

**SUBJECT TO CHANGE
BOROUGH OF WEST LONG BRANCH
COUNCIL MEETING**

August 3, 2022
(Immediately Following Caucus Meeting Which Starts at 6:00 PM)

MAYOR JANET W. TUCCI PRESIDES

MAYOR TUCCI REPORTS SUNSHINE LAW COMPLIED WITH

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

ABSENT: NONE

READING AND APPROVAL OF MINUTES:

Caucus Minutes
July 6, 2022

Executive Session Minutes
July 6, 2022

Council Minutes
July 6, 2022

REPORTS OF STANDING COMMITTEES:

MAYOR TUCCI:

COUNCILMAN BRAY (FINANCE & ADMINISTRATION):

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

COUNCILWOMAN MANGO (FIRE & EMS):

COUNCILMAN NEYHART (POLICE):

COUNCILMAN PENTA (PUBLIC WORKS):

COUNCILMAN SNIFFEN (PUBLIC PROPERTY):

BOROUGH ADMINISTRATOR DOLLINGER:

ACTING BOROUGH CLERK SANTOS:

BOROUGH ATTORNEY BAXTER:

BOROUGH ENGINEER MULLAN:

COMMUNICATIONS:

1. Tax Collector's Monthly Report – June 2022
2. EMS Membership Application – Susan Cohen – Active Membership

ORDINANCES:

1. O-22-8 An Ordinance Granting Renewal of Municipal Consent to Comcast of Monmouth County to Construct, Connect, Operate and Maintain a Cable Television and Communications System in The Borough of West Long Branch, Monmouth County, New Jersey
Second & Final Reading
2. O-22-10 An Ordinance Prohibiting Construction on Sundays in the Borough of West Long Branch
Second & Final Reading
3. O-22-11 An Ordinance Restricting Swimming Pools and Their Equipment within the Borough of West Long Branch
Second & Final Reading
4. O-22-12 An Ordinance Restricting and Regulating Dumpsters and Pods within the Borough of West Long Branch
Second & Final Reading
5. O-22-13 An Ordinance Amending and Supplementing the Tree Preservation Code in the Borough of West Long Branch
Second & Final Reading
6. O-22-14 Bond Ordinance Providing for Various Road Improvements, By And In The Borough Of West Long Branch, In The County Of Monmouth, State Of New Jersey; Appropriating \$1,081,500 Therefor (Including A Grant From The New Jersey Department Of Transportation) And Authorizing The Issuance Of \$790,000 Bonds Or Notes Of The Borough To Finance Part Of The Cost Thereof
Second & Final Reading
7. O-22-15 An Ordinance Increasing the Fee for Zoning Permits in the Borough of West Long Branch
Introduction
8. O-22-16 An Ordinance Amending Ordinance 15-2.2 Regarding Disposal of Bamboo in the Borough of West Long Branch
Introduction

RESOLUTIONS:

1. R-22-109 Resolution Authorizing Agreement Between The Borough of West Long Branch and National Life Group to Provide a Deferred Compensation Plan
2. R-22-110 Resolution Refunding Certificate of Occupancy Fee
3. R-22-111 Resolution Approving Payment Certificate of Precise Construction
4. R-22-112 Resolution Approving Change Order and Payment Certificate of Discover Construction, LLC.
5. R-22-113 Resolution Approving Agreement with The County of Monmouth For Construction of Intersection Improvements To County Route 15 (Monmouth Road) And Palmer Avenue In The Borough of West Long Branch
6. R-22-114 Resolution Approving Payment Certificate Of P.M. Construction Corp.

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-22-8

**AN ORDINANCE GRANTING RENEWAL OF MUNICIPAL CONSENT TO
COMCAST OF MONMOUTH COUNTY TO CONSTRUCT, CONNECT,
OPERATE AND MAINTAIN A CABLE TELEVISION AND COMMUNICATIONS
SYSTEM IN THE BOROUGH OF WEST LONG BRANCH, MONMOUTH COUNTY,
NEW JERSEY**

BE IT ORDAINED AND ENACTED BY THE MAYOR AND COUNCIL OF THE
BOROUGH OF WEST LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY, AS
FOLLOWS:

SECTION 1. PURPOSE OF THE ORDINANCE.

The BOROUGH hereby grants to Comcast renewal of its non-exclusive Municipal Consent to place in, upon, across, above, over and under highways, streets, alleys, sidewalks, easements, public ways and public places in the Borough, poles, wires, cables, underground conduits, manholes and other television conductors, fixtures, apparatus, and equipment as may be necessary for the construction, operation and maintenance in the Borough of a cable television and communications system.

SECTION 2. DEFINITIONS.

For the purpose of this Ordinance, the following terms, phrases, words and their derivations shall have the meaning given herein. Such meaning or definition of terms in supplemental to those definitions of the Federal Communications Commission ("FCC") rules and regulations, 47 C.F.R. Subsection 76.1 et seq., and the Cable Communications Policy Act, 47 U.S.C. Section 521 et seq., as amended, and the Cable Television Act, N.J.S.A. § 48:5A-1 et seq., and shall in no way be construed to broaden, alter or conflict with the federal and state definitions:

- a. "BOROUGH" or "Borough" is the Borough of West Long Branch, County of Monmouth, State of New Jersey.
- b. "Company" or "Comcast" is the grantee of rights under this Ordinance and is known as Comcast of Monmouth County, L.P.
- c. "Act" or "Cable Television Act" is Chapter 186 of the General Laws of New Jersey, and subsequent amendments thereto, N.J.S.A. § 48:5A-1, et seq.
- d. "FCC" is the Federal Communications Commission.
- e. "Board" or "BPU" is the Board of Public Utilities, State of New Jersey.
- f. "Office" or "OCTV" is the Office of Cable Television of the Board.

g. "Basic Cable Service" means any service tier, which includes the retransmission of local television broadcast signals as defined by the FCC.

h. "Application" is the Company's Application for Renewal of Municipal Consent.

i. "Primary Service Area" or "PSA" consists of the area of the Borough currently served with existing plant as set forth in the map annexed to the Company's Application for Municipal Consent.

SECTION 3. STATEMENT OF FINDINGS

A public hearing concerning the consent herein granted to the Company was held after proper public notice pursuant to the terms and conditions of the Act. Said hearing having been held and fully open to the public, and the Borough having received all comments regarding the qualifications of the Company to receive this consent, and the representations of the Company that the Company possesses the necessary legal, technical, character, financial and other qualifications and that the Company's operating and construction arrangements are adequate and feasible.

SECTION 4. DURATION OF FRANCHISE.

The non-exclusive Municipal Consent granted herein shall expire ten (10) years from the date of expiration of the previous Certificate of Approval issued by the Board.

In the event that the Borough shall find that the Company has not substantially complied with the material terms and conditions of this Ordinance, the Borough shall have the right to petition the OCTV, pursuant to N.J.S.A. 48:5A-47, for appropriate action, including modification and/or termination of the Certificate of Approval; provided however, that the Borough shall first have given the Company written notice of all alleged instances of non-compliance and an opportunity to cure same within ninety (90) days of that notification.

SECTION 5. FRANCHISE FEE.

Pursuant to the terms and conditions of the Act, N.J.S.A. 48:5A-30(d), the Company shall, during each year of operation under the consent granted herein, pay to the Municipality 3.5% of the gross revenues from all recurring charges in the nature of subscription fees paid by subscribers for cable television reception service in the Municipality or any higher amount permitted by the Act or otherwise allowable by law. The current franchise fee paid to the Borough is 3.5%.

SECTION 6. FRANCHISE TERRITORY.

The consent granted under this Ordinance for the renewal of the franchise shall apply to the entirety of the Borough and any property subsequently annexed hereto.

SECTION 7. EXTENSION OF SERVICE.

The company shall, during the franchise period, be required to offer service to any present or future dwelling unit, school, institution, and business located and to be located along any public rights-of-way in the primary service area, as set forth in the company's application. Any extension of plant beyond the Primary Service Area shall be governed by the Company's Line Extension Policy, as set forth in the Company's Application, with a HPM ("homes-per-mile") of 35 dwellings per linear mile from the nearest active trunk or feeder line from which a usable cable signal may be obtained. For purposes of this section and the Company's implementation of the LEP, a home shall only be counted as a "dwelling unit" if such home is occupied and within two hundred seventy-five (275) feet of the public right of way.

SECTION 8. CONSTRUCTION REQUIREMENTS.

- a. Restoration: In the event that the Company or its agents shall disturb any pavement, street surfaces, sidewalks, driveways, or other surface in the natural topography, the Company shall, at its sole expense, restore and replace such places or things so disturbed in as reasonably good a condition as existed prior to the commencement of said work. If the Company finds it necessary to install or repair any cable line(s), then the Company must repave in accordance with the curb-to-curb requirements of the borough's ordinances.
- b. Relocation: If at any time during the period of this consent, the Borough shall alter or change the grade of any street, alley or other way or place the Company, upon reasonable notice by the Borough, shall remove, re-lay or relocate its equipment, at the expense of the Company. In requiring Company to remove, re-lay or relocate any portion of its property, the Borough shall treat Company the same as, and require no more of Company than, any other similarly situated entity utilizing the Public Rights of Way, including with respect to reimbursement of costs.

- c. Removal or Trimming of Trees: During the exercise of its rights and privileges under this franchise, the Company shall have the authority to trim trees upon and overhanging streets, alleys, sidewalks, or other public places of the Borough so as to prevent the branches of such trees from coming in contact with the wires and cable of the Company. Such trimming shall be only to the extent necessary to maintain proper clearance of the Company's wire and cables. Except in an emergency, the Company will not, without the prior consent of the Supervisor of the Borough 's Department of Public Works, or his/her delegate, trim or remove trees in the public rights-of-way or parks in the Borough the Supervisor or delegate will respond to a request for authorization within 48 hours, Monday through Friday. If requested, the company will perform any trimming under the direct supervision of the Supervisor or his designee.
- d. Installation of Equipment: The Company shall install equipment in the same location and manner as existing public utilities whenever possible, in order to minimize the impact of same on surrounding property.
- e. Temporary removal of cables: The Company shall, upon request of the Borough, at the Company's expense, temporarily raise, lower or remove its cables and associated facilities in order to facilitate the moving of Borough - owned buildings, equipment, vehicles and machinery and to accommodate other like circumstances. In light of a temporary removal request by other than the Borough for non- Borough -owned buildings, equipment, vehicles and machinery, the cost of such temporary removal shall be the responsibility of the requesting party.

SECTION 9. CUSTOMER SERVICE.

In providing services to its customers, the Company shall comply with N.J.A.C. 14:18-1, et seq. and all applicable state and federal statutes and regulations. The Company shall strive to meet or exceed all voluntary company and industry standards in the delivery of customer service and shall be prepared to report on it to the Borough Council upon written request of the Borough Manager or Clerk.

- a. The Company shall continue to comply fully with all applicable state and federal statutes and regulations regarding credit for outages, the reporting of same to regulatory agencies and notification of same to customers.

- b. The Company shall continue to fully comply with all applicable state and federal statutes and regulations regarding the availability of devices for the hearing impaired and the notification of same to customers.

SECTION 10. MUNICIPAL COMPLAINT OFFICER.

The Office of Cable Television is hereby designated as the Complaint Officer for the Borough pursuant to N.J.S.A. § 48:5A-26(b). All complaints shall be received and processed in accordance with N.J.A.C. § 14:17-6.5. The Borough shall have the right to request copies of records and reports pertaining to complaints by Borough customers from the OCTV.

SECTION 11. LOCAL OFFICE.

During the term of this franchise, and any renewal thereof, the Company shall maintain a business office or agent in accordance with N.J.A.C. § 14:18-5.1.

SECTION 12. PERFORMANCE BOND.

During the life of the franchise the Company shall give to the Borough a bond in the amount of Twenty-Five Thousand Dollars (\$25,000). Such bond shall be to insure the faithful performance of all undertakings of the Company as represented in its application for municipal consent incorporated herein.

SECTION 13. SUBSCRIBER RATES.

The rates of the Company shall be subject to regulation as permitted by federal and state law.

SECTION 14. COMMITMENTS BY THE COMPANY.

- a. The Company shall continue to provide Basic cable television service to one (1) to outlet to Borough Hall, the Community Center, the Department of Public Works building, the Police Headquarters and the Fire/EMS/Rescue Buildings, provided the building is within two hundred (200) feet of active cable distribution plant or through customer owned conduit. Each additional outlet installed, if any, shall be paid for on a material plus labor basis by the Borough.

- b. The Company shall continue to provide Basic cable television service to one (1) to outlet to each qualified existing school and library in the Borough, public and private, elementary, intermediate, and secondary provided the school building is within two hundred (200) feet of active cable distribution plant or through customer owned conduit. Each additional outlet installed, if any,
- c. shall be paid for on a material plus labor basis by the school or library requesting service.
- d. The Communications Act of 1934, as amended [47 U.S.C. §543 (b)], allows the Company to itemize and/or identify: (1.) the amount on the subscriber bill assessed as a franchise fee and the identity of the governmental authority to which the fee is paid; (2.) the amount on the bill assessed to satisfy any requirements imposed on the Company by the cable franchise to support public, education, and/or governmental access channels or the use of such channels; and (3.) any grants or other fees on the bill or any tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. The Company reserves its external cost, pass-through rights to the full extent permitted by law.

SECTION 15. EDUCATION AND GOVERNMENTAL ACCESS

- a. The Company shall continue to make available to the Borough one governmental access channel at no cost to the borough. The channel is currently administered by the Borough.
- b. The Company does not relinquish its ownership of or ultimate right of control over a channel by designating it for access use. An EG access user – whether an educational or government user - acquires no property or other interest by virtue of the use of a channel so designated and may not rely on the continued use of a particular channel number, no matter how long the same channel may have been designated for such use.
- c. The Company will maintain the cable, modulators, and equipment necessary for the Borough or its designee to send a signal to the Company, and to receive the return feed of the signal.
- d. The Company shall not exercise editorial control over any educational or governmental use of channel capacity, except Company may refuse to transmit any educational or governmental access program or portion of any educational or governmental access program that contains obscenity, indecency, or nudity.

- e. Government Access. "Government Access" shall mean noncommercial use by the Borough for the purpose of showing the local government at work.
- f. Company Use of Fallow Time. Because blank or underutilized E/G channels are not in the public interest, in the event the Borough or other qualified E/G access users elect not to fully program their E/G access channel, Company may program unused time on those channels subject to reclamation by the Borough upon no less than 60 days written notice.
- g. Indemnification. The Borough shall indemnify Company for any liability, loss, or damage it may suffer due to violation of the intellectual property rights of third parties on the EG channel and from claims arising out of the rules for or administration of E/G access channel and its programming.
- h. Within six months of the issuance of a Renewal Certificate of Approval by the BPU, the Company shall provide to the Borough a one-time E/G Access Capital Grant in the amount of \$15,000 to meet the E/G Access capital needs of the community.
- i. The Communications Act of 1934, as amended [47 U.S.C. §543 (b)], allows the Company to itemize and/or identify: (1.) the amount on the subscriber bill assessed as a franchise fee and the identity of the governmental authority to which the fee is paid; (2.) the amount on the bill assessed to satisfy any requirements imposed on the Company by the cable franchise to support public, education, and/or governmental access channels or the use of such channels; and (3.) any grants or other fees on the bill or any tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. The Company reserves its external cost, pass-through rights to the full extent permitted by law.

SECTION 16. EMERGENCY USES.

- a. The Company will comply with the Emergency Alert System ("EAS") rules in accordance with applicable state and federal statutes and regulations.
- b. The Company shall in no way be held liable for any injury suffered by the Borough or any other person, during an emergency, if for any reason the Borough is unable to make full use of the cable television system as contemplated herein.

SECTION 17. LIABILITY INSURANCE.

The Company shall at all times maintain a comprehensive general liability insurance policy with a single limit amount of One Million Dollars (\$1,000,000) covering liability for any death, personal injury, property damages or other liability arising out of its construction and operation of the cable television system, and an excess liability (or "umbrella") policy in the amount of Five Million Dollars (\$5,000,000).

SECTION 18. INCORPORATION OF THE APPLICATION.

All of the statements and commitments contained in the Application or annexed thereto and incorporated therein, and any amendment thereto, except as modified herein, are binding upon the Company as terms and conditions of this consent. The Application and other relevant writings submitted by the Company shall be annexed hereto and made a part hereof by reference provided same do not conflict with application State or Federal law.

SECTION 19. COMPETITIVE EQUITY.

Should the BOROUGH grant municipal consent for a franchise to construct, operate and maintain a cable television system to any other person, corporation or entity on terms materially less burdensome or more favorable than the terms contained herein, the Company may substitute such language that is more favorable or less burdensome for the comparable provision of this Ordinance subject to the provisions of N.J.A.C. § 14:17-6.7.

SECTION 20. SEPARABILITY.

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court or federal or state agency of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and its validity or unconstitutionality shall not affect the validity of the remaining portions of the Ordinance.

SECTION 21. PROPRIETARY INFORMATION

The Company shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Borough agrees to treat any information disclosed by the Company as confidential and only to disclose it to those employees, representatives, and agents of the Borough that have a need to know in order to enforce this Ordinance Agreement and who agree to maintain the confidentiality of all such information, unless such information is deemed to be subject to New Jersey's Open Public Records Act.

The Company shall not be required to provide Customer information in violation of Section 631 of the Cable Act or any other applicable federal or state privacy law. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Company to be competitively sensitive. The Company may make proprietary or confidential information available for inspection but not copying or removal by the Borough's representative. In the event that the Borough has in its possession and receives a request under a state "sunshine," public records, or similar law for the disclosure of information the Company has designated as confidential, trade secret or proprietary, the BOROUGH shall notify the Company of such request and cooperate with Company in opposing such request.

SECTION 22. FORCE MAJEURE.

The Company shall not be liable or responsible for, in whole or in part, any delay or failure to perform any of its obligations hereunder which may result from accidents, pandemics, floods, fires, earthquakes, tornadoes or other acts of God; war, acts of war (whether or not a declaration of war is made), civil disobedience; civil disturbance, sabotage or vandalism, customer tampering or interference, or act of public enemy; strikes, other labor or job actions or unavailability of materials or equipment; or other events or circumstances beyond the reasonable control of the Company.

SECTION 23. THIRD PARTY BENEFICIARIES.

Nothing in this Franchise or in any prior agreement is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of such agreements or Franchise.

SECTION 24. NEW DEVELOPMENTS

The Borough, for its part, shall endeavor to exercise reasonable efforts to require developers and utility companies to provide the Company with at least fifteen (15) days advance notice of an available open trench for the placement of necessary cable.

SECTION 25. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon issuance of a Renewal Certificate of Approval from the BPU.

Introduced: July 6, 2022

Passed:

Adopted:

MAYOR

ACTING BOROUGH CLERK

ORDINANCE NO. O-22-10

**AN ORDINANCE PROHIBITING CONSTRUCTION
ON SUNDAYS IN THE BOROUGH OF WEST LONG BRANCH**

WHEREAS, the governing body has received several complaints about the quality of life being adversely affected when construction is undertaken on properties on Sundays, where residents feel there should be at least one day during the week where they can depend on an increased level of peace and quiet; and

WHEREAS, the Ordinance Review Committee of the governing body has discussed this issue further and recommends that the governing body ordain a prohibition against such construction;

NOW, THEREFORE, BE IT ORDAINED by the Borough Council of the Borough of West Long Branch as follows:

SECTION 1.

No construction may be undertaken within the Borough on Sundays by third parties. "Third parties" are defined as persons and entities other than the property owner.

SECTION 2.

"Construction" for purposes of this ordinance, shall include, but not be limited to, demolition, rehabilitation and building.

SECTION 3. ENFORCEMENT.

This ordinance may be enforced by any member of the West Long Branch Police Department or any of the Borough's Code Enforcement personnel.

SECTION 4. PENALTIES.

Violations of this ordinance shall be subject to the penalties set forth in Borough Ordinance 1-5.

SECTION 5. EFFECTIVE DATE.

This ordinance shall take effect immediately upon passage and publication according to law.

Introduced:
Passed:
Adopted:

MAYOR

ACTING BOROUGH CLERK

ORDINANCE NO. O-22-11

**AN ORDINANCE RESTRICTING SWIMMING POOLS AND
THEIR EQUIPMENT WITHIN THE BOROUGH OF WEST LONG BRANCH**

WHEREAS, the Borough has existing ordinances regarding the installation of swimming pools, setbacks from their property lines, the effect on impervious surfaces, coverage, and the fencing regarding the same; and

WHEREAS, the Borough has received quite a number of complaints that the existing ordinances are not restrictive enough in providing protection to neighboring property owners with regard to drainage, buffering, and proximity of pools and their surrounding areas; and

WHEREAS, the Council's Ordinance Review Committee has discussed these issues at great length and has recommended several additions and changes to the Borough's ordinances on these subjects;

NOW, THEREFORE, BE IT ORDAINED by the Borough Council of the Borough of West Long Branch as follows:

SECTION 1. SETBACKS

Ordinance 10-1 regarding swimming pools is amended to include the following:

A. The edge of the water in the swimming pool shall be no less than 10 feet from the nearest point of the house, if the house forms one of the boundaries to the enclosed area around the swimming pool. If the house does not form one of the boundaries of the enclosed area for the pool, this section will not apply.

B. The water edge of the pool shall be no less than 15 feet from any property line.

C. Any pool equipment shall be no less than 15 feet from any property line.

D. Swimming pools are only permitted in the rear yard. If, however, the property is a corner lot, thereby, by definition, only having front and side yards, pools shall

be permitted in either side yard providing they are 15 feet plus the required front yard setback in the zone from the property line.

SECTION 2. PERMIT REQUIREMENTS FOR IN-GROUND POOLS

Ordinance 10-1.2 shall be extended as follows:

A. Pool permits shall be required for all swimming pools as defined by the Borough's ordinance. To obtain a pool permit the applicant must provide (a) a drainage plan; (b) a grading plan; and (c) satisfactory soil boring tests. All these items must be approved by the Borough Engineer before a pool permit is issued.

B. Prior to a final CO being issued, following construction, the property owner must provide an acceptable as-built survey.

SECTION 3. REINSPECTION

The pool permit fee includes the cost of a re-inspection one year after the permit has been issued. The purpose of the re-inspection will be to confirm that the pool and enclosure are compliant with the Borough's ordinances.

SECTION 4. REPEALER

Any existing ordinances which have provisions contrary to this ordinance shall be deemed repealed, to the extent of any inconsistency.

SECTION 5. EFFECTIVE DATE

This ordinance shall take effect immediately upon passage and publication according to law.

Introduced:

Passed:

Adopted:

MAYOR

ACTING BOROUGH CLERK

ORDINANCE NO. O-22-12

**AN ORDINANCE RESTRICTING AND REGULATING
DUMPSTERS AND PODS WITHIN THE
BOROUGH OF WEST LONG BRANCH**

WHEREAS, the governing body and Code Enforcement officials of the Borough have been receiving complaints regarding the existence of dumpsters and pods on properties for extremely lengthy periods of time, when there should have been no need for the same; and

WHEREAS, the Borough currently has no permit procedure for certain containers, causing the Borough to find a need to have better control over them, and be able to document the lengths of time they are on any given property; and

WHEREAS, the Council's Ordinance Review Committee has met and discussed this issue, and has made recommendations to the governing body for additions and changes to the Borough's ordinances regarding dumpsters and pods;

NOW, THEREFORE, BE IT ORDAINED by the Borough Council of the Borough of West Long Branch as follows:

SECTION 1. PERMIT REQUIRED

A permit shall be required in order to have a dumpster, roll-off, or pod on any property within the Borough.

SECTION 2. TWO-WEEK REPEALER

Ordinance 3-20.3, which permitted pods for a period of two weeks is hereby repealed. There is no automatic allowance of a pod.

SECTION 3. TIME LIMIT FOR DUMPSTERS

- a. The maximum time for one dumpster to be on a property shall be two weeks. No time extensions are permitted.

- b. The only exception to the time for dumpsters to be at a property shall be for construction materials (i.e., demolition, building, or renovation).

SECTION 4. FEES

Ordinance 3-20.4 is amended to read: "The fee for obtaining a permit for a pod or a dumpster shall be \$35.00 per pod or dumpster. If there is an extension of the permit for a pod, in accordance with Borough ordinances, any extension will require an additional fee of \$35.00."

SECTION 5. REPEALER

To the extent of any inconsistency between this ordinance and any existing ordinance, the existing ordinance shall be deemed repealed, to the extent of any inconsistency.

SECTION 6. RETENTION OF EXISTING ORDINANCES

All other provisions in Ordinance 3-20 which have not been modified herein shall remain in full force and effect.

SECTION 7. EFFECTIVE DATE

This ordinance shall take effect immediately upon passage and publication according to law.

Introduced:
Passed:
Adopted:

MAYOR

ACTING BOROUGH CLERK

ORDINANCE NO. O-22-13

**AN ORDINANCE AMENDING AND SUPPLEMENTING THE
TREE PRESERVATION CODE IN THE
BOROUGH OF WEST LONG BRANCH**

WHEREAS, the governing body, Borough Hall staff and Shade Tree Commission have received numerous complaints regarding the removal of trees in contravention of the Borough's ordinances, with requests that the Borough undertake a study of the existing Tree Preservation Code (Chapter 23) with a view to strengthening the ordinance and increasing the penalties for violations thereof; and

WHEREAS, The Ordinance Review Committee has studied these issues and has made recommendations to the governing body for several changes to Chapter 23 of the Borough's ordinances;

NOW, THEREFORE, BE IT ORDAINED by the Borough Council of the Borough of West Long Branch as follows:

SECTION 1. PERMIT REQUIRED

Before any tree may be removed from any property within the Borough, a tree permit must be obtained. This requirement applies to both live and dead, or dying, trees.

SECTION 2. PERMIT FEES

The fee to be paid when applying for a tree removal permit shall be \$45.00.

SECTION 3. NO SUNDAY REMOVAL

No tree may be removed on a Sunday, except where there has been storm damage and imminent hazard exists.

SECTION 4. PENALTIES

Ordinance 23-6 is amended to read as follows:

"Any person found guilty of violating any provision of this Chapter shall be subject to a fine of (a) \$100 if the tree was removed without the property owner first having obtained a tree removal permit; and (b) \$1,000.00 per tree for all other violations, plus not

less than \$100.00, nor more than \$1,000.00 and replacement of the tree, consistent with the requirements of this Chapter. Each tree intentionally cut down, destroyed, damaged, or removed, without being replaced shall constitute a separate offense”.

SECTION 5. REPEALER

Any existing ordinances which have provisions contrary to this ordinance shall be deemed repealed, to the extent of any inconsistency.

SECTION 6. EFFECTIVE DATE

This ordinance shall take effect immediately upon passage and publication according to law.

[Any underlined words are modifications to existing ordinances

Any words crossed out are removed from existing ordinances.]

Introduced:

Passed:

Adopted:

MAYOR

ACTING BOROUGH CLERK

ORDINANCE NO. O-22-14

BOND ORDINANCE PROVIDING FOR VARIOUS ROAD IMPROVEMENTS, BY AND IN THE BOROUGH OF WEST LONG BRANCH, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY; APPROPRIATING \$1,081,500 THEREFOR (INCLUDING A GRANT FROM THE NEW JERSEY DEPARTMENT OF TRANSPORTATION) AND AUTHORIZING THE ISSUANCE OF \$790,000 BONDS OR NOTES OF THE BOROUGH TO FINANCE PART OF THE COST THEREOF

BE IT ORDAINED AND ENACTED BY THE BOROUGH COUNCIL OF THE BOROUGH OF WEST LONG BRANCH, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring), AS FOLLOWS:

SECTION 1. The improvements or purposes described in Section 3 of this bond ordinance are hereby authorized as general improvements or purposes to be undertaken by the Borough of West Long Branch, in the County of Monmouth, State of New Jersey (the "Borough"). For the said improvements or purposes stated in Section 3, there is hereby appropriated the sum of \$1,081,500, which sum includes a grant from the New Jersey Department of Transportation in the amount of \$291,500 (the "Grant"). Pursuant to N.J.S.A. 40A:2-11(c), as amended and supplemented, no down payment is required for the improvements or purposes set forth in Section 3(a) as a portion of such project is being funded by the Grant.

SECTION 2. For the financing of said improvements or purposes described in Section 3 hereof and to meet the part of said \$1,081,500 appropriation not provided for by application hereunder of the Grant, negotiable bonds of the Borough are hereby authorized to be issued in the principal amount of \$790,000 pursuant to the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable notes of the Borough in a principal amount not exceeding \$790,000 are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

SECTION 3. (a) The improvements hereby authorized and purposes for the financing of which said bonds or notes are to be issued are various road improvements by and in the Borough including, but not limited to, Walnut Place, Forest Street and Oakwood Avenue, said

improvements to include, but not be limited to, excavation, milling, paving, reconstruction, boxing out, and resurfacing or full depth pavement replacement, and, as applicable, the repairing and/or installation, of associated curbs, curb ramps (including ADA compliance), sidewalks and driveway aprons, drainage work, roadway painting, landscaping and aesthetic improvements; and also including all engineering and design work, surveying, construction planning, preparation of plans and specifications, permits, bid documents, construction inspection and contract administration, and all work, materials, equipment, labor and appurtenances necessary therefor or incidental thereto.

(b) The estimated maximum amount of bonds or notes to be issued for said improvements or purposes is \$790,000.

(c) The estimated cost of said improvements or purposes is \$1,081,500, the excess amount thereof over the said estimated maximum amount of bonds or notes to be issued therefor is the Grant in the amount of \$291,500.

SECTION 4. Except for the Grant, in the event the United States of America, the State of New Jersey, the County of Monmouth and/or a private entity make a contribution or grant in aid to the Borough, for the improvements and purposes authorized hereby and the same shall be received by the Borough prior to the issuance of the bonds or notes authorized in Section 2 hereof, then the amount of such bonds or notes to be issued shall be reduced by the amount so received from the United States of America, the State of New Jersey, the County of Monmouth and/or a private entity. Except for the Grant, in the event, however, that any amount so contributed or granted by the United States of America, the State of New Jersey, the County of Monmouth and/or a private entity, shall be received by the Borough after the issuance of the bonds or notes authorized in Section 2 hereof, then such funds shall be applied to the payment of the bonds or notes so issued and shall be used for no other purpose. This Section 4 shall not apply, however, with respect to any contribution or grant in aid received by the Borough as a result of using funds from this bond ordinance as "matching local funds" to receive such contribution or grant in aid.

SECTION 5. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer of the Borough, provided that no note shall mature later than one (1) year from its date unless such bond anticipation notes are permitted to mature at such later date in accordance with applicable law. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the signature of the Chief Financial Officer upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time in accordance with the provisions of the Local Bond Law. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchaser thereof upon receipt of payment of the purchase price and accrued interest thereon from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, the description, the interest rate, and the maturity schedule of the notes so sold, the price obtained and the name of the purchaser.

SECTION 6. The Capital Budget of the Borough is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. In the event of any such inconsistency, a resolution in the form promulgated by the Local Finance Board showing full detail of the amended Capital Budget and capital programs as approved by the Director of the Division of Local Government Services, New Jersey Department of Community Affairs will be on file in the office of the Clerk and will be available for public inspection.

SECTION 7. The following additional matters are hereby determined, declared, recited, and stated:

(a) The improvements or purposes described in Section 3 of this bond ordinance are not current expenses and are improvements which the Borough may lawfully undertake as a general improvement, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of said improvements or purposes within the limitations of the Local Bond Law, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is 20 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the Borough and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, and such statement shows that the gross debt of the Borough as defined in the Local Bond Law is increased by the authorization of the bonds or notes provided for in this bond ordinance by \$790,000 and the said bonds or notes authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An aggregate amount not exceeding \$216,300 for items of expense listed in and permitted under section 20 of the Local Bond Law is included in the estimated cost indicated herein for the improvements or purposes hereinbefore described.

SECTION 8. The full faith and credit of the Borough are hereby pledged to the punctual payment of the principal of and the interest on the bonds or notes authorized by this bond ordinance. The bonds or notes shall be direct, unlimited obligations of the Borough, and the Borough shall be obligated to levy *ad valorem* taxes upon all the taxable real property within the Borough for the payment of the bonds or notes and the interest thereon without limitation as to rate or amount.

SECTION 9. The Borough hereby declares the intent of the Borough to issue the bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 3 of this bond ordinance. This Section 9 is a declaration of intent within the meaning and for purposes of Treasury Regulations §1.150-2 or any successor provisions of federal income tax law.

SECTION 10. The Borough Chief Financial Officer is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Borough and to execute such disclosure document on behalf of the Borough. The Borough Chief Financial Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Borough pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the Borough and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Borough fails to comply with its undertaking, the Borough shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

SECTION 11. The Borough covenants to maintain the exclusion from gross income under section 103(a) of the Code of the interest on all bonds and notes issued under this ordinance.

SECTION 12. This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption and approval by the Mayor, as provided by the Local Bond Law.

Introduced:

Passed:

Adopted:

MAYOR

ACTING BOROUGH CLERK

ORDINANCE NO. O-22-15

**AN ORDINANCE INCREASING THE FEE FOR ZONING PERMITS
IN THE BOROUGH OF WEST LONG BRANCH**

WHEREAS, the zoning permit fee in West Long Branch has remained the same for over 10 years; and

WHEREAS, the Code Enforcement Officials have recommended that the fee be increased, and the Ordinance Review Committee of the Borough Council is in agreement, and has so recommended to the governing body a small increase (i.e., from \$45.00 to \$50.00);

NOW, THEREFORE, BE IT ORDAINED by the Borough Council of the Borough of West Long Branch as follows:

SECTION 1: Zoning Permit Fees

Unless a separate fee is specifically set forth for a specific type of zoning permit, the fee to obtain a zoning permit shall be \$50.00.

SECTION 2: Effective Date

This ordinance shall take effect immediately upon passage and publication according to law.

Introduced:

Passed:

Adopted:

MAYOR

ACTING BOROUGH CLERK

ORDINANCE NO. O-22-16

**AN ORDINANCE AMENDING ORDINANCE 15-2.2
REGARDING DISPOSAL OF BAMBOO IN THE
BOROUGH OF WEST LONG BRANCH**

WHEREAS, it has been reported to the governing body that the borough does not have an ability to dispose of bamboo, largely because of the structural makeup of bamboo and its inability to be disposed of as other plants and garbage; and

WHEREAS, because of the same, the construction officials have recommended that the borough ordinance be amended to make it clear that property owners may not place bamboo out for municipal collection, and the Ordinance Review Committee concurs with that recommendation;

NOW, THEREFORE, BE IT ORDAINED by the Borough Council of the Borough of West Long Branch as follows:

Section 1. Prohibiting Bamboo Being Placed For Municipal Collection

Ordinance 15-2.2 is amended to read that no property owner or his/her/it's agent shall place any bamboo out for municipal garbage or recycling collection.

Section 2. Penalty

Any violation of this ordinance shall be punishable in accordance with the borough's general ordinance penalty provisions (1-5).

Section 3. Effective Date

This ordinance shall take effect immediately upon passage and publication according to law.

Introduced:

Passed:

Adopted:

MAYOR

ACTING BOROUGH CLERK

Councilmember offered the following resolution and moved its adoption:

08/03/22

**RESOLUTION AUTHORIZING AGREEMENT BETWEEN
THE BOROUGH OF WEST LONG BRANCH AND NATIONAL LIFE GROUP
TO PROVIDE A DEFERRED COMPENSATION PLAN**

WHEREAS, the Borough of West Long Branch (the "Borough") offers a deferred compensation plan for its employees in an attempt to attract and retain qualified employees by providing them with an opportunity to enhance their financial security at retirement through savings of compensation on a deferred basis as provided by Section 457 of the Internal Revenue Code of 1986, as amended ("Code"); and

WHEREAS, there is no direct financial cost to the Borough to adopt and implement an employee Deferred Compensation Plan and Service Agreement; and

WHEREAS, a request for proposal for a Deferred Compensation Plan was prepared and made available to vendors; the Borough made written requests for proposals from National Life Group, MetLife, ICMA; and

WHEREAS, the following contractors submitted written proposals: National Life Group; and

WHEREAS, after reviewing the proposals it was determined that National Life Group has the ability to (1) maintain complete records of accounts; (2) manage account with absolute fidelity; (3) provide advice concerning various categories of investments; and (4) provide continuing consultation to participants; and

WHEREAS, there has been no collusion, or evidence or appearance of collusion, between any local official and a representative of the contractor in the selection of a contractor forth the administration of a Service Agreement pursuant to N.J.A.C. 5:37-5.7.

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of West Long Branch, County of Monmouth, State of New Jersey, does hereby adopt and approve the Plan prepared by National Life Group and assigned Plan Document identifier 19-PD-National-091819 as a Deferred Compensation Plan Provider by the Director of the Division of Local Government Services.

BE IT FURTHER RESOLVED THAT the Mayor and Clerk are hereby authorized to enter into Service Agreement (bearing the identifier: 19-SA-National-091819 assigned by the New Jersey Division of Local Government) with National Life Group upon the proposal received to serve as a Deferred Compensation Plan Provider for the Borough of West Long Branch employees.

BE IT FURTHER RESOLVED THAT it is hereby acknowledged that the Deferred Compensation Plan is substantially similar to one on which a favorable Private Letter Ruling has been previously obtained from the federal Internal Revenue Service expect for provisions added by reason of the Small Business Job Protection Act of 1996 (United States Publica Law No. 104-188) and the Economic Growth and Tax Relief Reconciliation Act of 2001 (United States Public Law No. 107-16) and all such provisions are stated in the plan in terms substantially similar to the text of those provisions in the Internal Revenue Code Section 457. The use of the Ruling is for guidance only and acknowledges that for the Internal Revenue Service purposes, the Ruling of another employer is not to be considered precedent.

BE IT FURTHER RESOLVED THAT pursuant to N.J.A.C. 5:37-5.4, the Borough Administrator is hereby designated as the Local Plan Administrator for the administration of the Plan.

BE IT FURTHER RESOLVED that a certified copy of this resolution and all necessary required documents shall be submitted to the Director of the Division of Local Government Services within the State Department of Community Affairs for approval.

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 August 3, 2022.

ACTING BOROUGH CLERK

Councilmember offered the following resolution and moved its adoption:

8/3/22

RESOLUTION REFUNDING CERTIFICATE OF OCCUPANCY FEE

WHEREAS, NORA MRAZ of Cathy Ades Real Estate, 369 Monmouth Road, NJ 07764 filed an Application for a Certificate of Occupancy for 17 Muncy Drive in West Long Branch and paid the fee of \$225.00 and \$90.00 twice; and

WHEREAS, NORA MRAZ requested that the CO Fee of \$225.00 and the Smoke Fee of \$90.00 be refunded, for a total refund of \$315.00; and

WHEREAS, the Housing Inspector has confirmed that a refund is in order;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of West Long Branch that the sum of \$315.00, which represents the Certificate of Occupancy Fee and Smoke Fee, be refunded to NORA MRAZ of Cathy Ades Real Estate, 369 Monmouth Road, NJ 07764; and

BE IT FURTHER RESOLVED that the appropriate Borough officials are hereby authorized to act consistent 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 August 3, 2022.

ACTING BOROUGH CLERK

Councilmember offered the following resolution and moved its adoption:

**RESOLUTION APPROVING PAYMENT CERTIFICATE
OF PRECISE CONSTRUCTION**

8/3/22

WHEREAS, PRECISE CONSTRUCTION, 1016 Highway 33, Freehold, NJ 07728, has completed work in connection with the FY 2021 Park Improvements; and

WHEREAS, the Borough Engineer has reported that Payment Certificate No. 2, in the amount of \$9,540.30, is in proper form and that the stated work has been completed; and

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 \$9,540.30, as set forth in the Borough Engineer's letter dated July 31, 2022, is hereby approved; 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 August 3, 2022.

ACTING BOROUGH CLERK

Councilmember offered the following resolution and moved its adoption:

**RESOLUTION APPROVING CHANGE ORDER AND PAYMENT
CERTIFICATE OF DISCOVER CONSTRUCTION, LLC.**

8/3/22

WHEREAS, DISCOVER CONSTRUCTION, LLC., 2207 Route 130, S. Dayton, NJ 08810, has completed work in connection with the Maryland Avenue Reconstruction Project and various ADA Ramp Improvements; and

WHEREAS, the Borough Engineer has reported that Payment Certificate No. 4 and Final, in the amount of \$14,250.40, and Change Order No. 5 and Final, which shows a net decrease of \$16,471.16, 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. 4 and Final, in the amount of \$14,250.40 is hereby approved; and

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to sign Change Order No. 5 and Final, which shows a net decrease of \$16,471.16; 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 August 3, 2022.

ACTING BOROUGH CLERK

8/3/22

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 August 3, 2022.

ACTING BOROUGH CLERK

R-22-113

Page 2

**AGREEMENT WITH THE BOROUGH OF WEST LONG BRANCH FOR
CONSTRUCTION OF INTERSECTION IMPROVEMENTS TO
COUNTY ROUTE 15 (MONMOUTH ROAD) AND PALMER AVENUE
IN THE BOROUGH OF WEST LONG BRANCH,
MONMOUTH COUNTY, NEW JERSEY**

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between the County of Monmouth, a Municipal Corporation of the State of New Jersey, hereinafter designated as the “**County**”; and the Borough of West Long Branch, a Municipal Corporation of the State of New Jersey, hereinafter designated as the “**Borough**”.

PREAMBLE

The **Borough** and the **County** agree that public interest requires certain intersection improvements be made at the intersection of County Route 15 (Monmouth Road) and Palmer Avenue in the Borough of West Long Branch. Those intersection improvements shall consist of the installation of a traffic signal, roadway construction, replacement of existing sidewalk and curbing, drainage improvements, installation of signing and striping (collectively the “Intersection Improvements”) and the construction of new sidewalk extending from West Palmer Avenue to Fulton Avenue on the west side of County Route 15 (Monmouth Road) (collectively the “Sidewalk Extension Improvement”). The Intersection Improvements and Sidewalk Extension Improvement and its appurtenances are hereinafter referred to as the “**Project**”.

The **Borough** and **County** agree that the Intersection Improvements and Sidewalk Extension Improvement are mutually dependent, and that the public

interest requires those improvements to be constructed simultaneously to ensure the necessary construction staging and coordination of both improvements.

The **Borough** and **County** agree that entering into an agreement whereby the **Borough** and **County** share in the cost of engineering design, permitting services, construction, and construction administration and inspection will reduce overall expenses to the **Borough** and **County**.

The proposed improvements within the **Borough** are depicted upon certain plans entitled “Intersection Improvement to County Route 15 (Monmouth Road) and Palmer Avenue in the Borough of West Long Branch, Monmouth County, New Jersey”, (see Attachment “A” – sheets 6, 7, 29 and 30 of 49), prepared by Daniel S. Frank, P.E., Colliers Engineering, dated March 11, 2022, on behalf of the **County**. The aforesaid plans hereinafter designated as “**Improvement Plans**”, are incorporated into this agreement as set forth at length herein. The improvements depicted upon the **Improvement Plans** shall include all **County** and **Borough** work and shall be hereinafter referred to as the “**Project**”.

The above referenced **Improvement Plans** have been examined and approved by the Monmouth County Engineer and the West Long Branch Borough Engineer. Execution of this agreement by and between the **County** and **Borough** shall conclusively evidence their acceptance and approval of the **Improvement Plans**. Should a provision(s) of this agreement differ from the provisions of the **Improvement Plans**, the provisions of this agreement shall govern and control.

The **Borough** and **County** agree that **County** shall act as the lead agency for the construction phase of the **Project**, and as such, the **County** shall be responsible for the advertisement, bidding and award of the construction contract; and the advertisement, selection and award of the Construction Inspection and Contract Administration Professional Service Contract.

IN CONSIDERATION of the mutual covenants and conditions herein contained, and for other good and valuable consideration, it is mutually agreed upon, by and between the parties as follows:

1. The construction and installation of the **Project** by the **County** shall be in accordance with the approved **Improvement Plans** and shall be in accordance with the specifications and regulations of the New Jersey Department of Transportation, together with approvals from such other governmental regulatory agencies which may be entitled to pass upon and approve such installations, and the same shall be installed in a good and workmanlike manner so as to complete the **Project**. Notwithstanding the foregoing, should conditions arise during the course of construction of the **Project**, which necessitates a modification to the **Improvement Plans**; the **County** will authorize such construction changes only if endorsed by the **Borough**.
2. The **County's** final acceptance or rejection of the **Project** shall be binding upon both parties to the Agreement. Final acceptance of the completed **Project** by the **County** shall not occur prior to the **Borough's** final inspection and approval of the Construction of the **Project**, which approval shall not be unreasonably withheld.

3. The **County** shall cause the successful bidder to post a Performance Bond and a Payment Bond for the **Project** in accordance with the terms and conditions of the **Project** specifications; and prior to final acceptance of the work, shall cause the successful bidder to post a one (1) year Maintenance Bond for the **Project** to run for a period of one (1) year from the date the **Project** is accepted by the **County**. The Performance and Payment Bonds shall each be in an amount equal to 100% of the **Project** cost, for an aggregate total of 200%, and shall run in favor of the **Borough** and **County**. The Maintenance Bond, in an amount of 5% of the final construction cost, shall also run in favor of the **Borough** and **County**.
4. The estimated cost of construction for this **Project** is \$1,049,400.00. The **Borough's** cost participation shall be limited to construction costs associated with the installation of the new sidewalk along the west side of County Route 15 (Monmouth Road) from West Palmer Avenue to Fulton Avenue within the **Project** limits at cost not to exceed a maximum contribution of \$26,600.00.
5. The **County** shall be responsible for all costs associated with an engineering design, permitting services, and construction administration and inspection of the **Project**.
6. The **County** will administer the installation of the improvements and upon acceptance of the work by the **Borough** and **County**; the **County** will pay the contractor for said work. The **Borough** will reimburse the **County's** payment to the contractor for as-built quantities for the new sidewalk work within the limits described in paragraph #4 above. Both the **County** and the **Borough**

recognize that **Project** costs discussed herein are based on bid quantities and estimated unit prices that will be subject to change as determined by the awarded unit prices and the final as-built quantities.

7. The **County** shall submit invoices with certified estimates prepared by the **County** Engineer to the **Borough** periodically as the work proceeds. The **Borough** agrees to forward reimbursement to the **County** within sixty (60) calendar days of receipt of the invoices and certified estimates.
8. Following **Project** completion, the **County** shall be responsible for the asphalt roadway maintenance between the face of curbs, drainage infrastructure, and traffic signal equipment located within the **County** right-of-way. The maintenance of all other improvements, of whatsoever type and description, located within or outside the **County** right-of-way, including curbing, sidewalk, and landscaping, shall be the responsibility of the **Borough**.
9. Every notice, approval, consent or other communication authorized or required by this Agreement shall not be effected unless the same shall be in writing and sent, by United States registered or certified mail, return receipt requested, directed to the other party at its address hereinafter mentioned, or such other address as either party may designate by notice given from time to time in accordance with this paragraph. Every notice shall be deemed to have been given on the date on which the envelope in which such notice is enclosed was postmarked as being mailed, as above provided, in a United States mailbox or post office, except as expressly otherwise provided.

Notices necessary and provided in this Agreement shall be mailed:

To the Borough Engineer:

Fran Mullen, P.E., C.M.E.
West Long Branch Borough
965 Broadway
West Long Branch, NJ 07764

Copy to Borough Attorney:

Gregory Baxter, Esq.
Caruso & Baxter, P.A.
1129 Broad Street (Hwy.35)
Shrewsbury, NJ 07702

Copy to Borough Administrator:

Stephanie Dollinger, Administrator
West Long Branch Borough
965 Broadway
West Long Branch, NJ 07764

and

To the County Engineer:

Joseph M. Ettore, P.E., County Engineer
Hall of Records Annex
One East Main Street
Freehold, NJ 07728

Copy to County Attorney:

Michael D. Fitzgerald, Esq., County Counsel
Hall of Records Room 236
One East Main Street
Freehold, NJ 07728

Copy to County Administrator:

Teri O'Connor, County Administrator
Hall of Records
One East Main Street
Freehold, NJ 07728

10. This Agreement and the performance hereof shall be governed, interpreted,
construed and regulated by the laws of the State of New Jersey.

11. Each party waives seeking reimbursement from the other party for all professional fees, including legal and engineering, incurred by it pursuant to the review and execution of this Agreement.
12. If any term, covenant, condition or provision of the Agreement, or the application thereto to any person or circumstances shall, as any time or to any extent, be invalid or unenforceable, the remainder of the Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of the Agreement, shall be valid and be enforced to the fullest extent of the law.
13. The **Borough** shall indemnify and hold harmless the **County** from any and all loss, damage, claims, actions liability and expense without limitation, including attorneys' fees, arising out of the **Borough's** failure to perform any act required under this Agreement.
14. The **County** shall indemnify and hold harmless the **Borough** from any and all loss, damage, claims, actions liability and expense without limitation, including attorneys' fees, arising out of the **County's** failure to perform of any of its obligations under this contract.
15. This Agreement sets forth the promises, agreements, conditions and understandings between the parties relative to the subject matter hereof, which shall bind and inure to the benefit of the parties and their respective heirs, executors, administrators, and assigns, and there are no promises, agreements, conditions, or understandings either written or oral, expressed or implied,

one and the same instrument. This Agreement may be delivered by any Party by facsimile transmission to the other Party with the same force and effect as if originally executed versions of this Agreement were delivered. If this Agreement is executed in counterparts or delivered by facsimile transmission, any Party may require at any time thereafter that all Parties circulate sufficient additional copies of this Agreement for execution so that each Party may retain two fully executed originals of this Agreement.

- viii. COMPLETE AGREEMENT: This Agreement constitutes the entire agreement between the parties and correctly sets forth their obligations to each other as of the date hereof. No representations have been made by the parties except as set forth herein.
- ix. NO ORAL CHANGES: This Agreement may not be altered or modified orally, but only by a written agreement executed by the parties hereto.
- x. DATE OF AGREEMENT: The date of this Agreement shall be the date on which it is executed by all parties or, if not executed simultaneously, the date on which it is executed by the last of the parties, which date will be inserted at the top of the first page hereof.
- xi. WAIVER: No waiver by either party or any failure of, or refusal, by, the other party to comply with its obligations under this Agreement shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

between them other than as herein set forth. Except as herein otherwise provided, no subsequent alterations, amendments, changes or additions to the Agreement shall be binding upon any of the parties unless reduced to writing and signed by all parties.

16. MISCELLANEOUS AGREEMENT PROVISIONS:

- i. CAPTIONS/HEADINGS: All captions and headings are for purposes of reference only and shall not affect the interpretation or construction of any provision of this Agreement.
- ii. GOVERNING LAW: This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of New Jersey.
- iii. GENDER AND NUMBER: In all referenced herein to any party, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.
- iv. DRAFTING OF AGREEMENT: This Agreement, as a matter of convenience to both parties, was prepared by the **County**. Both parties expressly agree that in the event of any ambiguity, such ambiguity shall not be resolved against **County** solely on the basis that the Agreement was prepared by **County**, its attorney, employees and agents.
- v. CHANGES AND MODIFICATIONS OF AGREEMENT: Any and all changes and/or modifications of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.
- vi. SEVERABILITY: The invalidity or unenforceability of any term, phrase, clause, paragraph, section, restriction, covenant, agreement or other provision of this Agreement, or any amendment hereto, shall in no way effect the validity and enforceability of any other part hereof.
- vii. COUNTERPARTS: This Agreement may be executed in one or more counterparts, any or all of which shall constitute

IN WITNESS WHEREOF, the parties of the Agreement have caused these present to be signed by their duly authorized officers and their corporate seal to be hereunto affixed the day and year first written.

ATTEST:

COUNTY OF MONMOUTH

Marion Masnick, Clerk of the Board
Board of County Commissioners
Monmouth County

Thomas A. Arnone, Director
Board of County Commissioners
Monmouth County

ATTEST:

**BOROUGH OF WEST LONG
BRANCH**

Carolina Santos, Borough Clerk
Borough of West Long Branch

Janet Tucci, Mayor
Borough of West Long Branch

STATE OF NEW JERSEY

COUNTY OF MONMOUTH

SS:

BE IT REMEMBERED, that on this ____ day of _____, 20____ before me the subscriber, personally appeared Marion Masnick who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction that she is the Clerk of the Monmouth County Board of County Commissioners named in the within instrument, that Thomas A. Arnone is the Director of the Monmouth County Board of County Commissioners, that the execution as well as the making of this instrument has been duly authorized by a proper Resolution of the Monmouth County Board of County Commissioners; that deponent well knows the Corporate Seal of said County; and that the seal affixed to said instrument is signed and delivered by said Thomas A. Arnone, Director of the Monmouth County Board of County Commissioners as and for the voluntary act and deed of said County, in the presence of deponent, who thereon subscribed his name thereto as attesting witness.

SWORN TO AND SUBSCRIBED BEFORE ME

THIS ____ DAY OF _____, 20____

Marion Masnick, Clerk of the Board

Councilmember offered the following resolution and moved its adoption:

**RESOLUTION APPROVING PAYMENT CERTIFICATE
OF P.M. CONSTRUCTION CORP.**

8/3/22

WHEREAS, P.M. CONSTRUCTION CORP., 1310 Central Ave, Hillside, NJ 07205, has completed work in connection with the FY 2021 Road Improvement Program; and

WHEREAS, the Borough Engineer has reported that Payment Certificate No. 1, in the amount of \$266,142.63, is in proper form and that the stated work has been completed; and

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of West Long Branch that Payment Certificate No. 1, in the amount of \$266,142.63, as set forth in the Borough Engineer's letter dated July 22, 2022, is hereby approved; 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 August 3, 2022.

ACTING BOROUGH CLERK

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

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
21-01123	08/03/21	N126	N.J.C.A.C.O.A.	JIM MILLER MEMBERSHIP NJCACOA	Open	50.00	0.00
21-01341	09/08/21	M0136	MONMOUTH TRUCK EQUIPMENT	DPW CYLINDER REPAIR	Open	258.67	0.00
21-01405	09/21/21	CORBI005	CORBIN ELECTRICAL SERVICES, INC	EMS LIGHTS, ETC.	Open	6,530.00	0.00
21-01618	10/26/21	E0068	Elite Emergency Lights LLC	PD ESTIMATE #: N06196	Open	14,124.32	0.00
22-00041	02/19/22	S0218	SHI INTERNATIONAL CORP.	CODE ENF QUOTE #: 21392394	Open	3,200.00	0.00
22-00065	02/22/22	L0082	MICHAEL LAMB PAINTING	COMM CENTER KITCHEN AND BATH	Open	3,380.00	0.00
22-00124	03/01/22	R0130	RUTGERS CENTER FOR GOVT SERVIC	PB / ZB COURSES FOR O'SULLIVAN	Open	1,156.00	0.00
22-00125	03/01/22	R0130	RUTGERS CENTER FOR GOVT SERVIC	COURSES FOR J. O'SULLIVAN	Open	944.00	0.00
22-00137	03/01/22	A0138	AVS TECHNOLOGY	PD QUOTE #: NJ-JD-065456	Open	1,654.51	0.00
22-00186	03/23/22	K0047	KEYPORT ARMY + NAVY	DPW UNIFORMS	Open	1,903.29	0.00
22-00194	03/08/22	A0055	ADT LLC	LIBRARY SECURITY THRU AUG 2022	Open	388.02	0.00
22-00208	03/09/22	L0082	MICHAEL LAMB PAINTING	PAINTING AT POLICE DEPARTMENT	Open	4,100.00	0.00
22-00278	03/21/22	ONLOC005	ON LOCATION EMERGENCY SERVICE	CAC TRAINING FOR EMS	Open	450.00	0.00
22-00339	04/01/22	P0112	PROVANTAGE	COMPUTER FOR CODE ENF OFFICE	Open	991.86	0.00
22-00351	04/04/22	ONLOC005	ON LOCATION EMERGENCY SERVICE	EMT TRAINING SUMMER EMERGENCY	Open	300.00	0.00
22-00394	04/18/22	TRUGR005	TRUGREEN COMMERCIAL	PARK IMPROVEMENTS - 2022	Open	850.00	0.00
22-00395	04/18/22	I0045	IMPERIAL BAG & PAPER	PAPER GOODS ETC, DPW	Open	1,005.44	0.00
22-00406	04/20/22	B0009	MICKEY BENOIT, INC.	BRUSH PICKUP - FEB & MAR 2022	Open	1,508.00	0.00
22-00411	04/20/22	N0030	NJ CONFERENCE OF MAYORS	2022 CLERK DUES INV#: 2022372	Open	395.00	0.00
22-00415	04/20/22	C0141	COUNTY OF MONMOUTH	DPW INV#: WLB PW 02-22-09	Open	1,947.27	0.00
22-00419	04/20/22	M0029	MONMOUTH COUNTY POLICE ACADEMY	SVU TRAIN BUCK/SZAT 6/20-6/23	Open	50.00	0.00
22-00433	04/20/22	S0070	STAPLES ADVANTAGE	PB/ZB SUPPLIES	Open	28.10	0.00
22-00434	04/20/22	C0141	COUNTY OF MONMOUTH	w/o 41353 & w/o 41734	Open	1,825.63	0.00
22-00464	04/26/22	ONLOC005	ON LOCATION EMERGENCY SERVICE	EMS TRAINING CARDIAC ARREST	Open	350.00	0.00
22-00517	05/05/22	TECHN005	TECHNICAL SOLUTIONS GROUP	VALENZANO QUOTE#: 20683	Open	1,120.00	0.00
22-00530	05/09/22	O0042	ORIENTAL TRADING COMPANY INC	SUMMER CAMP SUPPLIES 2022	Open	612.09	0.00
22-00538	05/09/22	S0062	S&S WORLDWILD (ARTS & CRAFTS)	SUMMER CAMP SUPPLIES 2022	Open	788.40	0.00
22-00549	05/16/22	H0041	HILSEN TERMITE & PEST CONTROL	LIBRARY INV#: 78413 04/06/2022	Open	240.00	0.00
22-00567	05/18/22	H0042	RAYMOND F. HANBURY, JR. Ph.D	PSYCH EVAL - M. BOTTI 12/2021	Open	500.00	0.00
22-00607	05/20/22	C0008	CARUSO & BAXTER	JUN-DEC 2022 MONTHLY RETAINER	Open	5,828.00	0.00
22-00608	05/20/22	I0034	MICHAEL IRENE, JR.	JUN - DEC 2022 PB RETAINER	Open	857.00	0.00
22-00609	05/20/22	I0034	MICHAEL IRENE, JR.	JUN - DEC 2022 ZB RETAINER	Open	857.00	0.00
22-00610	05/20/22	ROBER005	ROBERT WITEK III	PROSECUTOR JUN 2022 - DEC 2022	Open	1,487.50	0.00
22-00611	05/20/22	E0067	PAUL R. EDINGER	JUN - DEC 2022 PUBLIC DEFENDER	Open	400.00	0.00
22-00617	05/24/22	ROSEA005	ROSEANNE MANGANELLI	PARK YOGA - MAY 2022	Open	650.00	0.00
22-00623	05/24/22	MOBIL005	MOBILE ED PRODUCTIONS, INC.	SKY DOME JUL 11, 2022	Open	1,295.00	0.00
22-00629	05/24/22	MOBIL005	MOBILE ED PRODUCTIONS, INC.	STEAM MUSEUM 07/18/2022 @ 10AM	Open	1,495.00	0.00
22-00659	06/01/22	S0052	SCHOOL SPECIALITY	2022 SUMMER CAMP SUPPLIES	Open	274.45	0.00
22-00660	06/01/22	R0113	R.R.DONNELLEY	CERT COPY PAPER, SHORT FORMS	Open	171.80	0.00
22-00663	06/01/22	HOOPW005	HOOP WIZARD	SUMMER CAMP SHOW JULY 6, 2022	Open	700.00	0.00
22-00666	06/02/22	S0070	STAPLES ADVANTAGE	TAX ASSESSOR OFFICE SUPPLIES	Open	199.99	0.00
22-00668	06/03/22	QUALI005	QUALITY WOOD SERVICE, LLC	VINYL FLOORING FOR CODE OFFICE	Open	2,200.00	0.00
22-00669	06/03/22	HROCK20	HARD ROCK HOTEL ATLANTIC CITY	2022 CONFERENCE - BORO STAFF	Open	1,920.00	0.00
22-00672	06/06/22	S0070	STAPLES ADVANTAGE		Open	17.74	0.00
22-00675	06/07/22	M0134	MONMOUTH BUILDING CENTER	QUOTE #: 18401600 05/25/2022	Open	702.00	0.00
22-00684	06/07/22	A0004	A.R. COMMUNICATIONS	EMS MOTOROLA RADIO	Open	265.00	0.00
22-00726	06/14/22	P0025	PARTY PERFECT RENTALS	07/08/2022 LAVA RUSH WATERSLIDE	Open	1,000.00	0.00
22-00727	06/14/22	P0025	PARTY PERFECT RENTALS	06/30/2022 DOUBLE LANE WIPEOUT	Open	875.00	0.00
22-00730	06/14/22	P0025	PARTY PERFECT RENTALS	07/22/2022 TROPICAL WATERSLIDE	Open	1,275.00	0.00
22-00734	06/14/22	F0019	FLOWERS BY VAN BRUNT	MEM DAY FLOWERS PD INV#:053022	Open	65.00	0.00

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
22-00737	06/15/22	W0038	W.B. MASON CO. INC.	SUPPLIES FOR LM IN CODE OFFICE	Open	307.99	0.00
22-00739	06/15/22	WOODF005	WOODFORD CEDAR RUN WILDLIFE	ANIMAL EVENT @ CAMP 07/26/2022	Open	460.00	0.00
22-00740	06/15/22	N0022	NJ INK SHOP, LLC	T-SHIRTS CAMP QUOTE#: 52033	Open	1,913.70	0.00
22-00741	06/15/22	S0221	GARY SMOLOKOFF	SUMMER CONCERT 08/26/2022	Open	1,500.00	0.00
22-00757	06/21/22	E0031	BRIAN ELLIS	EYE EXAM REIMBURSEMENT 1/31/22	Open	275.00	0.00
22-00758	06/21/22	T0122	TEAM LIFE	PD QUOTE #: 12169	Open	1,030.00	0.00
22-00759	06/21/22	TIMOT010	TIMOTHY F MCGOUGHAN	SUB JUDGE 06/15/2022	Open	500.00	0.00
22-00763	06/21/22	F0019	FLOWERS BY VAN BRUNT	MEMORIAL DAY FLOWERS- FIRE DEP	Open	65.00	0.00
22-00771	06/21/22	G0018	GOODYEAR AUTO SERVICE	4 EAGLE RSA TIRES, FOR POLICE	Open	503.68	0.00
22-00793	06/27/22	AVAYA005	AVAYA FINANCIAL SERVICES	INVOICE #: 40269299	Open	0.10	0.00
22-00794	06/27/22	F0019	FLOWERS BY VAN BRUNT	MEMORIAL DAY FLOWERS CC/M&C	Open	130.00	0.00
22-00795	06/27/22	C0141	COUNTY OF MONMOUTH	W/O#: 42528 CHIEF'S TAHOE	Open	120.87	0.00
22-00800	06/27/22	W0097	BETH WESTON-KNOTTS	CPR/AED CERT CARD BOTTI/HANLON	Open	20.00	0.00
22-00803	06/30/22	PEACH005	PEACHES & ICE CREAM	ICE CREAM SOCIAL 06/27/2022	Open	435.00	0.00
22-00804	06/30/22	S0012	SEABOARD WELDING	EMS INV#: 2141300 06/21/2022	Open	276.50	0.00
22-00805	06/30/22	D0113	DIANE DEFAZIO	SUMMER ART TEACHER 2022	Open	3,510.00	0.00
22-00806	06/30/22	S0080	STAVOLA COMPANY	DPW INV#: 254554 COLD PATCH	Open	394.50	0.00
22-00807	06/30/22	N0005	NAPA AUTO PARTS CENTER	DPW INVOICES, VARIOUS	Open	246.75	0.00
22-00808	06/30/22	V0039	STEPHEN J. VETRANO, DO EMT LLC	MEDICAL DIRECTOR RENEWAL 2022	Open	2,000.00	0.00
22-00810	07/05/22	C0083	COMCAST & XFINITY *	ACCT NO. 8499 05 216 0050458	Open	59.71	0.00
22-00811	07/05/22	H0027	HOME DEPOT - CREDIT SERVICES	DPW PURCHASE 06/24/2022	Open	15.41	0.00
22-00812	07/05/22	S0070	STAPLES ADVANTAGE	SUPPLIES FOR PB SECRETARY	Open	256.66	0.00
22-00813	07/05/22	F0050	FIREFIGHTER ONE	FIRE EST#: SI-00511981	Open	1,015.00	0.00
22-00814	07/05/22	H0041	HILSEN TERMITE & PEST CONTROL	PINCHERS AT LIBRARY INV#:78868	Open	240.00	0.00
22-00815	07/05/22	C0083	COMCAST & XFINITY *	ACCT NO. 8499 05 216 0041994	Open	211.21	0.00
22-00816	07/05/22	H0041	HILSEN TERMITE & PEST CONTROL	ROACHES @ PD INV#: 78874	Open	240.00	0.00
22-00817	07/05/22	C0083	COMCAST & XFINITY *	ACCT NO. 8499 05 216 0043313	Open	55.16	0.00
22-00820	07/05/22	I0019	MUTT MITT	INVOICE #: 493327 + SHIPPING	Open	1,539.85	0.00
22-00821	07/05/22	M0252	MAZZA RECYCLING SERVICES, LTD.	JUN 2022 COMMINGLED RECYCLING	Open	351.87	0.00
22-00822	07/05/22	MAZZA005	MAZZA MULCH	MULCH JUN 2022	Open	2,784.00	0.00
22-00823	07/05/22	S0027	SIP'S PAINT AND HARDWARE	DPW INV#: 35260	Open	4.38	0.00
22-00824	07/05/22	J0011	JOHN GUIRE SUPPLY LLC	DPW INV#: 402005 PICCO	Open	39.88	0.00
22-00825	07/05/22	J0011	JOHN GUIRE SUPPLY LLC	DPW INV#: 402910 LONG TRIMMER	Open	698.45	0.00
22-00827	07/05/22	P0117	PLOSIA COHEN LAW FIRM	JUN 2022 INVOICE #: 52903	Open	855.00	0.00
22-00828	07/05/22	N0036	NEW JERSEY NATURAL GAS CO.	VARIOUS ACCOUNTS	Open	6,038.41	0.00
22-00829	07/06/22	J0042	JERSEY CENTRAL POWER & LIGHT	VARIOUS ACCOUNTS	Open	7,075.86	0.00
22-00830	07/06/22	N0029	NEW JERSEY AMERICAN WATER CO.	ACCT NO. 1018-210041401043	Open	9,072.61	0.00
22-00831	07/06/22	N0005	NAPA AUTO PARTS CENTER	DPW INVOICES, VARIOUS	Open	168.12	0.00
22-00832	07/06/22	N0099	LISA NORMAN	STENOGRAPHER	Open	1,000.00	0.00
22-00833	07/06/22	PROJA005	PRO JANITORIAL SERVICES, LLC	CLEANING SERVICE JUL 2022	Open	2,700.00	0.00
22-00834	07/06/22	FEDEX005	FEDEX *	PD INV#: 7-800-63396	Open	174.37	0.00
22-00835	07/06/22	N0099	LISA NORMAN	STENOGRAPHER-ZB	Open	1,500.00	0.00
22-00836	07/06/22	A0150	AMERICAN UNIFORM & SUPPLY	PD QUOTE #: 119293811	Open	60.00	0.00
22-00838	07/06/22	D0125	DELISA WASTE SERVICES	JUN 2022 - TIPPING 16-30	Open	12,344.74	0.00
22-00841	07/07/22	I0034	MICHAEL IRENE, JR.	ZB Invoices July 2022	Open	1,882.50	0.00
22-00843	07/07/22	I0034	MICHAEL IRENE, JR.	PB Invoices - July 2022	Open	1,551.50	0.00
22-00845	07/07/22	O0047	OLIWA & COMPANY	AUDITOR 2022 SERVICES	Open	4,000.00	0.00
22-00846	07/07/22	E0077	E.M. WATERBURY	ZB Invoices - June	Open	3,540.00	0.00
22-00847	07/07/22	S0222	STATE TOXICOLOGY LABORATORY	DRUG TESTING 21L018842	Open	45.00	0.00
22-00848	07/07/22	JAMES005	JAMES H. NEWMAN	CONFLICT JUDGE - JUL. 6, 2022	Open	500.00	0.00
22-00849	07/07/22	M0054	BCM ONE	INVOICE #: 4162947	Open	1,841.29	0.00
22-00850	07/07/22	B0021	ATLANTIC PRINTING & DESIGN	PD OT CARDS INV#: 2222516	Open	132.48	0.00
22-00851	07/07/22	HIGHW005	HIGHWAY EQUIPMENT CO.	KOBOTA CTL FOR DPW	Open	635.85	0.00
22-00853	07/11/22	CENTR005	CENTRIC ENVIRONMENTAL	MOLD ASSESSMENT AT PD BLDG	Open	1,285.00	0.00

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
22-00854	07/11/22	K0049	KONICA MINOLTA BUSINESS SOLU.	COPIER INV#: 281053392	Open	101.13	0.00
22-00855	07/11/22	C0083	COMCAST & XFINITY *	ACCT NO. 8499 05 216 0042620	Open	428.64	0.00
22-00856	07/11/22	E0068	Elite Emergency Lights LLC	PD INVOICES	Open	680.00	0.00
22-00857	07/11/22	S0027	SIP'S PAINT AND HARDWARE	DPW INV#: 35386 RAKE FBRGLS	Open	94.47	0.00
22-00858	07/11/22	S0027	SIP'S PAINT AND HARDWARE	DPW INVOICES, VARIOUS	Open	214.12	0.00
22-00859	07/11/22	G0117	GRAINGER	DPW INV#: 1452067488	Open	73.04	0.00
22-00860	07/11/22	C0156	CUSTOM BANDAG	DPW INV#: 40230589	Open	534.36	0.00
22-00861	07/11/22	J0042	JERSEY CENTRAL POWER & LIGHT	ACCT NO. 100 066 343 706	Open	59.67	0.00
22-00862	07/11/22	W0018	WEST LONG BRANCH FIRE CO. #2	FIRE DEP SUPPLIES FOR JULY 4TH	Open	472.67	0.00
22-00863	07/11/22	L0072	LANGUAGE LINE SERVICES	COURT INTERPRETER - JUN. 2022	Open	200.60	0.00
22-00864	07/11/22	R0090	RELIABLE CLEANERS	JUN 2022 POLICE DRY CLEANING	Open	335.50	0.00
22-00865	07/11/22	E0068	Elite Emergency Lights LLC	PD INV#: INS0039501 UNIT 14	Open	170.00	0.00
22-00866	07/11/22	S0027	SIP'S PAINT AND HARDWARE	PD INV#: 35490 SURGE PROTECTOR	Open	26.99	0.00
22-00867	07/11/22	P0044	PITNEY BOWES	INV#: 1020932565	Open	39.72	0.00
22-00868	07/13/22	H0027	HOME DEPOT - CREDIT SERVICES	BOROUGH HALL OFFICE SUPPLIES	Open	315.97	0.00
22-00869	07/13/22	C0083	COMCAST & XFINITY *	ACCT NO. 8499 05 216 0042612	Open	338.26	0.00
22-00870	07/13/22	V0027	VERIZON *	ACCT NO. 450-717-472-0001-02	Open	1,115.40	0.00
22-00871	07/13/22	V0027	VERIZON *	ACCT NO. 656-290-524-0001-59	Open	78.79	0.00
22-00874	07/13/22	SLEEP005	CLEAR AIR LLC	EMS ORDER #: 448241	Open	1,170.00	0.00
22-00877	07/13/22	C0160	CLEAN AIR COMPANY INC.	EMS INV#: 220031	Open	456.40	0.00
22-00879	07/13/22	A0182	AMAZON CAPITAL SERVICES, INC.	SUMMER CAMP SUPPLIES 2022	Open	205.89	0.00
22-00880	07/13/22	W0038	W.B. MASON CO. INC.	OFFICE SUPPLIES - REGISTRAR	Open	73.55	0.00
22-00881	07/14/22	D0015	DELTA DENTAL PLAN OF N.J.	DENTIAL PREMIUMS - AUG 2022	Open	1,821.75	0.00
22-00882	07/14/22	B0021	ATLANTIC PRINTING & DESIGN	FINANCE OFFICE ENVELOPES	Open	313.74	0.00
22-00888	07/19/22	T0120	TRUIS INC	DPW QUOTE#: N0024932	Open	690.90	0.00
22-00890	07/19/22	C0083	COMCAST & XFINITY *	ACCT NO. 8499 05 216 0049187	Open	2.83	0.00
22-00891	07/19/22	V0027	VERIZON *	ACCT NO. 450-775-017-0001-28	Open	406.23	0.00
22-00892	07/19/22	J0063	JERSEY AUTO SPA CAR WASH, LLC	PD WASHES FROM INV#: 564	Open	169.75	0.00
22-00895	07/19/22	J0063	JERSEY AUTO SPA CAR WASH, LLC	PD WASHES FROM INV#: 564	Open	121.75	0.00
22-00896	07/19/22	J0063	JERSEY AUTO SPA CAR WASH, LLC	JUN 2022 POLICE CAR WASHES	Open	236.75	0.00
22-00899	07/19/22	M0161	UNITED SITE SERVICES (MR JOHN)	TEMP RESTROOM INVOICES	Open	1,183.46	0.00
22-00900	07/19/22	D0125	DELISA WASTE SERVICES	JUN 2022 - RECYCLING	Open	1,501.95	0.00
22-00901	07/19/22	G0012	GFOA OF NJ	GT MEMBERSHIP INV#: 300004770	Open	90.00	0.00
22-00902	07/19/22	C0195	CASA REPORTING SERVICE	INVOICE #: 12619	Open	79.80	0.00
22-00904	07/19/22	S0070	STAPLES ADVANTAGE	POLICE - ITEM#: 2710763	Open	159.99	0.00
22-00907	07/19/22	M0014	MONMOUTH COUNTY TREASURER	POSTAGE FOR 2022 BALLOTS	Open	499.45	0.00
22-00908	07/19/22	JAMES005	JAMES H. NEWMAN	CONFLICT JUDGE JUL. 18, 2022	Open	500.00	0.00
22-00909	07/19/22	S0027	SIP'S PAINT AND HARDWARE	PD INV#: 35657/H SURGE PRTCTOR	Open	26.99	0.00
22-00912	07/19/22	T0001	TWO RIVERS WATER RECLAMATION	WLB SEWER BILLS QTR 3 2022	Open	630.00	0.00
22-00913	07/20/22	G0012	GFOA OF NJ	S.DOLLINGER INV#: 300004771	Open	90.00	0.00
22-00915	07/20/22	D0125	DELISA WASTE SERVICES	JUL 2022 - TIPPING 1-15	Open	15,220.61	0.00
22-00916	07/20/22	D0125	DELISA WASTE SERVICES	AUG 2022 - GARBAGE	Open	24,166.67	0.00
22-00918	07/25/22	C0083	COMCAST & XFINITY *	ACCT NO. 8499 05 216 0061687	Open	445.38	0.00
22-00919	07/25/22	J0042	JERSEY CENTRAL POWER & LIGHT	STREET LIGHT ACCOUNTS	Open	5,837.68	0.00
22-00920	07/25/22	S0227	STEPHANIE DOLLINGER	LUNCH FOR PUBLIC WORKS DEPT.	Open	134.50	0.00
22-00922	07/25/22	N0036	NEW JERSEY NATURAL GAS CO.	VARIOUS ACCOUNTS	Open	414.28	0.00
22-00924	07/25/22	PRECIO05	PRECISE CONSTRUCTION	PAYMENT CERTIFICATE #2	Open	9,540.30	0.00
22-00930	07/25/22	C0083	COMCAST & XFINITY *	ACCT NO. 8499 05 216 0045946	Open	115.51	0.00
22-00931	07/25/22	C0008	CARUSO & BAXTER	LEGAL/TAX MATTERS INV JUL 25	Open	675.00	0.00
22-00932	07/25/22	S0027	SIP'S PAINT AND HARDWARE	DPW INVOICES, VARIOUS	Open	56.94	0.00
22-00934	07/25/22	J0011	JOHN GUIRE SUPPLY LLC	DPW INVOICES, VARIOUS	Open	1,358.73	0.00
22-00938	07/26/22	C0195	CASA REPORTING SERVICE	JUN 2022 CASA CHARGES	Open	85.50	0.00
22-00940	07/27/22	T0058	T&M ASSOCIATES	PB Invoices	Open	3,798.50	0.00
22-00942	07/28/22	C0083	COMCAST & XFINITY *	ACCT NO. 8499 05 216 0069847	Open	123.69	0.00

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
22-00949	07/28/22	C0062	CENTRAL JERSEY HEALTH INS FUND HEALTH BENEFITS - AUG 2022	Open	104,223.00	0.00	
22-00956	07/29/22	C0008	CARUSO & BAXTER ALLEGRO DEVELOPMENT INVOICE	Open	453.00	0.00	
Total Purchase Orders:		160	Total P.O. Line Items:	0	Total List Amount:	333,149.28	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
	1-01	61,462.99	0.00	61,462.99	0.00	0.00	0.00
	2-01	251,736.99	0.00	251,736.99	0.00	0.00	0.00
	2-03	0.00	0.00	0.00	0.00	0.00	2,819.50
Year Total:		251,736.99	0.00	251,736.99	0.00	0.00	2,819.50
	C-04	9,540.30	0.00	9,540.30	0.00	0.00	0.00
	E-03	7,589.50	0.00	7,589.50	0.00	0.00	0.00
Total of All Funds:		330,329.78	0.00	330,329.78	0.00	0.00	2,819.50

Project Description	Project No.	Rcvd Total	Held Total	Project Total
MCDONALD INFORMAL APPLICATION	INF-2022-2	297.00	0.00	297.00
LARCHWOOD MAJOR SUBDIVISION	PB-2022-01	835.50	0.00	835.50
NEHMAD BULK ADDITION GARAGE	ZB-2022-01	280.50	0.00	280.50
MALAKH BULK-POOL	ZB-2022-02	565.00	0.00	565.00
KASSIN BULK DECK AND POOL	ZB-2022-03	330.00	0.00	330.00
PERRELLA BULK M/D SUITE	ZB-2022-05	66.00	0.00	66.00
CEDAR VILLAGE GROUP, LLC-SP	ZB-2022-08	49.50	0.00	49.50
JCP&L	ZB-2022-10	396.00	0.00	396.00
Total of All Projects:		2,819.50	0.00	2,819.50