Installation Contractor			Contact Person	Customer Email
Automated Building Controls			Jason Gonter	jgonter@westlongbranch.org

Dear JCP&L Customer:

Thank you for your participation in the Direct Install ("DI") Program sponsored by JCP&L Company. This Customer Installation Agreement sets forth and confirms the understanding of the installation of Energy Efficiency measures as listed on the Customer Work Order (attached).

TERMS AND CONDITIONS:

- Scope of Work. See attached Customer Work Order, the contents of which are hereinafter referred to as the "Scope of Work".
- Electrical Violations. If electrical violations (as defined by the New Jersey County in which the install takes place) are found within Customer's establishment, Willdan must inform the owner, or the responsible Customer representative, of the life safety electrical hazard situation that exists before Willdan proceeds with the retrofit installation of the lighting fixtures. The existing violations must be corrected either by the owner, or by Willdan at an additional cost, which is not part of the DI Program. Willdan reserves the right to cancel any job for any reason.
- Payment. Customer is responsible for paying that portion of the total cost identified above in the section "Customer Payment Due Upon Completion". All payments are due upon completion of the work. Upon receipt of full payment, title to the installed Energy Efficiency measures transfers to Customer.
- Disposal. All DI Program related materials will be removed and disposed of in accordance with all federal, state and local regulations.
- Schedule. Customer will allow reasonable access for purposes of installing Energy Efficiency measures per the Scope of Work during normal business hours.
- Installation. Installation will commence within sixty (60) days of execution of this Customer Installation Agreement.
- Taxes. Customer agrees that it is solely responsible for any taxes or fees that may be assessed as a result of installation of Energy Efficiency measures and shall indemnify Willdan and JCP&L for any tax related claims. In the event that Customer claims any exemption from any tax, it must provide appropriate documentation prior to installation of measures.
- Willdan's entire liability and obligation under this agreement will not exceed the net customer cost. Under no circumstances will Willdan or JCP&L be liable for any special, incidental, indirect, punitive and/or consequential losses or damages of any kind or nature whatsoever (including, without limitation, for lost profits, time or revenue) for anything arising out of the performance or nonperformance of this agreement, whether claims for said losses or damages are premised on warranty, negligence, strict liability, contract or otherwise..
- General Terms. This Customer Installation Agreement incorporates the Terms and Conditions agreed to on the Customer Work Order (attached).
- The energy assessment and associated pricing is valid for a period of sixty (60) days from receipt of the proposal.
- Governing Law, Jurisdiction & Venue. All matters of dispute between the parties shall be governed, construed, and enforced in accordance with the laws of the State of New Jersey for both substantive and procedural matters (without giving effect to conflict of laws principles) regardless of the theory upon which such matter is asserted. The parties expressly exclude the applicability of the United Nations Convention on Contracts for the International Sale of Goods. Any legal suit, action, or proceeding regarding, arising from or relating to the Customer Installation Agreement must be instituted in a State or Federal Court in the State of New Jersey. Customer waives any objection it may have now or hereafter regarding the jurisdiction or venue of any such suit, action or proceeding and hereby irrevocably submits to the jurisdiction of any such court in any such suit, action or proceeding.
- Direct Install Do It Yourself Program. All measures listed as "DIY" or "No Cost" in the Customer Work Order are subject to the following conditions:
 - The Total Cost is for material only; it does not include installation.
 - The products provided are warranted by the manufacturer; refer to the manufacturer's warranty.
 - The customer understands that there is a 15-day deadline from the Delivery Date for installing incentivized products. If the customer does not install the products within 15 days of delivery, the customer will be invoiced for the Program Incentive amount.
 - If an existing ballast or fixture is found to be deficient by the Customer or Willdan, the deficiency must be rectified by the Customer, or by Willdan at an additional cost, which is not part of the Direct Install Program. Willdan reserves the right to cancel any job for any reason.

Payment Terms:	
Total Cost of Installed Measures:	\$43,000.00
Less: Program Incentive	\$31,271.12
Plus: Code Violation Fixing Fee	
Customer Payment Due Upon Completion:	\$11,728.88

Warranty Periods

The energy savings upgrades are warranted from the date of installation as follows:

Lighting Part & Labor	1 Year	LED Tubes Ballasts & Integrated Fixtures **	5 Years
LED Screw-In Lamps & Smart Thermostats**	3 Years	Evaporator & Door Heater Controls inc. parts & Labor	2 Years
Exit Signs	1 Year	EC Motors inc. parts & Labor	1 Year
HVAC & HVAC controls	1 Year	Food Service Equipment	1 Year

** Manufacturer's warranty

Authorization for Installation of Energy Saving Upgrades(Must Sign Before Installation)

Print Name	
Customer Signature	Date
Installation Contractor(Must Sign Before Installation)	
Print Name	
Signature	Date

JCP&L programs are funded by a charge on your energy bill. JCP&L programs can help you reduce your energy consumption and save you money. To learn more about JCP&L and how you can participate, go to www.energysaveNJ.com.

JCP&L has contracted with Willdan Energy Solutions and its subsidiary Willdan Lighting and Electric, Inc. ("Willdan") to administer the DI Program. DI offers a range of LED lighting, commercial refrigeration, HVAC replacement and HVAC controls upgrades. For more information please call 1-877-831-5419 or email energysavenj@willdan.com

1) I have reviewed the Energy Efficiency Assessment for the premises listed above. 2) I authorize energy efficiency related services work on the above listed premises. 3) I understand that all work identified on this Customer Work Order above in the section "JCP&L Program Incentive" is paid for by Willdan. I understand that I am responsible to pay Willdan or, if applicable the Installation Program Allies identified above, for that portion of the total cost identified above in the section "Customer Payment Due Upon Completion" at the time that the installation is completed. I further understand that I may pay Willdan, or if applicable the Installation Program Ally, by any of the following methods: credit card, money order, cashier's check, PayPal, or cash. 4) I understand that JCP&L does not endorse, guarantee or warrant any particular manufacturer or product, and that JCP&L provides no warranties, expressed or implied, for any products or services. Customer's reliance on warranties is limited to warranties provided by Willdan, or Installation Program Allies and that products installed under this DI Program are warranted for a limited time. After the lapse of this warranty period, I will be responsible for replacement of said products. The warranty periods are provided below. 5) I authorize access to the above listed address for the purpose of installing the energy-saving upgrades and inspecting them upon completion. 6) I agree to indemnify, defend, and hold Willdan, JCP&L, and Installation Program Allies, harmless from any claims, losses, expenses, liabilities, and costs for damage to or destruction of this property, or injuries to any person (including death) arising out of inappropriate/non-intended use of equipment installed as authorized by this agreement. 7) I agree that JCP&L may provide Customer information including Customer name, account number, electric consumption data and electric energy savings to its third-party evaluation contractor for DI Program evaluation purposes. The evaluation contractor has agreed to keep Customer information confidential. Customer information may also be provided to the New Jersey Board of Public Utilities (NJBPU) Commission. Any Customer information provided to the NJBPU Commission will be aggregated with information about other customers and not personally identifiable. 8) The scope of work and pricing presented in this document is valid for no more than six (6) months after the signature date. After six (6) months, the project scope and/or pricing may be updated. 9) I understand all energy savings values are calculated based upon the New Jersey Technical Resource Manual ("TRM") for estimating savings for energy efficiency programs. The annual energy savings estimate presented in the Summary Report is based upon pre-determined sector hours listed in the TRM. Actual savings may vary depending on actual operating hours at the site. JCP&L DOES NOT MAKE ANY REPRESENTATIONS OF ANY KIND REGARDING THE RESULTS TO BE ACHIEVED BY THE ENERGY-SAVING MEASURES OR THE ADEQUACY OR SAFETY OF SUCH MEASURES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. 10) I understand that if existing lighting that is not in service when upgraded through the DI Program, actual energy savings will also vary from the Summary Report. 11) If non-compatible emergency ballasts are found, Customer can elect to leave existing fixtures as is or replace ballasts at an additional cost. 12) Willdan reserves the right to cancel any DI project for any reason. 13) I have read, understand and am in compliance with all rules and regulations concerning this DI Program. I certify that all information provided is correct to the best of my knowledge. 14) By participating in , I agree to assign ownership of any Energy Efficiency resource credits resulting from my project(s) to JCP&L for the purpose of offering these credits into the markets operated by PJM Interconnection, Inc. ("PJM").

Jersey Central Power & Light Company (JCP&L)
Direct Install Program for Government and K-12 Public Schools
Non-Profit Facilities and Small Businesses

Customer Audit Access Agreement

with Attachment A - Owner Consent to Conduct Audit

Government / Non-Profit / Small Business Information			
Facility Name:			
Contact Name:			
Street:			Floor/Apt:
Municipality:		Zip:	
Facility Phone:		Cell Phone:	
JCP&L Account Number:			
Type of Facility: Municipal/State/Federal Non-Profit Small Business K-12 Public Schools			
Primary Building Use, NAICS description:			

*The North American Industry Classification System (NAICS) is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.

Building Information	
Same as Installation Address	Owner Tenant (Owner Permission Required; see attached) Bill to:
Name:	
Street:	Floor/Apt:
Municipality:	Zip:
Account Number:	

JCP&L is offering an energy conservation program (the "Program") to customers in its electric service territory that are government, K-12 Public Schools, qualified non-profit entities or small businesses with annual peak demands equal to or less than 200 kW. Customer is the Company's customer of record, i.e., the JCP&L electric account holder. Under the Program, Company is arranging the installation of certain energy conservation measures ("ECMs") at the facilities of eligible customers. Upon acceptance of the "Energy Efficiency Upgrade Proposal" by Customer, the work to be performed thereunder will be deemed the "Project."

This Customer Audit Access Agreement is entered into by _____ (the "Customer") and JCP&L's Direct Install Program Representative Willdan Energy Solutions (designee) for the benefit of Jersey Central Power & Light Company (the "Company" or "JCP&L"), each individually referred to as a "Party" and collectively referred to as the "Parties" in accordance with the following:

A. Customer desires for Company to perform a "walk through" energy audit (the "Audit") at Customer's facility (the "Facility") to determine whether Customer may benefit from participating in the Program.

B. Customer shall authorize and permit Company or its designee to enter the Facility to conduct the Audit subject to the terms and conditions below:

1. Customer hereby grants Company or its designee reasonable access to the Facility to perform the Audit at such date and time as the Parties shall mutually agree. The Audit shall be performed at no cost to Customer. In the event that Customer is not the owner of the Facility, Customer will obtain the consent of the owner as set forth in Attachment A - Owner Consent to Conduct Audit.
2. The Audit results will identify whether the Facility may be suitable any energy saving upgrades to lighting, refrigeration and/or ventilation/air conditioning. Company does not promise that the Audit will identify any or all energy savings measures that may be suitable for the Facility. Company does not warrant that, if Customer agrees to implement the recommendations of the Audit, Customer will realize energy savings. The information provided in the "Energy Efficiency Upgrade Proposal" is for informational purposes only and Customer's actual energy savings may vary based on numerous determining factors including but not limited to weather, changes to Customer utility rates, or Facility use and operating hours.
3. Customer agrees to indemnify, defend, and hold harmless Company, its employees and designees (each an "Indemnified Person") from and against any claim, dispute, complaint, suit, demand, judgment, liability, loss, injury, accident, fine, expense, penalty, damage, action, fee, cost, or charge of any kind or nature (including reasonable attorney fees) that may be imposed on, incurred by, or asserted against such Indemnified Person in any way relating to, arising out of or resulting from this Agreement except to the extent of gross negligence or intentional misconduct by the Indemnified Person.
4. Customer agrees that (i) it possesses all requisite power and authority to enter into this Agreement and to carry out the transactions contemplated herein; (ii) the execution, delivery, and performance of this Agreement have been duly authorized by, or are in accordance with, its organizational documents; (iii) this Agreement has been duly executed and delivered; and (iv) this Agreement constitutes the legal, valid, binding, and enforceable agreement of Customer.
5. Customer has obtained, to the extent it has deemed necessary or prudent, legal counsel to advise it on this Agreement.
6. Customer agrees that this Agreement constitutes the full, complete, and only agreement between the Parties and supersedes any previous representations or agreements with respect to the subject matter hereof. This Agreement shall not be amended except in writing signed by duly authorized representatives of both Parties.
7. JCP&L shall consider all information furnished by Customer to be confidential and shall not disclose any such information to any other person, or use such information itself for any purpose other than in connection with the Program, without Customer's prior written consent. Customer shall consider all information furnished by JCP&L to be confidential and shall not disclose any such information to any other person, or use such information itself for any purpose other than in connection with the Program, without JCP&L's prior written consent; provided, however, either Party may disclose such information as may be required to be disclosed by law or court order from a court of competent jurisdiction, and provided further that, unless otherwise prohibited by law, the Party whose information is required to be disclosed is given reasonable time to take legal action to quash such action and seek other protection. Customer expressly understands and agrees that JCP&L is required to report to New Jersey regulators on a periodic basis all Program data, including customer-specific information ("Regulatory Reporting") as well as to prepare and submit to New Jersey regulators a Program evaluation report (the "Program Evaluation Report"). Customer expressly further understands and agrees that both the Regulatory Reporting and the Program Evaluation Report may, among other participant and Project information, identify the Program participants by name and

Project address, identify the ECMs implemented by each Program participant and the energy and cost savings estimates for each Project.

8. JCP&L may participate in the PJM Capacity Market* through the demand reductions achieved by the ECMs installed as part of this Program. Customer acknowledges and agrees that, for purposes of participating in the PJM Capacity Market, JCP&L shall own the rights to all such demand reductions without cost or obligation to Customer. JCP&L's ownership of the Project's demand reductions does not affect Customer's ownership of the ECMs nor the energy savings derived from the ECMs.

*PJM Capacity Market. PJM Interconnection is the regional transmission operator that coordinates the movement of wholesale electricity in all or parts of 13 states including New Jersey. PJM operates a competitive wholesale electricity market and manages the high-voltage electricity grid to ensure reliability for more than 61 million people. PJM holds regular capacity auctions to ensure there is sufficient generating capacity available to meet customer needs. Load reductions from ECMs are allowed to participate in these auctions as 'negative' generation.

As required by PJM, JCP&L reserves the right to perform measurement and verification ("M&V") at all participating facilities. JCP&L M&V activities at the Facility may, in JCP&L's sole discretion, include but not be limited to, meter installation, calibration and maintenance of M&V equipment, data gathering and screening, verification of M&V reports and the use of customer energy and cost savings, and billing information. JCP&L will notify Customer if an ECM installed at the Facility requires M&V, will inform Customer of the JCP&L M&V activities, and will work with Customer to minimize any adverse effects on Customer's normal operations. JCP&L, or its subcontractor, may audit the Facility to verify the operation of all installed ECMs for up to four (4) years following installation to ensure compliance with PJM Capacity Market rules and regulations. Customer shall cooperate with and support JCP&L's ownership of the demand reductions as set forth in this Paragraph 8.

9. Customer agrees (A) That the laws of the State of New Jersey shall govern this Agreement and any dispute arising hereunder shall be litigated in a Federal or State Court located in the State of New Jersey, (B) TO WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW THE RIGHT TO A TRIAL BY JURY.

10. In the event any provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the remaining provisions of this Agreement shall remain in full force and effect to the maximum extent possible.

11. This Agreement is neither intended to create, nor shall it be construed as creating, a joint venture, partnership or other form of business association between the Parties, or an agreement to enter into any business relationship.

Authorized Signature of Customer:	
Customer Name:	Title:
Signatory Name (Please Print):	
Signature:	Date:

Return completed form by email or mail to:
JCP&L Direct Install Program c/o Willdan Energy
Solutions 3910 Park Avenue, Suite 5
Edison, NJ 08820
Phone: 877-831-5419
Email: energysavenj@willdan.com

Attachment A - Owner Consent to Conduct Audit

The undersigned, a duly authorized representative of the owner of the Facility, does hereby:

1. Consent to Jersey Central Power & Light Company (or its designee) (the "Company") to enter the Facility to conduct a free energy audit ("Audit"),
2. Acknowledge that the purpose of the Audit is to identify potential measures that, if implemented, may result in energy savings to the owner or tenant occupying the Facility, and in consideration thereof, does further
3. Agree to indemnify, defend, and hold harmless Company or its designee from all claims arising under or pursuant to the Audit.

The tenant (Customer) at the location described below will be billed for any project constructed under this Program.

Tenant (Customer) and Owner Information		
Tenant (Customer) Name:		
Facility Name:		
Facility Street Address:		
City:	State:	Zip:
Date:		
Owner Name:		
Owner Signature:		Owner Signatory Name:
Owner Address:		
City:	State:	Zip:
Owner Phone:		

JCP&L Direct Install Program Representative Name: Willdan Energy Solutions

Return completed form by email or mail to:
JCP&L Direct Install Program c/o Willdan Energy
Solutions 3910 Park Avenue, Suite 5
Edison, NJ 08820
Phone: 877-831-5419
Email: energysavenj@willdan.com

Councilmember offered the following resolution and moved its adoption:

**RESOLUTION CERTIFYING COMPLIANCE WITH THE
UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION’S
“ENFORCEMENT GUIDANCE ON THE CONSIDERATION OF ARREST AND
CONVICTION RECORDS IN EMPLOYMENT DECISIONS UNDER TITLE VII
OF THE CIVIL RIGHTS ACT OF 1964”**

4/3/24

WHEREAS, N.J.S.A. 40A:4-5 as amended by P.L. 2017, c.183 requires the governing body of each municipality and county to certify that their local unit’s hiring practices comply with the United States Equal Employment Opportunity Commission’s “Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964,” *as amended*, 42 U.S.C. § 2000e *et seq.*, (April 25, 2012) before submitting its approved annual budget to the Division of Local Government Services in the New Jersey Department of Community Affairs; and

WHEREAS, the members of the governing body have familiarized themselves with the contents of the above-referenced enforcement guidance and with their local unit’s hiring practices as they pertain to the consideration of an individual’s criminal history, as evidenced by the group affidavit form of the governing body attached hereto.

NOW, THEREFORE BE IT RESOLVED, that the Borough Council of the Borough of West Long Branch hereby states that it has complied with N.J.S.A. 40A:4-5, as amended by P.L. 2017, c.183, by certifying that the local unit’s hiring practices comply with the above-referenced enforcement guidance and hereby directs the Clerk to cause to be maintained and available for inspection a certified copy of this resolution and the required affidavit to show evidence of said compliance.

Seconded by Councilmember and carried upon the following roll call vote:

AYES:
NAYS:
ABSENT:
ABSTAIN:

I hereby certify the foregoing to be a true and exact copy of the original resolution as adopted by the West Long Branch Borough Council on April 3, 2024.

BOROUGH CLERK

Councilmember offered the following resolution and moved its adoption. The motion was seconded by Councilmember .

MUNICIPAL BUDGET NOTICE

4/3/24

Section 1.

Municipal Budget of the Borough of West Long Branch, County of Monmouth for the Fiscal Year 2024;

BE IT RESOLVED that the following statements of revenues and appropriations shall constitute the Municipal Budget for the year 2024;

BE IT FURTHER RESOLVED, that said Budget be published in the Asbury Park Press in the issue of April 10, 2024.

The Governing Body of the Borough of West Long Branch does hereby approve the following as the Budget for the year 2024:

AYES:
NAYS:
ABSENT:
ABSTAIN:

Notice is hereby given that the Budget and Tax Resolution was approved by the COUNCIL MEMBERS of the BOROUGH OF WEST LONG BRANCH, County of MONMOUTH, on April 3, 2024.

A Hearing on the Budget and Tax Resolution will be held at Borough of West Long Branch on May 1, 2024, at 6:30 o'clock PM at which time and place objections to said Budget and Tax Resolution for the year 2024 may be presented by taxpayers or other interested persons.

I hereby certify the foregoing to be a true and exact copy of the original resolution as adopted by the West Long Branch Borough Council on April 3, 2024.

BOROUGH CLERK

2024 MUNICIPAL DATA SHEET

(MUST ACCOMPANY 2024 BUDGET)

CAP

MUNICIPALITY: BOROUGH OF WEST LONG BRANCH

COUNTY: MONMOUTH

<div>Janet W. Tucci</div> <div>Mayor's Name</div>	<div>December 31, 2026</div> <div>Term Expires</div>
---	--

Municipal Officials	
<div>Carolina Santos, Acting Municipal Clerk</div> <div>Municipal Clerk</div>	{ <div>10/1/2021</div> <div>Date of Orig. Appt.</div>
<div>Laura Amada</div> <div>Tax Collector</div>	
<div>Michael Martin</div> <div>Chief Financial Officer</div>	<div>-</div> <div>Cert. No.</div>
<div>Robert S. Oliwa</div> <div>Registered Municipal Accountant</div>	<div>T-8347</div> <div>Cert. No.</div>
<div>Gregory S. Baxter</div> <div>Municipal Attorney</div>	<div>N-0528</div> <div>Cert. No.</div>
<div></div>	<div>414</div> <div>Lic. No.</div>
<div></div>	
<div></div>	

Governing Body Members	
Name	Term Expires
John M. Penta, Jr.	12/31/2024
Steven Cioffi	12/31/2024
Stephen A. Bray	12/31/2025
James P. Gomez	12/31/2025
Christopher Neyhart	12/31/2026
Matthew Sniffen	12/31/2026

Official Mailing Address of Municipality

BOROUGH OF WEST LONG BRANCH
965 BROADWAY
WEST LONG BRANCH, NJ 07764

Fax #: 732-571-9185

2024

MUNICIPAL BUDGET

Municipal Budget of the

BOROUGH

of

WEST LONG BRANCH

, County of

MONMOUTH

for the Fiscal Year 2024.

It is hereby certified that the Budget and Capital Budget annexed hereto and hereby made a part hereof is a true copy of the Budget and Capital Budget approved by resolution of the Governing Body on the

3

day of

April

, 2024

and that public advertisement will be made in accordance with the provisions of N.J.S.A. 40A:4-6 and N.J.A.C. 5:30-4.4(d).

Certified by me, this

3

day of

April

, 2024

Carolina Santos

Clerk

965 BROADWAY

Address

WEST LONG BRANCH, NJ 07764

Address

732-229-1756

Phone Number

It is hereby certified that the approved Budget annexed hereto and hereby made a part is an exact copy of the original on file with the Clerk of the Governing Body, that all additions are correct, all statements contained herein are in proof, and the total of anticipated revenues equals the total of appropriations.

Certified by me, this

3

day of

April

, 2024

Robert S. Oliwa

Registered Municipal Accountant

3 Broad Street Freehold, NJ 07728

Address

-

Address

(732)-780-5106

Phone Number

It is hereby certified that the approved Budget annexed hereto and hereby made a part is an exact copy of the original on file with the Clerk of the Governing Body, that all additions are correct, all statements contained herein are in proof, the total of anticipated revenues equals the total of appropriations and the budget is in full compliance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq.

Certified by me, this

3

day of

April

, 2024

Michael Martin

Chief Financial Officer

DO NOT USE THESE SPACES

CERTIFICATION OF ADOPTED BUDGET

(Do not advertise this Certification form)

It is hereby certified that the amounts to be raised by taxation for local purposes has been compared with the approved Budget previously certified by me and any changes required as a condition to such approval have been made. The adopted budget is certified with respect to the foregoing only.

STATE OF NEW JERSEY

Department of Community Affairs

Director of the Division of Local Government Services

Dated:

, 2024

By:

MUNICIPAL BUDGET NOTICE

Section 1.

Municipal Budget of the BOROUGH of WEST LONG BRANCH , County of MONMOUTH for the Fiscal Year 2024

Be it Resolved, that the following statements of revenues and appropriations shall constitute the Municipal Budget for the year 2024;

Be it Further Resolved, that said Budget be published in the Asbury Park Press

in the issue of April 10 , 2024

The Governing Body of the BOROUGH of WEST LONG BRANCH does hereby approve the following as the Budget for the year 2024:

RECORDED VOTE

(Insert Last Name)

Ayes

Nays

Abstained

Absent

Notice is hereby given that the Budget and Tax Resolution was approved by the COUNCIL MEMBERS of the BOROUGH of WEST LONG BRANCH , County of MONMOUTH , on April 3 , 2024.

A Hearing on the Budget and Tax Resolution will be held at BOROUGH OF WEST LONG BRANCH , on May 1 , 2024 at 6:30 o'clock P.M. at which time and place objections to said Budget and Tax Resolution for the year 2024 may be presented by taxpayers or other interested persons.

EXPLANATORY STATEMENT

SUMMARY OF CURRENT FUND SECTION OF APPROVED BUDGET

				YEAR 2024
General Appropriations For: (Reference to item and sheet number should be omitted in advertised budget)				XXXXXXXXXXXXX
1. Appropriations within "CAPS" -				XXXXXXXXXXXXX
(a) Municipal Purposes {(Item H-1, Sheet 19)(N.J.S.A. 40A:4-45.2)}				10,857,511.00
2. Appropriations excluded from "CAPS" -				XXXXXXXXXXXXX
(a) Municipal Purposes {(Item H-2, Sheet 28)(N.J.S.A. 40A:4-53.3 as amended)}				2,771,178.55
(b) Local District School Purposes in Municipal Budget (Item K, Sheet 29)				-
Total General Appropriations excluded from "CAPS" (Item O, Sheet 29)				2,771,178.55
3. Reserve for Uncollected Taxes (Item M, Sheet 29) Based on Estimated	98.15%	Percent of Tax Collections		620,000.00
		Building Aid Allowance	2024 - \$	
		for Schools-State Aid	2023 - \$	
4. Total General Appropriations (Item 9, Sheet 29)				14,248,689.55
5. Less: Anticipated Revenues Other Than Current Property Tax (Item 5, Sheet 11) (i.e. Surplus, Miscellaneous Revenues and Receipts from Delinquent Taxes)				3,286,500.94
6. Difference: Amount to be Raised by Taxes for Support of Municipal Budget (as follows)				XXXXXXXXXXXXX
(a) Local Tax for Municipal Purposes Including Reserve for Uncollected Taxes (Item 6(a), Sheet 11)				10,962,188.61
(b) Addition to Local District School Tax (Item 6(b), Sheet 11)				-
(c) Minimum Library Tax				-

EXPLANATORY STATEMENT - (Continued)

SUMMARY OF 2023 APPROPRIATIONS EXPENDED AND CANCELED

	General Budget	Utility	Utility	Utility	Utility	Utility	Utility
Budget Appropriations - Adopted Budget	13,730,736.35	-	-	-	-	-	-
Budget Appropriations Added by N.J.S.A. 40A:4-87							
Emergency Appropriations	-	-	-	-	-	-	-
Total Appropriations	13,730,736.35	-	-	-	-	-	-
<u>Expenditures:</u>							
Paid or Charged (Including Reserve for Uncollected Taxes)	12,883,161.95	-	-	-	-	-	-
Reserved	846,049.59	-	-	-	-	-	-
Unexpended Balances Canceled	1,524.81	-	-	-	-	-	-
Total Expenditures and Unexpended Balances Canceled	13,730,736.35	-	-	-	-	-	-
Overexpenditures *	-	-	-	-	-	-	-

		EXPLANATORY STATEMENT - (Continued)			
		BUDGET MESSAGE			
<u>CAP CALCULATION</u>			<u>CAP CALCULATION</u>		
Total General Appropriations for 2023	13,522,284.35		Allowable Operating Appropriations before		
Cap Base Adjustment:			Additional Exceptions per (N.J.S.A. 40A:4-45.3)	10,553,956.58	
Subtotal	13,522,284.35				
Exceptions Less:			Additions:		
Total Other Operations	79,500.00		New Construction (Assessor Certification)	47,139.18	
Total Uniform Construction Code			2022 Cap Bank Utilized	96,635.10	
Total Interlocal Service Agreement	447,407.00		2023 Cap Bank Utilized	56,814.72	
Total Additional Appropriations					
Total Capital Improvements	568,000.00				
Total Debt Service	1,575,001.00				
Transferred to Board of Education			Total Additions	200,589.00	
Type I School Debt					
Total Public & Private Programs	43,698.35		Maximum Appropriations within "CAPS" Sheet 19 @ 2.5%	10,754,545.58	
Judgements					
Total Deferred Charges					
Cash Deficit			Additional Increase to COLA rate. 3.5%		
Reserve for Uncollected Taxes	512,135.00		Amount of Increase allowable. 1.0%	102,965.43	
Total Exceptions	3,225,741.35				
Amount on Which CAP is Applied	10,296,543.00		Maximum Appropriations within "CAPS" Sheet 19 @ 3.5%	10,857,511.01	
2.5% CAP	257,413.58				
Allowable Operating Appropriations before			Total General Appropriations for Municipal Purposes	10,857,511.00	
Additional Exceptions per (N.J.S.A. 40A:4-45.3)	10,553,956.58		(Sheet 19, H-1)		
			Over or (Under) Appropriations Cap	(0.00)	

NOTE:

Sheet 3b

- MANDATORY MINIMUM BUDGET MESSAGE MUST INCLUDE A SUMMARY OF:
- 1. HOW THE "CAP" WAS CALCULATED. (Explain in words what the "CAPS" mean and show the figures.)
 - 2. A SUMMARY BY FUNCTION OF THE APPROPRIATIONS THAT ARE SPREAD AMONG MORE THAN ONE OFFICIAL LINE ITEM (e.g. if Police S & W appears in the regular section and also under "Operation Excluded from "CAPS" section, combine the figures for purposes of citizen understanding.)

	EXPLANATORY STATEMENT - (Continued)		
	BUDGET MESSAGE		
<u>RECAP OF GROUP INSURANCE APPROPRIATION</u>			
Following is a recap of the Municipality's Employee Group Insurance			
Estimated Group Insurance Costs - 2024	\$	1,517,000.00	
Estimated Amounts to be Contributed by Employees:			
Contribution from all eligible emp.		140,000.00	
		1,377,000.00	
Budgeted Group Insurance - Inside CAP		1,333,446.00	
Budgeted Group Insurance - Utilities			
Budgeted Group Insurance - Outside CAP		43,554.00	
TOTAL		1,377,000.00	
Instead of receiving Health Benefits, 11 employees have elected an opt-out for 2024. This opt-out amount is budgeted separately.			
Health Benefits Waiver			
Salaries and Wages	\$	60,000.00	

BUDGET MESSAGE

NEW JERSEY 2010 LOCAL UNIT LEVY CAP LAW

P.L. 2007, c. 62, was amended by P.L. 2008 c. 6 and P.L. 2010 c. 44 (S-29 R1).
The last amendment reduces the 4% to 2% and modifies some of the exceptions and
exclusions. It also removes the LFB waiver. The voter referendum now requires a vote in
excess of only 50% which is reduced from the original 60% in P.L. 2007, c. 62.

SUMMARY LEVY CAP CALCULATION

LEVY CAP CALCULATION

Prior Year Amount to be Raised by Taxation	10,758,323.59
Less:	
Less: Prior Year Deferred Charges to Future Taxation Unfunded	
Less: Prior Year Deferred Charges: Emergencies	
Less: Prior Year Recycling Tax	10,000.00
Less:	
Less:	
Net Prior Year Tax Levy for Municipal Purpose Tax for CAP Calculation	10,748,323.59
Plus 2% CAP Increase	214,966.47
ADJUSTED TAX LEVY	10,963,290.06
Plus: Assumption of Service/Function	
ADJUSTED TAX LEVY PRIOR TO EXCLUSIONS	10,963,290.06

ADJUSTED TAX LEVY PRIOR TO EXCLUSIONS 10,963,290.06

Exclusions:	
Allowable Shared Service Agreements Increase	
Allowable Health Insurance Costs Increase	69,174.00
Allowable Pension Obligations Increases	38,075.00
Allowable LOSAP Increase	
Allowable Capital Improvements Increase	14,000.00
Allowable Debt Service and Capital Leases Inc.	
Recycling Tax appropriation	10,000.00
Deferred Charge to Future Taxation Unfunded	
Current Year Deferred Charges: Emergencies	
Add Total Exclusions	131,249.00
Less Cancelled or Unexpended Waivers	
Less Cancelled or Unexpended Exclusions	1,525.00

ADJUSTED TAX LEVY 11,093,014.06

Additions:	
New Ratables - Increase for new construction	10,406,000
Prior Year's Local Purpose Tax Rate (per \$100)	0.453
New Ratable Adjustment to Levy	47,139.18
Amounts approved by Referendum	
Levy CAP Bank Applied	

MAXIMUM ALLOWABLE AMOUNT TO BE RAISED BY TAXATION 11,140,153.24

AMOUNT TO BE RAISED BY TAXATION FOR MUNICIPAL PURPOSES 10,962,188.61

OVER OR (UNDER) 2% LEVY CAP (177,964.63)
(must be equal or under for Introduction)

		EXPLANATORY STATEMENT - (Continued)		
		BUDGET MESSAGE		
<u>"2010" LEVY CAP BANKS:</u>				
2021				
Maximum Allowable Amount to be Raised by Taxation	10,092,882			
Amount to be Raised by Taxation for Municipal Purpose	10,092,882			
Available for Banking (CY 2024)				
Amount Used in CY 2024				
Balance to Expire	-			
2022				
Maximum Allowable Amount to be Raised by Taxation	10,965,405			
Amount to be Raised by Taxation for Municipal Purpose	10,499,164			
Available for Banking (CY 2024 - CY 2025)	466,241			
Amount Used in CY 2024				
Balance to Carry Forward (CY 2025)	466,241			
2023				
Maximum Allowable Amount to be Raised by Taxation	11,203,879			
Amount to be Raised by Taxation for Municipal Purpose	10,758,324			
Available for Banking (CY 2024 - CY 2026)	445,555			
Amount Used in CY 2024				
Balance to Carry Forward (CY 2025 - CY2026)	445,555			
2024				
Maximum Allowable Amount to be Raised by Taxation	11,140,153			
Amount to be Raised by Taxation for Municipal Purpose	10,962,189			
Available for Banking (CY 2025 - CY 2027)	177,965			
Total Levy CAP Bank	1,089,761			

CURRENT FUND - ANTICIPATED REVENUES

GENERAL REVENUES	FCOA	Anticipated		Realized in Cash in 2023
		2024	2023	
1. Surplus Anticipated	08-101	947,600.00	947,600.00	947,600.00
2. Surplus Anticipated with Prior Written Consent of Director of Local Government Services	08-102			
Total Surplus Anticipated	08-100	947,600.00	947,600.00	947,600.00
3. Miscellaneous Revenues - Section A: Local Revenues	xxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx
Licenses:	xxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx
Alcoholic Beverages	08-103	14,000.00	14,000.00	17,462.00
Other	08-104	33,000.00	33,000.00	34,753.69
Fees and Permits	08-105	141,000.00	141,000.00	197,565.92
Fines and Costs:	xxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx
Municipal Court	08-110	110,000.00	110,000.00	121,640.02
Other	08-109			
Interest and Costs on Taxes	08-112	80,000.00	80,000.00	95,601.51
Interest and Costs on Assessments	08-115			
Parking Meters	08-111			
Interest on Investments and Deposits	08-113	150,000.00		
Anticipated Utility Operating Surplus	08-114			
Fire Truck Donation	08-229			

[illegible]

[illegible]

CURRENT FUND - ANTICIPATED REVENUES - (Continued)

GENERAL REVENUES	FCOA	Anticipated		Realized in
		2024	2023	Cash in 2023
3. Miscellaneous Revenues - Section A: Local Revenues (continued)				
Total Section A: Local Revenue	08-001	528,000.00	378,000.00	467,023.14

CURRENT FUND - ANTICIPATED REVENUES - (Continued)

GENERAL REVENUES	FCOA	Anticipated		Realized in
		2024	2023	Cash in 2023
3. Miscellaneous Revenues - Section B: State Aid Without Offsetting Appropriations				
Transitional Aid	09-212			
Consolidated Municipal Property Tax Relief Aid	09-200			
Energy Receipts Tax (P.L. 1997, Chapters 162 & 167)	09-202	805,662.00	801,672.00	801,672.40
Municipal Relief Fund Aid	09-213	83,045.39	41,531.26	41,531.26
Total Section B: State Aid Without Offsetting Appropriations	09-001	888,707.39	843,203.26	843,203.66

CURRENT FUND - ANTICIPATED REVENUES - (Continued)

GENERAL REVENUES	FCOA	Anticipated		Realized in Cash in 2023
		2024	2023	
3. Miscellaneous Revenues - Section C: Dedicated Uniform Construction Code Fees Offset with Appropriations (N.J.S.A. 40A:4-36 and N.J.A.C. 5:23-4.17)	XXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
Uniform Construction Code Fees	08-160			
Special Item of General Revenue Anticipated with Prior Written Consent of Director of Local Government Services:	XXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
Additional Dedicated Uniform Construction Code Fees Offset with Appropriations (N.J.S.A. 40A:4-45.3h and N.J.A.C. 5:23-4.17)	XXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
Uniform Construction Code Fees	08-160			
Total Section C: Dedicated Uniform Construction Code Fees Offset with Appropriations	08-002	-	-	-

CURRENT FUND - ANTICIPATED REVENUES - (Continued)

[illegible]

[illegible]

CURRENT FUND - ANTICIPATED REVENUES - (Continued)

GENERAL REVENUES	FCOA	Anticipated		Realized in
		2024	2023	Cash in 2023
3. Miscellaneous Revenues - Section D: Special Items of General Revenue Anticipated With Prior Written Consent of the Director of Local Government Services Shared Service Agreements Offset With Appropriations:	xxxxxxx	xxxxxxxxxxxxx	xxxxxxxxxxxxx	xxxxxxxxxxxxx
Total Section D: Shared Service Agreements Offset With Appropriations	11-001	-	-	-

CURRENT FUND - ANTICIPATED REVENUES - (Continued)

GENERAL REVENUES	FCOA	Anticipated		Realized in
		2024	2023	Cash in 2023
3. Miscellaneous Revenues - Section E: Special Items of General Revenue Anticipated With Prior Written Consent of the Director of Local Government Services - Additional Revenues Offset with Appropriations (N.J.S.A. 40A:4-45.3h):	xxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx
Total Section E: Special Item of General Revenue Anticipated with Prior Written Consent of Director of Local Government Services - Additional Revenues	xxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx
	08-003	-	-	-

CURRENT FUND - ANTICIPATED REVENUES - (Continued)

GENERAL REVENUES	FCOA	Anticipated		Realized in
		2024	2023	Cash in 2023
3. Miscellaneous Revenues - Section F: Special Items of General Revenue Anticipated				
With Prior Written Consent of Director of Local Government Services - Public and				
Private Revenues Offset with Appropriations:	xxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx
Recycling Tonnage Grant	10-569	10,517.14	10,411.08	10,411.08
Clean Communities Program	10-602	17,487.87	15,591.63	15,591.63
Alcohol Education and Rehabilitation Fund	10-501	129.79		-
Safe and Secure Communities Program - P.L. 1994, Chapter 220	10-503	20,631.00	14,805.00	14,805.00
Body Armor Replacement Fund	10-505	1,843.75	2,890.64	2,890.64
DWI - Saturation Patrol	10-518			-
Distracted Driving	10-508			-
NJ Transportation Trust Authority Act	10-584			-
Green Communities	10-599			-
NJ Department of Law & Public Safety - Body Worn Camera Grant	10-502			-
Drunk Driving Enforcement Fund	10-510			-
American Rescue Plan	10-857		208,452.00	208,452.00
DCA - Stormwater Assistance	10-564	70,000.00		-
American Rescue Plan Firefighter	10-712	45,000.00		-
				-
				-
				-
				-
				-

CURRENT FUND - ANTICIPATED REVENUES - (Continued)

GENERAL REVENUES	FCOA	Anticipated		Realized in
		2024	2023	Cash in 2023
3. Miscellaneous Revenues - Section F: Special Items of General Revenue Anticipated With Prior Written Consent of Director of Local Government Services - Public and Private Revenues Offset with Appropriations (Continued):	xxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
Total Section F: Special Item of General Revenue Anticipated with Prior Written	xxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx
Consent of Director of Local Government Services - Public and Private Revenues	10-001	165,609.55	252,150.35	252,150.35

CURRENT FUND - ANTICIPATED REVENUES - (Continued)

[illegible]

CURRENT FUND - ANTICIPATED REVENUES - (Continued)

GENERAL REVENUES	FCOA	Anticipated		Realized in
		2024	2023	Cash in 2023
3. Miscellaneous Revenues - Section G: Special Items of General Revenue Anticipated With Prior Written Consent of Director of Local Government Services - Other Special Items:	xxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx
Total Section G: Special Items of General Revenue Anticipated with Prior Written Consent of Director of Local Government Services - Other Special Items	08-004	161,000.00	161,000.00	227,178.78

CURRENT FUND - ANTICIPATED REVENUES - (Continued)

GENERAL REVENUES	FCOA	Anticipated		Realized in Cash in 2023
		2024	2023	
Summary of Revenues	XXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
1. Surplus Anticipated (Sheet 4, #1)	08-101	947,600.00	947,600.00	947,600.00
2. Surplus Anticipated with Prior Written Consent of Director of Local Government Services (Sheet 4, #2)	08-102	-	-	-
3. Miscellaneous Revenues:	XXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
Total Section A: Local Revenues	08-001	528,000.00	378,000.00	467,023.14
Total Section B: State Aid Without Offsetting Appropriations	09-001	888,707.39	843,203.26	843,203.66
Total Section C: Dedicated Uniform Construction Code Fees Offset with Appropriations	08-002	-	-	-
Total Section D: Special Items of General Revenue Anticipated with Prior Written Consent of Director of Local Government Services - Shared Service Agreements	11-001	-	-	-
Total Section E: Special Items of General Revenue Anticipated with Prior Written Consent of Director of Local Government Services - Additional Revenues	08-003	-	-	-
Total Section F: Special Items of General Revenue Anticipated with Prior Written Consent of Director of Local Government Services - Public and Private Revenues	10-001	165,609.55	252,150.35	252,150.35
Total Section G: Special Items of General Revenue Anticipated with Prior Written Consent of Director of Local Government Services - Other Special Items	08-004	161,000.00	161,000.00	227,178.78
Total Miscellaneous Revenues	13-099	1,743,316.94	1,634,353.61	1,789,555.93
4. Receipts from Delinquent Taxes	15-499	595,584.00	390,459.15	385,538.97
5. Subtotal General Revenues (Items 1, 2, 3 and 4)	13-199	3,286,500.94	2,972,412.76	3,122,694.90
6. Amount to be Raised by Taxes for Support of Municipal Budget:	XXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
a) Local Tax for Municipal Purposes Including Reserve for Uncollected Taxes	07-190	10,962,188.61	10,758,323.59	XXXXXXXXXXXX
b) Addition to Local District School Tax	07-191	-	-	XXXXXXXXXXXX
c) Minimum Library Tax	07-192	-	-	XXXXXXXXXXXX
Total Amount to be Raised by Taxes for Support of Municipal Budget	07-199	10,962,188.61	10,758,323.59	10,757,973.80
7. Total General Revenues	13-299	14,248,689.55	13,730,736.35	13,880,668.70

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - within "CAPS"	FCOA		Appropriated				Expended 2023	
			for 2024	for 2023	for 2023 By Emergency Appropriation	Total for 2023 As Modified By All Transfers	Paid or Charged	Reserved
ADMINISTRATIVE & EXECUTIVE						-		-
Salaries and Wages	20-110	1	275,000.00	260,000.00		280,000.00	279,520.13	479.87
Other Expenses	20-110	2	70,000.00	45,900.00		52,900.00	46,420.86	6,479.14
MUNICIPAL CLERK						-		-
Salaries and Wages	20-120	1	93,000.00	80,000.00		80,000.00	79,999.20	0.80
Other Expenses	20-120	2	9,300.00	9,900.00		9,900.00	5,135.25	4,764.75
FINANCIAL ADMINISTRATION						-		-
Salaries and Wages	20-130	1	75,000.00	60,000.00		60,000.00	51,269.21	8,730.79
Other Expenses	20-130	2	85,000.00	30,000.00		30,000.00	21,920.24	8,079.76
Audit	20-135	2	29,000.00	27,000.00		27,000.00	7,200.00	19,800.00
ASSESSMENT OF TAXES						-		-
Salaries and Wages	20-150	1	51,000.00	45,000.00		45,000.00	44,725.68	274.32
Other Expenses	20-150	2	29,400.00	29,400.00		29,400.00	27,607.64	1,792.36
COLLECTION OF TAXES						-		-
Salaries and Wages	20-145	1	89,000.00	77,500.00		77,500.00	76,903.82	596.18
Other Expenses	20-145	2	18,800.00	18,800.00		18,800.00	13,357.93	5,442.07
LEGAL SERVICES AND COSTS						-		-
Other Expenses	20-155	2	220,000.00	150,000.00		150,000.00	149,771.65	228.35
						-		-
						-		-

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - within "CAPS" - (continued)	FCOA		Appropriated				Expended 2023	
			for 2024	for 2023	for 2023 By Emergency Appropriation	Total for 2023 As Modified By All Transfers	Paid or Charged	Reserved
ENGINEERING SERVICES AND COSTS						-		-
Other Expenses	20-165	2	110,000.00	110,000.00		105,000.00	90,956.09	14,043.91
						-		-
PUBLIC BUILDINGS AND GROUNDS						-		-
Other Expenses	26-310	2	299,000.00	299,000.00		250,500.00	217,186.15	33,313.85
						-		-
PLANNING BOARD - MUNICIPAL LAND USE LAW						-		-
Salaries and Wages	21-180	1	7,000.00	7,000.00		7,000.00	3,500.00	3,500.00
Other Expenses	21-180	2	33,500.00	33,500.00		33,500.00	28,121.21	5,378.79
						-		-
ZONING BOARD OF ADJUSTMENT						-		-
Salaries and Wages	21-185	1	7,000.00	7,000.00		7,000.00	3,500.00	3,500.00
Other Expenses	21-185	2	22,500.00	22,500.00		22,500.00	19,049.55	3,450.45
						-		-
SENIOR CITIZEN COMMISSION						-		-
Other Expenses - Peter Cooper Village	27-365	2	1,500.00	1,500.00		1,500.00	1,500.00	-
Other Expenses - Leisure Club	27-365	2	1,500.00	1,500.00		1,500.00		1,500.00
						-		-
						-		-
						-		-

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - within "CAPS" - (continued)	FCOA		Appropriated				Expended 2023	
			for 2024	for 2023	for 2023 By Emergency Appropriation	Total for 2023 As Modified By All Transfers	Paid or Charged	Reserved
ENVIRONMENTAL COMMISSION NJSA 40:56A-1						-		-
Salaries and Wages	27-335	1	1,350.00	1,350.00		1,350.00	225.00	1,125.00
Other Expenses	27-335	2	25,000.00	25,000.00		22,000.00	21,395.00	605.00
						-		-
SHADE TREE COMMISSION						-		-
Salaries and Wages	26-291	1	475.00	475.00		475.00		475.00
Other Expenses	26-291	2	10,195.00	10,195.00		10,195.00	5,572.89	4,622.11
						-		-
						-		-
INSURANCE						-		-
General Liability	23-210	2	414,000.00	400,000.00		400,000.00	385,157.50	14,842.50
Employee Group Health	23-220	2	1,333,446.00	1,239,000.00		1,281,000.00	1,243,593.32	37,406.68
Health Benefits Waiver	23-222	2	60,000.00	50,000.00		50,000.00	50,000.00	-
						-		-
						-		-
PUBLIC SAFETY						-		-
Fire Hydrant Service - Contract	25-265	2	105,000.00	105,000.00		105,000.00	98,553.69	6,446.31
Fire Miscellaneous Other Expenses	25-265	2	116,000.00	104,000.00		104,000.00	97,385.43	6,614.57
						-		-
						-		-

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - within "CAPS" - (continued)	FCOA		Appropriated				Expended 2023	
			for 2024	for 2023	for 2023 By Emergency Appropriation	Total for 2023 As Modified By All Transfers	Paid or Charged	Reserved
POLICE						-		-
Salaries and Wages	25-240	1	2,870,000.00	2,850,000.00		2,850,000.00	2,737,163.54	112,836.46
Other Expenses	25-240	2	303,725.00	303,725.00		303,725.00	255,931.19	47,793.81
						-		-
TRAFFIC LIGHT MAINTENANCE						-		-
Other Expenses	26-293	2	12,000.00	12,000.00		12,000.00		12,000.00
						-		-
First Aid Contribution	25-260	2	50,000.00	50,000.00		50,000.00	49,281.95	718.05
						-		-
Condo Services	26-325	2	9,000.00	9,000.00		3,000.00	466.68	2,533.32
						-		-
EMERGENCY MANAGEMENT SERVICES						-		-
Salaries and Wages	25-252	1				-		-
Other Expenses	25-252	2	10,000.00	2,325.00		2,325.00	1,026.65	1,298.35
						-		-
PUBLIC WORKS						-		-
Salaries and Wages	26-290	1	700,000.00	675,000.00		675,000.00	615,773.11	59,226.89
Other Expenses	26-290	2	521,200.00	521,200.00		521,200.00	489,751.85	31,448.15
						-		-
						-		-

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - within "CAPS" - (continued)	FCOA		Appropriated				Expended 2023	
			for 2024	for 2023	for 2023 By Emergency Appropriation	Total for 2023 As Modified By All Transfers	Paid or Charged	Reserved
HEALTH AND WELFARE						-		-
Service of Monmouth County Regional Health						-		-
Commission #1 - Contract R.S. 40:13	27-330	2				-		-
						-		-
REGISTRAR						-		-
Salaries and Wages	27-331	1	6,500.00	6,500.00		6,500.00	4,976.74	1,523.26
Other Expenses	27-331	2	1,975.00	1,975.00		1,975.00	837.30	1,137.70
						-		-
DOG REGULATION						-		-
Other Expenses	27-340	2	10,000.00	10,000.00		10,000.00	8,837.99	1,162.01
						-		-
MUNICIPAL COURT						-		-
Salaries and Wages	43-490	1	26,000.00	24,000.00		24,000.00	23,562.40	437.60
Other Expenses	43-490	2	12,000.00	10,000.00		10,000.00	5,605.60	4,394.40
						-		-
PUBLIC DEFENDER						-		-
Salaries and Wages	43-495	1	4,800.00	4,800.00		4,800.00	2,000.00	2,800.00
						-		-
BLOODBORNE PATHOGENS						-		-
Other Expenses	27-333	2	250.00	250.00		250.00		250.00

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - within "CAPS" - (continued)	FCOA		Appropriated				Expended 2023	
			for 2024	for 2023	for 2023 By Emergency Appropriation	Total for 2023 As Modified By All Transfers	Paid or Charged	Reserved
BOARD OF RECREATION COMMISSIONERS						-		-
Salaries and Wages	28-370	1	80,000.00	55,000.00		55,000.00	51,210.16	3,789.84
Other Expenses	28-370	2	109,050.00	109,050.00		109,050.00	103,395.44	5,654.56
						-		-
HISTORICAL SOCIETY						-		-
Other Expenses	20-175	2	3,900.00	3,900.00		900.00	216.00	684.00
						-		-
CODIFICATION OF ORDINANCES						-		-
Other Expenses	20-101	2	6,000.00	6,000.00		6,000.00	5,549.56	450.44
						-		-
TRANSPORTATION OF SCHOOL CHILDREN						-		-
Shore Regional High School	25-241	2	36,000.00	36,000.00		36,000.00	22,151.00	13,849.00
						-		-
LIBRARY						-		-
Salaries and Wages	29-392	1				-		-
Other Expenses	29-392	2	33,200.00	33,200.00		33,200.00	25,741.05	7,458.95
						-		-
						-		-
						-		-
						-		-

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - within "CAPS" - (continued)	FCOA		Appropriated				Expended 2023	
			for 2024	for 2023	for 2023 By Emergency Appropriation	Total for 2023 As Modified By All Transfers	Paid or Charged	Reserved
UTILITY EXPENSES AND BULK PURCHASES						-		-
Electricity	31-430	2	89,500.00	89,500.00		89,500.00	73,980.42	15,519.58
Street Lighting	31-435	2	80,000.00	80,000.00		80,000.00	79,994.28	5.72
Telephone	31-440	2	62,500.00	62,500.00		67,500.00	62,443.84	5,056.16
Water	31-445	2	26,500.00	22,500.00		22,500.00	19,657.09	2,842.91
Natural Gas	31-446	2	50,000.00	45,000.00		45,000.00	27,526.49	17,473.51
Sewer	31-455	2	8,000.00	5,000.00		5,000.00	2,520.00	2,480.00
Gasoline	31-447	2	131,500.00	131,500.00		131,500.00	89,547.80	41,952.20
Community Center Utilities	31-460	2	25,000.00	25,000.00		25,000.00	24,467.75	532.25
						-		-
LANDFILL/SOLID WASTE DISPOSAL COSTS						-		-
Other Expenses	32-465	2	385,000.00	360,000.00		360,000.00	278,684.46	81,315.54
						-		-
						-		-
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CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - within "CAPS" - (continued)	FCOA		Appropriated				Expended 2023	
			for 2024	for 2023	for 2023 By Emergency Appropriation	Total for 2023 As Modified By All Transfers	Paid or Charged	Reserved
ZONING OFFICIAL						-		-
Salaries and Wages	21-185	1	100,000.00	90,000.00		90,000.00	83,784.57	6,215.43
Other Expenses	21-185	2	2,725.00	2,460.00		2,460.00	1,974.77	485.23
						-		-
HOUSING INSPECTOR						-		-
Salaries and Wages	21-181	1	64,000.00	58,000.00		58,000.00	4,182.00	53,818.00
Other Expenses	21-181	2	8,200.00	8,850.00		8,850.00	1,883.10	6,966.90
						-		-
LIFE HAZARD - FIRE PROTECTION						-		-
Salaries and Wages	25-265	1	50,000.00	33,000.00		33,000.00	17,727.66	15,272.34
Other Expenses	25-265	2	4,000.00	9,000.00		5,000.00	2,116.59	2,883.41
						-		-
FIT TESTING (N.F.P.A 1404 & 1500)	26-294	2	1,500.00	1,500.00		-		-
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CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - within "CAPS" - (continued)	FCOA		Appropriated				Expended 2023	
			for 2024	for 2023	for 2023 By Emergency Appropriation	Total for 2023 As Modified By All Transfers	Paid or Charged	Reserved
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CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - within "CAPS" - (continued)	FCOA		Appropriated				Expended 2023	
			for 2024	for 2023	for 2023 By Emergency Appropriation	Total for 2023 As Modified By All Transfers	Paid or Charged	Reserved
Uniform Construction Code - Appropriations	XXXXXX		XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Offset by Dedicated Revenues (N.J.A.C. 5:23-4.17)	XXXXXX		XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
State Uniform Construction Code								
Construction Official								
Salaries and Wages	22-195	1				-		-
Other Expenses	22-195	2				-		-
						-		-
CONSTRUCTION CODE						-		-
Other Expenses	22-196	2	11,500.00	9,400.00		6,400.00	6,400.00	-
						-		-
CODE ENFORCEMENT OFFICIAL						-		-
Salaries and Wages	22-197	1	43,000.00	41,000.00		41,000.00	40,184.58	815.42
Other Expenses	22-197	2	8,850.00	8,850.00		8,850.00	6,940.51	1,909.49
						-		-
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CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - within "CAPS" - (continued)	FCOA		Appropriated				Expended 2023	
			for 2024	for 2023	for 2023 By Emergency Appropriation	Total for 2023 As Modified By All Transfers	Paid or Charged	Reserved
Uniform Construction Code - Appropriations	XXXXXX		XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Offset by Dedicated Revenues (N.J.A.C. 5:23-4.17)	XXXXXX		XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
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CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - within "CAPS" - (continued)	FCOA		Appropriated				Expended 2023	
			for 2024	for 2023	for 2023 By Emergency Appropriation	Total for 2023 As Modified By All Transfers	Paid or Charged	Reserved
UNCLASSIFIED:	XXXXXX		XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
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CURRENT FUND - APPROPRIATIONS

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CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS	FCOA		Appropriated				Expended 2023	
			for 2024	for 2023	for 2023 By Emergency Appropriation	Total for 2023 As Modified By All Transfers	Paid or Charged	Reserved
(E) Deferred Charges and Statutory Expenditures - Municipal within "CAPS"	XXXXXX		XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
(1) DEFERRED CHARGES	XXXXXX		XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Emergency Authorizations	46-870				XXXXXXXXXX	-		XXXXXXXXXX
					XXXXXXXXXX	-		XXXXXXXXXX
					XXXXXXXXXX	-		XXXXXXXXXX
					XXXXXXXXXX	-		XXXXXXXXXX
					XXXXXXXXXX	-		XXXXXXXXXX
					XXXXXXXXXX	-		XXXXXXXXXX
					XXXXXXXXXX	-		XXXXXXXXXX
					XXXXXXXXXX	-		XXXXXXXXXX
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					XXXXXXXXXX	-		XXXXXXXXXX

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS	FCOA		Appropriated				Expended 2023	
			for 2024	for 2023	for 2023 By Emergency Appropriation	Total for 2023 As Modified By All Transfers	Paid or Charged	Reserved
(E) Deferred Charges and Statutory Expenditures - Municipal within "CAPS"	XXXXXX		XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
(1) DEFERRED CHARGES	XXXXXX		XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
					XXXXXXXXXX	-		XXXXXXXXXX
					XXXXXXXXXX	-		XXXXXXXXXX
					XXXXXXXXXX	-		XXXXXXXXXX
					XXXXXXXXXX	-		XXXXXXXXXX
					XXXXXXXXXX	-		XXXXXXXXXX
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					XXXXXXXXXX	-		XXXXXXXXXX
					XXXXXXXXXX	-		XXXXXXXXXX
					XXXXXXXXXX	-		XXXXXXXXXX

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS	FCOA		Appropriated				Expended 2023	
			for 2024	for 2023	for 2023 By Emergency Appropriation	Total for 2023 As Modified By All Transfers	Paid or Charged	Reserved
(E) Deferred Charges and Statutory Expenditures - Municipal within "CAPS" - (continued)	XXXXXX		XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
(2) STATUTORY EXPENDITURES:	XXXXXX		XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Contribution to:								
Public Employees' Retirement System	36-471		207,244.00	184,280.00		184,280.00	184,280.00	-
Social Security System (O.A.S.I.)	36-472		180,000.00	168,000.00		168,000.00	156,011.01	11,988.99
Consolidated Police & Fireman's Pension Fund	36-474					-		-
Police and Firemen's Retirement System of NJ	36-475		904,726.00	868,558.00		868,558.00	868,558.00	-
Unemployment Compensation Insurance (N.J.S.A. 43:21-3 et seq.)	23-225		10,000.00	10,000.00		10,000.00	9,445.36	554.64
						-		-
						-		-
						-		-
Defined Contribution Retirement Program (DCRP)	36-477		5,000.00	7,000.00		7,000.00	4,500.93	2,499.07
						-		-
Total Deferred Charges and Statutory Expenditures - Municipal within "CAPS"	34-209		1,306,970.00	1,237,838.00	-	1,237,838.00	1,222,795.30	15,042.70
(F) Judgments	37-480					-		XXXXXXXXXX
(G) Cash Deficit of Preceding Year	46-855					-		-
(H-1) Total General Appropriations for Municipal Purposes within "CAPS"	34-299		10,857,511.00	10,296,543.00	-	10,296,543.00	9,520,026.86	776,516.14

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - Excluded from "CAPS"	FCOA		Appropriated				Expended 2023	
			for 2024	for 2023	for 2023 By Emergency Appropriation	Total for 2023 As Modified By All Transfers	Paid or Charged	Reserved
						-		-
						-		-
Employee Group Health	23-221	2	43,554.00			-		-
						-		-
Liability Insurance	23-210	2	26,000.00			-		-
						-		-
						-		-
RECYCLING TAX						-		-
Other Expenses	32-465	2	10,000.00	10,000.00		10,000.00	10,000.00	-
						-		-
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CURRENT FUND - APPROPRIATIONS

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CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - Excluded from "CAPS"	FCOA		Appropriated				Expended 2023	
			for 2024	for 2023	for 2023 By Emergency Appropriation	Total for 2023 As Modified By All Transfers	Paid or Charged	Reserved
Uniform Construction Code Appropriations Offset by Increased Fee Revenues (N.J.A.C. 5:23-4.17)	XXXXXX		XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
	XXXXXX		XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
						-		-
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Total Uniform Construction Code Appropriations	22-999		-	-	-	-	-	-

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - Excluded from "CAPS"	FCOA		Appropriated				Expended 2023	
			for 2024	for 2023	for 2023 By Emergency Appropriation	Total for 2023 As Modified By All Transfers	Paid or Charged	Reserved
Shared Service Agreements	XXXXXX		XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Monmouth County 911 Contractual	42-115	2	169,500.00	166,000.00		166,000.00	166,000.00	-
						-		-
						-		-
						-		-
Municipal Court - Township of Ocean						-		-
Other Expenses	42-108	2	150,000.00	155,247.00		155,247.00	155,247.00	-
						-		-
						-		-
Financial Administration - City of Long Branch						-		-
Other Expenses	42-104	2	93,341.00	91,510.00		91,510.00	91,508.00	2.00
						-		-
						-		-
Informational Technology - City of Long Branch						-		-
Other Expenses	42-119	2	35,343.00	34,650.00		34,650.00	34,640.00	10.00
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - Excluded from "CAPS"	FCOA		Appropriated				Expended 2023	
			for 2024	for 2023	for 2023 By Emergency Appropriation	Total for 2023 As Modified By All Transfers	Paid or Charged	Reserved
Shared Service Agreements	XXXXXX		XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
						-		-
						-		-
						-		-
						-		-
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CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - Excluded from "CAPS"	FCOA		Appropriated				Expended 2023	
			for 2024	for 2023	for 2023 By Emergency Appropriation	Total for 2023 As Modified By All Transfers	Paid or Charged	Reserved
Shared Service Agreements	XXXXXX		XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
						-		-
						-		-
						-		-
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						-		-
						-		-
Total Interlocal Municipal Service Agreements	42-999		448,184.00	447,407.00	-	447,407.00	447,395.00	12.00

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - Excluded from "CAPS"	FCOA		Appropriated				Expended 2023	
			for 2024	for 2023	for 2023 By Emergency Appropriation	Total for 2023 As Modified By All Transfers	Paid or Charged	Reserved
Additional Appropriations Offset by Revenues (N.J.S.A. 40A:4-45.3h)	XXXXXX		XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
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Total Additional Appropriations Offset by Revenues (N.J.S.A. 40A:4-45.3h)	34-303		-	-	-	-	-	-

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - Excluded from "CAPS"	FCOA		Appropriated				Expended 2023	
			for 2024	for 2023	for 2023 By Emergency Appropriation	Total for 2023 As Modified By All Transfers	Paid or Charged	Reserved
Public and Private Programs Offset by Revenues								
Matching Funds for Grants	41-899					-	-	-
						-	-	-
Drunk Driving Enforcement						-	-	-
Other Expenses	41-510	2				-	-	-
						-	-	-
Safe and Secure Communities Program						-	-	-
Police						-	-	-
Salaries and Wages	41-503	1	20,631.00	14,805.00		14,805.00	14,805.00	-
						-	-	-
Body Armor Replacement Fund						-	-	-
Other Expenses	41-505	2	1,843.75	2,890.64		2,890.64	2,890.64	-
						-	-	-
Clean Communities Grant						-	-	-
Other Expenses	41-602	2	17,487.87	15,591.63		15,591.63	15,591.63	-
						-	-	-
Alcohol Education and Rehabilitation Fund						-	-	-
Other Expenses	41-501	2	129.79			-	-	-

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - Excluded from "CAPS"	FCOA		Appropriated				Expended 2023	
			for 2024	for 2023	for 2023 By Emergency Appropriation	Total for 2023 As Modified By All Transfers	Paid or Charged	Reserved
Public and Private Programs Offset by Revenues								
DWI - Saturation Patrol	41-518	2				-	-	-
						-	-	-
Recycling Tonnage Grant						-	-	-
Other Expenses	41-569	2	10,517.14	10,411.08		10,411.08	10,411.08	-
						-	-	-
American Rescue Plan Firefighter						-	-	-
Other Expenses	41-712	2	45,000.00			-	-	-
						-	-	-
Body Worn Camera Grant						-	-	-
Other Expenses	41-502	2				-	-	-
						-	-	-
American Rescue Plan						-	-	-
Other Expenses	41-857	2		208,452.00		208,452.00	208,452.00	-
						-	-	-
DCA - Stormwater Assistance						-	-	-
Other Expenses	41-564	2	70,000.00			-	-	-
						-	-	-

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - Excluded from "CAPS" (continued)	FCOA		Appropriated				Expended 2023	
			for 2024	for 2023	for 2023 By Emergency Appropriation	Total for 2023 As Modified By All Transfers	Paid or Charged	Reserved
Public and Private Programs Offset by Revenues (cont)	XXXXXX		XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
Total Public and Private Programs Offset by Revenues	40-999		165,609.55	252,150.35	-	252,150.35	252,150.35	-
Total Operations - Excluded from "CAPS"	34-305		762,847.55	779,057.35	-	779,057.35	709,545.35	69,512.00
Detail:								
Salaries & Wages	34-305	1	20,631.00	14,805.00	-	14,805.00	14,805.00	-
Other Expenses	34-305	2	742,216.55	764,252.35	-	764,252.35	694,740.35	69,512.00

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (C) Capital Improvements - Excluded from "CAPS"	FCOA		Appropriated				Expended 2023	
			for 2024	for 2023	for 2023 By Emergency Appropriation	Total for 2023 As Modified By All Transfers	Paid or Charged	Reserved
Down Payments on Improvements	44-902					-		-
Capital Improvement Fund	44-901		321,000.00	400,000.00	XXXXXXXXXX	400,000.00	400,000.00	-
						-		-
						-		-
Fire Department Metering Devices and Vehicle	44-903	2				-		-
IT Hardware	44-904	2				-		-
Police Vehicles	44-905	2	62,000.00	55,000.00		55,000.00	54,978.55	21.45
Public Works Equipment	44-905	2	60,000.00	60,000.00		60,000.00	60,000.00	-
Community Center Improvements	44-905	2				-		-
Improvements to Buildings and Grounds	44-905	2	114,000.00	53,000.00		53,000.00	53,000.00	-
First Aid Squad Equipment	44-905	2	25,000.00			-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (C) Capital Improvements - Excluded from "CAPS"	FCOA		Appropriated				Expended 2023	
			for 2024	for 2023	for 2023 By Emergency Appropriation	Total for 2023 As Modified By All Transfers	Paid or Charged	Reserved
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
Public and Private Programs Offset by Revenues:	XXXXXX		XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
New Jersey Transportation Trust Fund Authority Act	41-865					-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
Total Capital Improvements Excluded from "CAPS"	44-999		582,000.00	568,000.00	-	568,000.00	567,978.55	21.45

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (D) Municipal Debt Service - Excluded from "CAPS"	FCOA		Appropriated				Expended 2023	
			for 2024	for 2023	for 2023 By Emergency Appropriation	Total for 2023 As Modified By All Transfers	Paid or Charged	Reserved
Payment of Bond Principal	45-920		855,000.00	840,000.00		840,000.00	840,000.00	XXXXXXXXXX
Payment of Bond Anticipation Notes and Capital Notes	45-925					-		XXXXXXXXXX
Interest on Bonds	45-930		422,950.00	449,284.00		449,284.00	449,283.17	XXXXXXXXXX
Interest on Notes	45-935			78,546.00		78,546.00	78,043.40	XXXXXXXXXX
Green Trust Loan Program:	XXXXXX		XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Loan Repayments for Principal and Interest	45-940	2	14,427.00	14,427.00		14,427.00	14,426.02	XXXXXXXXXX
						-		XXXXXXXXXX
						-		XXXXXXXXXX
New Jersey D.E.P. Loan Repayment for Principal and						-		XXXXXXXXXX
Interest	45-942	2	83,144.00	84,144.00		84,144.00	83,143.64	XXXXXXXXXX
						-		XXXXXXXXXX
Capital Lease Obligations						-		XXXXXXXXXX
Principal	45-941	2	44,000.00	98,000.00		98,000.00	98,000.00	XXXXXXXXXX
Interest	45-941	2	6,810.00	10,600.00		10,600.00	10,579.96	XXXXXXXXXX
						-		XXXXXXXXXX
						-		XXXXXXXXXX
						-		XXXXXXXXXX
						-		XXXXXXXXXX
						-		XXXXXXXXXX
						-		XXXXXXXXXX

CURRENT FUND - APPROPRIATIONS

[illegible]

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS	FCOA		Appropriated				Expended 2023	
			for 2024	for 2023	for 2023 By Emergency Appropriation	Total for 2023 As Modified By All Transfers	Paid or Charged	Reserved
(E) Deferred Charges - Municipal - Excluded from "CAPS"								
(1) DEFERRED CHARGES:	XXXXXX		XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Emergency Authorizations	46-870				XXXXXXXXXX	-		XXXXXXXXXX
Special Emergency Authorization - 5 Years (N.J.S.A. 40A:4-55)	46-875				XXXXXXXXXX	-		XXXXXXXXXX
Special Emergency Authorization - 3 Years (N.J.S.A. 40A:4-55.1 &	46-871				XXXXXXXXXX	-		XXXXXXXXXX
					XXXXXXXXXX	-		XXXXXXXXXX
					XXXXXXXXXX	-		XXXXXXXXXX
					XXXXXXXXXX	-		XXXXXXXXXX
					XXXXXXXXXX	-		XXXXXXXXXX
					XXXXXXXXXX	-		XXXXXXXXXX
					XXXXXXXXXX	-		XXXXXXXXXX
					XXXXXXXXXX	-		XXXXXXXXXX
					XXXXXXXXXX	-		XXXXXXXXXX
					XXXXXXXXXX	-		XXXXXXXXXX
Total Deferred Charges - Municipal - Excluded from "CAPS"	46-999		-	-	XXXXXXXXXX	-	-	XXXXXXXXXX
(F) Judgments (N.J.S.A. 40A:4-45.3cc)	37-480					-		XXXXXXXXXX
(N) Transferred to Board of Education for Use of Local Schools (N.J.S.A.	29-405				XXXXXXXXXX	-		XXXXXXXXXX
					XXXXXXXXXX			XXXXXXXXXX
(G) With Prior Consent of Local Finance Board: Cash Deficit of Preceding Year	46-885				XXXXXXXXXX	-		XXXXXXXXXX
					XXXXXXXXXX			XXXXXXXXXX
(H-2) Total General Appropriations for Municipal Purposes Excluded from	34-309		2,771,178.55	2,922,058.35	-	2,922,058.35	2,851,000.09	69,533.45

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS	FCOA		Appropriated				Expended 2023	
			for 2024	for 2023	for 2023 By Emergency Appropriation	Total for 2023 As Modified By All Transfers	Paid or Charged	Reserved
For Local District School Purposes - Excluded from "CAPS"	XXXXXX		XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
(I) Type 1 District School Debt Service	XXXXXX		XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Payment of Bond Principal	48-920					-		XXXXXXXXXX
Payment of Bond Anticipation Notes	48-925					-		XXXXXXXXXX
Interest on Bonds	48-930					-		XXXXXXXXXX
Interest on Notes	48-935					-		XXXXXXXXXX
						-		XXXXXXXXXX
						-		XXXXXXXXXX
Total of Type 1 District School Debt Service - Excluded from "CAPS"	48-999		-	-	-	-	-	XXXXXXXXXX
Deferred Charges and Statutory (J) Expenditures - Local School -	XXXXXX		XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Emergency Authorizations - Schools	29-406				XXXXXXXXXX	-		XXXXXXXXXX
Capital Project for Land, Building or Equipment N.J.S.A. 18A:22-20	29-407					-		XXXXXXXXXX
Total Deferred Charges and Statutory Expenditures - Local School -	29-409		-	-	-	-	-	XXXXXXXXXX
District School Purposes {Items (I) and (J) - (K) Excluded from "CAPS"	29-410		-	-	-	-	-	XXXXXXXXXX
(O) Total General Appropriations - Excluded from "CAPS"	34-399		2,771,178.55	2,922,058.35	-	2,922,058.35	2,851,000.09	69,533.45
(L) Subtotal General Appropriations {Items (H-1) and (O)}	34-400		13,628,689.55	13,218,601.35	-	13,218,601.35	12,371,026.95	846,049.59
(M) Reserve for Uncollected Taxes	50-899		620,000.00	512,135.00	XXXXXXXXXX	512,135.00	512,135.00	XXXXXXXXXX
9. Total General Appropriations	34-499		14,248,689.55	13,730,736.35	-	13,730,736.35	12,883,161.95	846,049.59

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS Summary of Appropriations	FCOA	Appropriated				Expended 2023	
		for 2024	for 2023	for 2023 By Emergency Appropriation	Total for 2023 As Modified By All Transfers	Paid or Charged	Reserved
(H-1) Total General Appropriations for	34-299	10,857,511.00	10,296,543.00	-	10,296,543.00	9,520,026.86	776,516.14
Municipal Purposes within "CAPS"	XXXXXX						
(A) Operations - Excluded from "CAPS"	XXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Other Operations	34-300	149,054.00	79,500.00	-	79,500.00	10,000.00	69,500.00
Uniform Construction Code	22-999	-	-	-	-	-	-
Shared Service Agreements	42-999	448,184.00	447,407.00	-	447,407.00	447,395.00	12.00
Additional Appropriations Offset by Revenues	34-303	-	-	-	-	-	-
Public & Private Programs Offset by Revenues	40-999	165,609.55	252,150.35	-	252,150.35	252,150.35	-
Total Operations Excluded from "CAPS"	34-305	762,847.55	779,057.35	-	779,057.35	709,545.35	69,512.00
(C) Capital Improvements	44-999	582,000.00	568,000.00	-	568,000.00	567,978.55	21.45
(D) Municipal Debt Service	45-999	1,426,331.00	1,575,001.00	-	1,575,001.00	1,573,476.19	XXXXXXXXXX
(E) Total Deferred Charges (Sheet 28)	46-999	-	-	XXXXXXXXXX	-	-	XXXXXXXXXX
(F) Judgments (Sheet 28)	37-480	-	-	-	-	-	XXXXXXXXXX
(G) Cash Deficit - With Prior Consent of Local Finance Board	46-885	-	-	XXXXXXXXXX	-	-	XXXXXXXXXX
(K) Local District School Purposes	29-410	-	-	-	-	-	XXXXXXXXXX
(N) Transferred to Board of Education	29-405	-	-	XXXXXXXXXX	-	-	XXXXXXXXXX
(M) Reserve for Uncollected Taxes	50-899	620,000.00	512,135.00	XXXXXXXXXX	512,135.00	512,135.00	XXXXXXXXXX
Total General Appropriations	34-499	14,248,689.55	13,730,736.35	-	13,730,736.35	12,883,161.95	846,049.59

DEDICATED ASSESSMENT BUDGET

14. DEDICATED REVENUES FROM	FCOA	Anticipated		Realized in Cash in 2023
		2024	2023	
Assessment Cash	51-101			
Deficit (General Budget)	51-885			
Total Assessment Revenues	51-899	-	-	-
15. APPROPRIATIONS FOR ASSESSMENT DEBT		Appropriated		Expended 2023 Paid or Charged
		2024	2023	
Payment of Bond Principal	51-920			
Payment of Bond Anticipation Notes	51-925			
Total Assessment Appropriations	51-999	-	-	-

DEDICATED ASSESSMENT BUDGET UTILITY

14. DEDICATED REVENUES FROM	FCOA	Anticipated		Realized in Cash in 2023
		2024	2023	
Assessment Cash	52-101			
Deficit (Utility Budget)	52-885			
Total Utility Assessment Revenues	52-899	-	-	-
15. APPROPRIATIONS FOR ASSESSMENT DEBT		Appropriated		Expended 2023 Paid or Charged
		2024	2023	
Payment of Bond Principal	52-920			
Payment of Bond Anticipation Notes	52-925			
Total Utility Assessment Appropriations	52-999	-	-	-

DEDICATED ASSESSMENT BUDGET UTILITY

14. DEDICATED REVENUES FROM	FCOA	Anticipated		Realized in
		2024	2023	Cash in 2023
Assessment Cash	53-101			
Deficit (Utility Budget)	53-885			
Total Utility Assessment Revenues	53-899	-	-	-
15. APPROPRIATIONS FOR ASSESSMENT DEBT		Appropriated		Expended 2023
		2024	2023	Paid or Charged
Payment of Bond Principal	53-920			
Payment of Bond Anticipation Notes	53-925			
Total Utility Assessment Appropriations	53-999	-	-	-

Dedication by Rider - (N.J.S.A. 40A: 4-39) dedicated revenues anticipated during the year 2024 from Animal Control State or Federal Aid for Maintenance of Libraries Bequest, Escheat; Construction Code Fees Due Hackensack Meadowlands Development Commission; Outside Employment of Off-Duty Municipal Police Officers; Unemployment Compensation Insurance; Reimbursement of Sale of Gasoline to State Automobiles; State Training Fees - Uniform Construction Code Act; Older Americans Act - Program Contributions; Municipal Alliance on Alcoholism and Drug Abuse - Program Income:

Housing and Community Development Act of 1974; Recycling Program; Parking Offenses Adjudication Act; Storm Recovery Trust Fund; Accumulated Absences; Developer's Escrow Fund; Municipal Public Defender; Donations for Frank "Clint" Sorrentino Park; Disposal of Forfeited Property; Donations for Community Events and Recreation; Uniform Fire Safety Act Penalty Monies; Municipal Alliance on Alcohol and Drug Abuse; Outside Employment of Off-Duty Municipal Police Officer

are hereby anticipated as revenue and are hereby appropriated for the purpose to which said revenue is dedicated by statute or other legal requirement."

APPENDIX TO BUDGET STATEMENT

COMPARATIVE STATEMENT OF CURRENT FUND OPERATIONS AND
CHANGE IN CURRENT SURPLUS

CURRENT FUND BALANCE SHEET - DECEMBER 31, 2023

ASSETS	
Cash and Investments	7,714,370.93
Due from State of N.J.(c. 20, P.L. 1961)	
Federal and State Grants Receivable	
Receivables with Offsetting Reserves:	xxxxxxx
Taxes Receivable	609,418.77
Tax Title Lien Receivable	30,101.12
Property Acquired by Tax Title Lien Liquidation	37,900.00
Other Receivables	160,603.57
Deferred Charges Required to be in 2024 Budget	-
Deferred Charges Required to be in Budgets Subsequent to 2024	-
Total Assets	8,552,394.39

LIABILITIES, RESERVES AND SURPLUS

*Cash Liabilities	2,346,191.59
Reserves for Receivables	838,023.46
Surplus	5,368,179.34
Total Liabilities, Reserves and Surplus	8,552,394.39

School Tax Levy Unpaid	257,941.24
Less: School Tax Deferred	-
*Balance Included in Above "Cash Liabilities"	257,941.24

	YEAR 2023	YEAR 2022
Surplus Balance, January 1	4,709,072.38	4,384,440.16
CURRENT REVENUE ON A CASH BASIS:	xxxxxxx	xxxxxxx
Current Taxes:*(Percentage Collected 2023: 98.16%, 2022: 98.76%)	32,658,988.25	31,134,245.28
Delinquent Taxes	385,538.97	424,244.55
Other Revenues and Additions to Income	3,244,805.73	3,415,952.65
Total Funds	40,998,405.33	39,358,882.64
EXPENDITURES AND TAX REQUIREMENTS:	xxxxxxx	xxxxxxx
Municipal Appropriations	13,217,076.54	13,061,936.72
School Taxes (Including Local and Regional)	17,306,890.00	16,527,912.00
County Taxes (Including Added Tax Amounts)	5,106,259.45	4,418,910.54
Special District Taxes		
Other Expenditures and Deductions from Income		641,051.00
Total Expenditures and Tax Requirements	35,630,225.99	34,649,810.26
Less: Expenditures to be Raised by Future Taxes	-	
Total Adjusted Expenditures and Tax Requirements	35,630,225.99	34,649,810.26
Surplus Balance, December 31	5,368,179.34	4,709,072.38

*Nearest even percentage may be used

Proposed Use of Current Fund Surplus in 2024 Budget

Surplus Balance, December 31	5,368,179.34
Current Surplus Anticipated in 2024 Budget	947,600.00
Surplus Balance Remaining	4,420,579.34

(Important: This appendix must be Included in advertisement of Budget.)

2024

CAPITAL BUDGET AND CAPITAL IMPROVEMENT PROGRAM

This section is included with the Annual Budget pursuant to N.J.A.C. 5:30-4. It does not in itself confer any authorization to raise or expend funds. Rather it is a document used as part of the local unit's planning and management program. Specific authorization to expend funds for purposes described in this section must be granted elsewhere, by a separate bond ordinance, by inclusion of a line item in the Capital Improvement Section of this budget, by an ordinance taking the money from the Capital Improvement Fund, or other lawful means.

CAPITAL BUDGET

- A plan for all capital expenditures for the current fiscal year.
If no Capital Budget is included, check the reason why:
 - ☐ Total capital expenditures this year do not exceed \$25,000, including appropriations for Capital Improvement Fund, Capital Line items and Down Payments on Improvements.
 - ☐ No bond ordinances are planned this year.

CAPITAL IMPROVEMENT PROGRAM

- A multi-year list of planned capital projects, including the current year.
Check appropriate box for number of years covered, including current year:
 - ☒ 3 years. (Population under 10,000)
 - ☐ 6 years. (Over 10,000 and all county governments)
 - ☐ years exceeding minimum time period.
- ☐ Check if municipality is under 10,000, has not expended more than \$25,000 annually for capital purposes in immediately previous three years, and is not adopting CIP.

**BOROUGH OF WEST LONG BRANCH
NARRATIVE FOR CAPITAL IMPROVEMENT PROGRAM**

The capital budget of the Borough of West Long Branch has been carefully prepared to meet the known needs of the Borough.

CAPITAL BUDGET (Current Year Action) 2024

Local Unit

BOROUGH OF WEST LONG BRANCH

1 PROJECT TITLE	2 PROJECT NUMBER	3 ESTIMATED TOTAL COST	4 AMOUNTS RESERVED IN PRIOR YEARS	PLANNED FUNDING SERVICES FOR CURRENT YEAR - 2024					6 TO BE FUNDED IN FUTURE YEARS
				5a 2024 Budget Appropriations	5b Capital Improvement Fund	5c Capital Surplus	5d Grants in Aid and Other Funds	5e Debt Authorized	
2024 Road Improvement Program	1	1,000,000.00					250,000.00	750,000.00	
HVAC Replacement	2	475,000.00					150,000.00	325,000.00	
General Improvements and Equipment	3	761,000.00		261,000.00	25,000.00			475,000.00	
		-							
		-							
		-							
		-							
		-							
		-							
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		-							
		-							
		-							
		-							
		-							
		-							
		-							
TOTAL - THIS PAGE	XXXXX	2,236,000.00	-	261,000.00	25,000.00	-	400,000.00	1,550,000.00	-

CAPITAL BUDGET (Current Year Action) 2024

Local Unit

BOROUGH OF WEST LONG BRANCH

1 PROJECT TITLE	2 PROJECT NUMBER	3 ESTIMATED TOTAL COST	4 AMOUNTS RESERVED IN PRIOR YEARS	PLANNED FUNDING SERVICES FOR CURRENT YEAR - 2024					6 TO BE FUNDED IN FUTURE YEARS
				5a 2024 Budget Appropriations	5b Capital Improvement Fund	5c Capital Surplus	5d Grants in Aid and Other Funds	5e Debt Authorized	
		-							
		-							
		-							
		-							
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		-							
TOTAL - THIS PAGE	XXXXX	-	-	-	-	-	-	-	-

CAPITAL BUDGET (Current Year Action) 2024

Local Unit

BOROUGH OF WEST LONG BRANCH

1 PROJECT TITLE	2 PROJECT NUMBER	3 ESTIMATED TOTAL COST	4 AMOUNTS RESERVED IN PRIOR YEARS	PLANNED FUNDING SERVICES FOR CURRENT YEAR - 2024					6 TO BE FUNDED IN FUTURE YEARS
				5a 2024 Budget Appropriations	5b Capital Improvement Fund	5c Capital Surplus	5d Grants in Aid and Other Funds	5e Debt Authorized	
		-							
		-							
		-							
		-							
		-							
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		-							
		-							
		-							
		-							
		-							
		-							
		-							
		-							
TOTAL - ALL PROJECTS	XXXXX	2,236,000.00	-	261,000.00	25,000.00	-	400,000.00	1,550,000.00	-

Local Unit

C - 4

Local Unit

1 PROJECT TITLE	2 PROJECT NUMBER	3 ESTIMATED TOTAL COST	4 Estimated Completion Time	FUNDING AMOUNTS PER BUDGET YEAR					
				5a 2024	5b 2025	5c 2026	5d	5e	5f
		-							
		-							
		-							
		-							
		-							
		-							
		-							
		-							
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		-							
		-							
		-							
		-							
TOTAL - THIS PAGE	XXXXX	-	XXXXXXXXXX	-	-	-	-	-	-

Local Unit **BOROUGH OF WEST LONG BRANCH**

C - 4

3 YEAR CAPITAL PROGRAM - 2024 to 2026 SUMMARY OF ANTICIPATED FUNDING SOURCES AND AMOUNTS

Local Unit

BOROUGH OF WEST LONG BRANCH

1 Project Title	2 Estimated Total Costs	BUDGET APPROPRIATIONS		4 Capital Improvement Fund	5 Capital Surplus	6 Grants - in - Aid and Other Funds	BONDS AND NOTES			
		3a Current Year 2024	3b Future Years				7a General	7b Self Liquidating	7c Assessment	7d School
2024 Road Improvement Program	1,000,000.00					250,000.00	750,000.00			
HVAC Replacement	475,000.00					150,000.00	325,000.00			
General Improvements and Equipment	761,000.00	261,000.00		25,000.00			475,000.00			
	-			-						
	-			-						
	-			-						
	-			-						
	-			-						
	-			-						
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	-			-						
TOTAL - THIS PAGE	2,236,000.00	261,000.00	-	25,000.00	-	400,000.00	1,550,000.00	-	-	-

3 YEAR CAPITAL PROGRAM - 2024 to 2026

SUMMARY OF ANTICIPATED FUNDING SOURCES AND AMOUNTS

Local Unit

BOROUGH OF WEST LONG BRANCH

[illegible]

3 YEAR CAPITAL PROGRAM - 2024 to 2026

SUMMARY OF ANTICIPATED FUNDING SOURCES AND AMOUNTS

Local Unit

BOROUGH OF WEST LONG BRANCH

1 Project Title	2 Estimated Total Costs	BUDGET APPROPRIATIONS		4 Capital Improvement Fund	5 Capital Surplus	6 Grants - in - Aid and Other Funds	BONDS AND NOTES			
		3a Current Year 2024	3b Future Years				7a General	7b Self Liquidating	7c Assessment	7d School
	-			-						
	-			-						
	-			-						
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	-			-						
	-			-						
	-			-						
	-			-						
	-			-						
	-			-						
TOTAL - ALL PROJECTS	2,236,000.00	261,000.00	-	25,000.00	-	400,000.00	1,550,000.00	-	-	-

BOROUGH OF WEST LONG BRANCH

OPEN SPACE, RECREATION, FARMLAND AND HISTORIC PRESERVATION TRUST FUND

DEDICATED REVENUES FROM TRUST FUND	FCOA	Anticipated		Realized in Cash in 2023	APPROPRIATIONS	FCOA	Appropriated		Expended 2023	
		2024	2023				for 2024	for 2023	Paid or Charged	Reserved
Amount to be Raised By Taxation	54-190				Development of Lands for Recreation and Conservation:		xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx
					Salaries & Wages	54-385-1				-
Interest Income	54-113				Other Expenses	54-385-2				-
					Maintenance of Lands for Recreation and Conservation:		xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx
Reserve Funds:	54-101				Salaries & Wages	54-375-1				-
					Other Expenses	54-372-2				-
					Historic Preservation:		xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx
					Salaries & Wages	54-176-1				-
					Other Expenses	54-176-2				-
										-
					Acquisition of Lands for Recreation and Conservation	54-915-2				-
Total Trust Fund Revenues:	54-299	-	-	-	Acquisition of Farmland	54-916-2				-
Summary of Program					Down Payments on Improvements	54-902-2				-
					Debt Service:		xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx
Year Referendum Passed/Implemented:					Payment of Bond Principal	54-920-2				xxxxxxxxxx
Rate Assessed:					Payment of Bond Anticipation Notes and Capital Notes	54-925-2				xxxxxxxxxx
Total Tax Collected to date:					Interest on Bonds	54-930-2				xxxxxxxxxx
Total Expended to date:					Interest on Notes	54-935-2				xxxxxxxxxx
Total Acreage Preserved to date:					Reserve for Future Use	54-950-2				-
Recreation land preserved in 2023:					Total Trust Fund Appropriations:	54-499	-	-	-	-
Farmland preserved in 2023:										

BOROUGH OF WEST LONG BRANCH

ARTS AND CULTURE TRUST FUND

DEDICATED REVENUES FROM TRUST FUND	FCOA	Anticipated		Realized in Cash in 2023	APPROPRIATIONS	FCOA	Appropriated		Expended 2023	
		2024	2023				for 2024	for 2023	Paid or Charged	Reserved
Amount to be Raised By Taxation	56-190				xxxxxxxxxxxxxxxxxxxx	xxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx
										-
										-
										-
										-
Reserve Funds:	56-101									-
										-
										-
										-
										-
										-
										-
										-
										-
										-
Total Trust Fund Revenues:	56-299	-	-	-						-
<div>Summary of Program</div> <div>Year Referendum Passed/Implemented:</div> <div>Rate Assessed:</div> <div>Total Tax Collected to date:</div> <div>Total Expended to date:</div>										-
										-
										-
										-
										-
										-
										-
										-
					Total Trust Fund Appropriations:	56-499	-	-	-	-

Annual List of Change Orders Approved
Pursuant to N.J.A.C. 5:30-11

Contracting Unit: BOOROUGH OF WEST LONG BRANCH

Year Ending: December 31, 2023

The following is a complete list of all change orders which caused the originally awarded contract price to be exceeded by more than 20 percent. For regulatory details please consult N.J.A.C. 5:30-11.1 et seq. Please identify each change order by name of the project.

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For each change order listed above, submit with introduced budget a copy of the governing body resolution authorizing the change order and an Affidavit of Publication for the newspaper notice required by N.J.A.C. 5:30-11.9(d). (Affidavit must include a copy of the newspaper notice.)

If you have not had a change order exceeding the 20 percent threshold for the year indicated above, please check here ☒ and certify below.

4/3/2024
Date

Carolina Santos
Clerk of the Governing Body

P.O. Type: All Include Project Line Items: Yes Open: N Paid: N Void: N
 Range: First to Last Rcvd: Y Held: Y Aprv: N
 Format: Condensed Bid: Y State: Y Other: Y Exempt: Y
 Vendors: All Include Non-Budgeted: Y
 Rcvd Batch Id Range: First to Last

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
23-01135	08/22/23	T0141	TRAFFIC PLAN	DPW ORDER#: 002740 SORRENTINO	Open	3,600.00	0.00
23-01320	10/02/23	F0010	FIRE & SAFETY SERVICES LTD	FIRE DEPT. REPAIRS 53-90	Open	1,791.00	0.00
23-01419	10/12/23	M0011	MONMOUTH COUNTY POLICE CHIEF'S	CHIEF 2023 DUES INV#: 23-123	Open	300.00	0.00
23-01617	11/06/23	L0002	LANIGAN ASSOCIATES	POLICE INVOICE NO. 98858	Open	57.80	0.00
23-01692	11/24/23	S0070	STAPLES ADVANTAGE	POLICE DEPARTMENT ORDER	Open	109.17	0.00
23-01734	11/28/23	GABRI005	GABRIELLI KENWORTH OF NJ, LLC	DPW ORDER NO 49826DS TRCKTRANS	Open	998.35	0.00
23-01768	12/04/23	C0195	CASA REPORTING SERVICE	OCT 2023 CASA CHARGES	Open	105.60	0.00
24-00099	01/26/24	M0011	MONMOUTH COUNTY POLICE CHIEF'S	CHIEF 2024 DUES INV#: 24-088	Open	150.00	0.00
24-00102	01/26/24	M0011	MONMOUTH COUNTY POLICE CHIEF'S	CHIEF TRAINING INV#: 24-040	Open	500.00	0.00
24-00118	01/26/24	S0070	STAPLES ADVANTAGE	HOUSING DEPT. LABEL PRINTER	Open	89.01	0.00
24-00149	02/08/24	T0058	T&M ASSOCIATES	PLANNING BOARD INVOICES	Open	1,302.75	0.00
24-00155	02/09/24	DELTA010	DELTA STRATEGIC, LLC	FIREARMS FOR POLICE	Open	355.00	0.00
24-00176	02/09/24	B0142	B&H PHOTO & ELECTRONICS	TONER FOR ADMIN PORTABLE PRNTR	Open	217.27	0.00
24-00199	02/09/24	C215	CAROLINA SANTOS	C. SANTOS CLERKS CONFERENCE	Open	291.99	0.00
24-00208	02/13/24	VERIZ005	VERIZON CONNECT	POLICE INV#: 30200054728 GPS	Open	28.03	0.00
24-00232	02/13/24	D0109	DIDI'S AUTOMOTIVE II,LLC	POLICE INVOICES, VARIOUS	Open	854.42	0.00
24-00252	02/18/24	J0044	HUNTER KEYSTONE PETERBILT	DPW ORDER NO. R205016371	Open	2,787.30	0.00
24-00279	02/19/24	G0078	GEESE PATROL	GEESE 01/18-02/18 2024	Open	1,945.00	0.00
24-00284	02/26/24	R0069	BARRY P. RUBINO, M.D.	POLICE & XING GUARD PHYSICALS	Open	500.00	0.00
24-00290	02/26/24	A0159	ACTION UNIFORMS	CHEVRONS FOR SGT. BRENNESSEL	Open	12.00	0.00
24-00295	02/26/24	S0012	SEABOARD WELDING	MULTIMATIC MILLER WELD PACKAGE	Open	3,349.00	0.00
24-00310	02/26/24	A0159	ACTION UNIFORMS	OFFICER BRENNESSEL INV#:51830	Open	367.92	0.00
24-00313	02/26/24	M0054	BCM ONE	INVOICE NO. 6089962	Open	3,196.21	0.00
24-00319	02/26/24	H0027	HOME DEPOT - CREDIT SERVICES	DPW INVOICES, VARIOUS	Open	180.24	0.00
24-00322	02/26/24	N0049	NJ ST ASSN OF CHIEFS OF POLICE	BOTTI & BURTON TRAINING 03/24	Open	1,100.00	0.00
24-00364	03/05/24	J0042	JERSEY CENTRAL POWER & LIGHT	ACCT NO. 100 105 587 255	Open	94.88	0.00
24-00369	03/05/24	J0042	JERSEY CENTRAL POWER & LIGHT	ACCT NO. 100 013 497 167	Open	79.40	0.00
24-00371	03/05/24	J0042	JERSEY CENTRAL POWER & LIGHT	ACCT NO. 100 013 408 073	Open	400.85	0.00
24-00380	03/10/24	A0182	AMAZON CAPITAL SERVICES, INC.	FRAMES FOR CEREMONY	Open	59.94	0.00
24-00381	03/10/24	J0052	JERSEY ELEVATOR	MARCH INVOICE #: 45875-H9T9	Open	145.22	0.00
24-00382	03/11/24	A0182	AMAZON CAPITAL SERVICES, INC.	PARKING SIGNS	Open	51.96	0.00
24-00384	03/14/24	S0012	SEABOARD WELDING	EMS INVOICE NO. 2163287 OXYGEN	Open	262.00	0.00
24-00387	03/14/24	G0051	GEORGE WALL FORD	DPW EST #R0391059 TURBOCHARGER	Open	5,050.83	0.00
24-00390	03/14/24	TELETR005	TELETRAC NAVMAN	DPW INV#: 93012028 SFTY SRVCE	Open	189.50	0.00
24-00391	03/14/24	GABRI005	GABRIELLI KENWORTH OF NJ, LLC	DPW REPAIR ORDER#: 51724DS	Open	1,390.50	0.00
24-00394	03/14/24	C0146	CERTIFICATION UNIT	EXAM APPLICATION FEE J. GONTER	Open	150.00	0.00
24-00395	03/14/24	P0117	PLOSIA COHEN LAW FIRM	FEB INVOICE NO. 53655	Open	10,142.50	0.00
24-00397	03/14/24	S0056	SHORE REGIONAL HIGH SCHOOL	APRIL 2024 INV#: 24-01126	Open	3,831.00	0.00
24-00399	03/15/24	M0252	MAZZA RECYCLING SERVICES, LTD.	FEB 2024 INV#: 1143170	Open	351.60	0.00
24-00400	03/15/24	S0070	STAPLES ADVANTAGE	POLICE DEPT. SUPPLY ORDER	Open	245.97	0.00
24-00402	03/15/24	PRECIO05	PRECISE CONSTRUCTION	LAKE PROPOSAL #: P24-06	Open	53,150.00	0.00
24-00403	03/15/24	W0076	WARSHAUER GENERATOR,LLC	PD GENERATOR INV#: 69487	Open	1,050.26	0.00
24-00404	03/15/24	BLOOD005	BLOODGOOD LE TRAINING GROUP	KNOTT FA TRAINING 3/18/24	Open	175.00	0.00
24-00407	03/15/24	BATTAA005	BATTAGLIA ASSOCIATES, L.L.C.	FEB PAYROLL PROCESSING	Open	2,500.00	0.00
24-00410	03/15/24	D0125	DELISA WASTE SERVICES	FEB 2024 - TIPPING 16-29	Open	8,767.37	0.00
24-00412	03/15/24	M0034	MGL PRINTING SOLUTIONS	TAX COLLECTOR STAMP	Open	67.00	0.00
24-00413	03/15/24	G0001	G&M TROPHY COMPANY	AWARDS INV#: 9591-A	Open	1,975.00	0.00
24-00414	03/15/24	N0036	NEW JERSEY NATURAL GAS CO.	ACCT NO. 22-0012-6557-84	Open	59.92	0.00

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
24-00416	03/15/24	PROJA005	PRO JANITORIAL SERVICES, LLC	JANITORIAL - MAR 2024	Open	3,000.00	0.00
24-00420	03/15/24	NEWJE005	NEW JERSEY ADVANCE MEDIA	PLANNING ORDER NO. 0010830196	Open	68.80	0.00
24-00423	03/15/24	M0252	MAZZA RECYCLING SERVICES, LTD.	JAN 2024 INV#: 110892	Open	385.20	0.00
24-00424	03/15/24	T0129	THE JEEP STORE	PD INV#: 5038688 UNIT 06	Open	290.80	0.00
24-00425	03/15/24	T0057	TAYLOR'S TOWING INC	DPW TOW INV#: 255087	Open	795.00	0.00
24-00426	03/15/24	S0070	STAPLES ADVANTAGE	MOUSE FOR CLERK'S OFFICE	Open	39.99	0.00
24-00429	03/15/24	D0109	DIDI'S AUTOMOTIVE II,LLC	PD INV#: 240229005	Open	120.00	0.00
24-00433	03/15/24	J0011	JOHN GUIRE SUPPLY LLC	PUBLIC WORKS DEPT. PURCHASES	Open	708.98	0.00
24-00436	03/15/24	L0072	LANGUAGE LINE SERVICES	COURT INTERPRETER FEB 2024	Open	146.20	0.00
24-00437	03/15/24	C0195	CASA REPORTING SERVICE	YEAR END CHARGES INV#: 17255	Open	559.40	0.00
24-00439	03/15/24	S0027	SIP'S PAINT AND HARDWARE	DPW INV#: 45227 FASTENER	Open	1.22	0.00
24-00440	03/15/24	J0011	JOHN GUIRE SUPPLY LLC	DPW INV#: 173806 OXYSENSORPLUG	Open	63.60	0.00
24-00442	03/17/24	N0005	NAPA AUTO PARTS CENTER	DPW INV#: 017962 LAMPS	Open	44.60	0.00
24-00443	03/17/24	A0071	AVAYA LLC	INVOICE NO. 221810119	Open	35.32	0.00
24-00444	03/17/24	N0036	NEW JERSEY NATURAL GAS CO.	ACCT NO. 22-0007-1767-20	Open	1,174.61	0.00
24-00445	03/17/24	N0036	NEW JERSEY NATURAL GAS CO.	ACCT NO. 22-0019-6669-96	Open	1,291.71	0.00
24-00447	03/17/24	N0005	NAPA AUTO PARTS CENTER	DPW INVOICES, VARIOUS	Open	197.08	0.00
24-00448	03/17/24	S0070	STAPLES ADVANTAGE	POLICE DEPT. SUPPLIES	Open	94.82	0.00
24-00450	03/17/24	I0034	MICHAEL IRENE, JR.	PLANNING AND ZONING INVOICES	Open	3,381.50	0.00
24-00453	03/17/24	GSTTR005	GST TRAINING & CONSULTING	PTL BELKNAP TRAINING 2/9/24	Open	170.00	0.00
24-00460	03/21/24	D0125	DELISA WASTE SERVICES	FEB 2024 - RECYCLING	Open	2,552.95	0.00
24-00464	03/21/24	LAURI005	LAURIE MURCHISON	NOTARY PUBLIC REIMBURSEMENT	Open	31.00	0.00
24-00465	03/21/24	D0125	DELISA WASTE SERVICES	MAR 2024 - TIPPING 1-15	Open	10,105.52	0.00
24-00466	03/21/24	C0083	COMCAST & XFINITY *	ACCT NO. 8499 05 216 0049187	Open	20.03	0.00
24-00468	03/21/24	J0042	JERSEY CENTRAL POWER & LIGHT	ACCT NO. 100 011 670 930	Open	19.84	0.00
24-00469	03/21/24	J0042	JERSEY CENTRAL POWER & LIGHT	ACCT NO. 100 011 670 989	Open	4.48	0.00
24-00470	03/21/24	J0042	JERSEY CENTRAL POWER & LIGHT	ACCT NO. 100 011 671 037	Open	4,769.00	0.00
24-00472	03/21/24	N0029	NEW JERSEY AMERICAN WATER CO.	ACCT NO. 1018-220032426588	Open	40.96	0.00
24-00473	03/21/24	V0027	VERIZON *	ACCT NO. 450-775-017-0001-28	Open	207.56	0.00
24-00474	03/21/24	N0029	NEW JERSEY AMERICAN WATER CO.	ACCT NO. 1018-220038240164	Open	490.97	0.00
24-00486	03/21/24	E0077	E.M. WATERBURY	ZONING BD INVOICES THRU 02/29	Open	2,506.50	0.00
24-00487	03/21/24	M0054	BCM ONE	INVOICE NO. 16332982	Open	3,387.67	0.00
24-00489	03/22/24	I0034	MICHAEL IRENE, JR.	PLANNING BD INVOICES THRU 2/29	Open	594.00	0.00
24-00496	03/27/24	G0109	GANNETT MEDIA CORP	PLANNING AND ZONING ADS	Open	144.82	0.00
24-00499	03/27/24	T0058	T&M ASSOCIATES	INVOICES THRU MARCH 8, 2024	Open	47,006.35	0.00
24-00502	03/27/24	D0125	DELISA WASTE SERVICES	APR 2024 - GARBAGE	Open	25,833.33	0.00
24-00505	03/28/24	C0083	COMCAST & XFINITY *	ACCT NO. 8499 05 216 0045946	Open	115.51	0.00
24-00506	03/28/24	N0036	NEW JERSEY NATURAL GAS CO.	ACCT NO. 22-0019-6669-96	Open	849.05	0.00
24-00507	03/28/24	N0036	NEW JERSEY NATURAL GAS CO.	ACCT NO. 22-0007-1767-20	Open	1,076.95	0.00
24-00508	03/28/24	N0036	NEW JERSEY NATURAL GAS CO.	ACCT NO. 22-0012-6557-84	Open	37.41	0.00
24-00509	03/28/24	N0036	NEW JERSEY NATURAL GAS CO.	ACCT NO. 13-3266-7180-13	Open	964.77	0.00
24-00510	03/28/24	N0036	NEW JERSEY NATURAL GAS CO.	ACCT. NO 16-3276-4005-19	Open	22.75	0.00
24-00511	03/28/24	N0036	NEW JERSEY NATURAL GAS CO.	ACCT NO. 16-3276-4015-11	Open	1,875.17	0.00
24-00512	03/28/24	C0083	COMCAST & XFINITY *	ACCT NO. 8499 05 216 0061687	Open	505.35	0.00
24-00513	03/28/24	C0008	CARUSO & BAXTER	APR 2024 RETAINER	Open	6,250.00	0.00
24-00514	03/28/24	I0034	MICHAEL IRENE, JR.	APR 2024 PB AND ZB RETAINERS	Open	1,714.00	0.00
24-00517	03/28/24	T0058	T&M ASSOCIATES	INVOICES THRU 03/27/2024	Open	16,412.96	0.00
24-00518	03/28/24	C0008	CARUSO & BAXTER	LEGAL/TAX INVOICED 03/26/2024	Open	3,256.00	0.00
24-00519	04/01/24	JASON005	JASON W. GONTER	ADMINISTRATIVE TRAVEL EXPENSES	Open	123.42	0.00
24-00520	04/01/24	N0106	NJ DIV OF MOTOR VEHICLES	VEHICLE TITLE CHEVY TAHOE	Open	60.00	0.00

Total Purchase Orders: 98 Total P.O. Line Items: 0 Total List Amount: 257,925.91 Total Void Amount: 0.00

Totals by Year-Fund							
Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Project Total
	3-01	18,554.83	0.00	18,554.83	0.00	0.00	0.00
	4-01	193,485.79	0.00	193,485.79	0.00	0.00	0.00
	4-03	0.00	0.00	0.00	0.00	0.00	21,234.71
Year Total:		193,485.79	0.00	193,485.79	0.00	0.00	21,234.71
	C-04	24,118.75	0.00	24,118.75	0.00	0.00	0.00
	E-03	531.83	0.00	531.83	0.00	0.00	0.00
Total of All Funds:		236,691.20	0.00	236,691.20	0.00	0.00	21,234.71

Project Description	Project No.	Rcvd Total	Held Total	Project Total
NORWOOD -KELLY BUIDERS	PB-2021-03	4,446.99	0.00	4,446.99
LARCHWOOD MAJOR SUBDIVISION	PB-2022-01	2,384.00	0.00	2,384.00
RMH SELECT PROPERTIES, LLC	PB-2022-02	533.42	0.00	533.42
NATHAN DOUECK-CHERYL DR.	PB-2023-01	274.50	0.00	274.50
TOWNES AT WEST LONG BRANCH	PB-2023-02	6,516.06	0.00	6,516.06
MICRO KAJA -11 SHERMAN	PB-2023-03	366.74	0.00	366.74
72 MAPLE AVE, LLC	PB-2024-01	181.50	0.00	181.50
CONSUMER CENTRE PARAMOUNT	PB-2024-02	712.50	0.00	712.50
LEONARDO DEBORBA	ZB-2022-11	1,006.50	0.00	1,006.50
MICHEAL STOUT	ZB-2022-15	414.00	0.00	414.00
VALDIMER MESQUITA	ZB-2022-21	138.00	0.00	138.00
BAKER LEVY, LLC	ZB-2023-13	1,281.50	0.00	1,281.50
THE PARISH OF OUR LADY OF HOPE	ZB-2023-14	82.50	0.00	82.50
457 MONMOUTH ROAD	ZB-2023-15	462.00	0.00	462.00
390 MONMOUTH ROAD, LLC	ZB-2023-16	362.00	0.00	362.00
WEST LONG BRANCH DENTAL	ZB-2023-17	462.00	0.00	462.00
ANDREW FRANK	ZB-2023-18	207.00	0.00	207.00
DAVID MARINO	ZB-2024-01	1,403.50	0.00	1,403.50
Total of All Projects:		21,234.71	0.00	21,234.71