

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

September 7, 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
August 3, 2022

Executive Session Minutes
August 3, 2022

Council Minutes
August 3, 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 – July 2022

ORDINANCES:

1. O-22-15 An Ordinance Increasing the Fee for Zoning Permits in the Borough of West Long Branch
Second & Final Reading
2. O-22-16 An Ordinance Amending Ordinance 15-2.2 Regarding Disposal of Bamboo in the Borough of West Long Branch
Second & Final Reading
3. O-22-17 An Ordinance Prohibiting Living Space in Half Stories in the Borough of West Long Branch
Introduction
4. O-22-18 An Ordinance Revising Fees for Swimming Pool Construction Permits in the Borough of West Long Branch
Introduction
5. O-22-19 An Ordinance Amending and Supplementing Ordinances Concerning Swimming Pools in the Borough of West Long Branch
Introduction
6. Ordinance No. O-22-20 Ordinance Fixing Fees and Rules of Use for the Gazebo at Franklin Lake in the Borough of West Long Branch
Introduction

RESOLUTIONS:

1. R-22-115 Resolution Authorizing Monmouth County Open Space Grant Application
2. R-22-116 Resolution Approving Payment Certificate of P.M. Construction Corp.
3. R-22-117 Resolution Awarding Contract for Purchase of One (1) Ford Police Interceptor Utility AWD Vehicle for the West Long Branch Police Department
4. R-22-118 Resolution Approving Band Contract with the Tequila Rose Band
5. R-22-119 Resolution Re-Appointing Acting Borough Clerk
6. R-22-120 Resolution Directing Inspections and Reports to be Made on 26 Muncy Drive
7. R-22-121 Short Term Memorandum of Agreement Between the Monmouth County Board of Health and the Borough of West Long Branch for the Provision of Local Public Health Services
8. R-22-122 Resolution Authorizing Renewal of Membership in the Monmouth Municipal Joint Insurance Fund
9. R-22-123 Resolution Refunding Certificate of Occupancy Fee
10. R-22-124 Resolution Amending Resolution No. R-22-93
11. R-22-125 Resolution Authorizing Agreement with the County of Monmouth for Construction of Intersection Improvements to County Route 15 (Monmouth Rd) and Palmer Avenue in the Borough of West Long Branch

UNFINISHED BUSINESS:

NEW BUSINESS:

1. Raffle License – On-Premises 50/50 – Oceanport PTO
2. Raffle License – On-Premises Merchandise – Oceanport PTO

BILLS AND CLAIMS:

OPPORTUNITY FOR ANY PERSON TO BE HEARD:

MOTION TO CLOSE THE PUBLIC PORTION AND ADJOURN:

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

ORDINANCE NO. O-22-17

**AN ORDINANCE PROHIBITING LIVING SPACE IN
HALF STORIES IN THE BOROUGH OF WEST LONG BRANCH**

WHEREAS, the Code Enforcement Officials of the Borough have brought to the governing body's attention the definition of "story, half" in Ordinance 18-3.2, which definition makes no reference to whether that space may be used for living space or not; and

WHEREAS, the Borough has treated such half stories in the past as spaces not to be used for habitation/living space, though the ordinances are not clear on that point; and

WHEREAS, the governing body agrees with the Code Enforcement Officials that this matter should be clarified;

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

SECTION 1.

No half story of any residential building, as defined in Ordinance 18-3.2, shall be used as living space.

SECTION 2. EFFECTIVE DATE.

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

Introduced:

Passed:

Adopted:

MAYOR

ACTING BOROUGH CLERK

AN ORDINANCE REVISING FEES FOR SWIMMING POOL CONSTRUCTION PERMITS IN THE BOROUGH OF WEST LONG BRANCH

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

SECTION 1.

The following fees shall apply to any permits for swimming pools:

- | | | |
|----|----------|--|
| A. | \$100.00 | For application fee. |
| B. | \$400.00 | Escrow for engineering. |
| C. | \$250.00 | For any review of revisions to any swimming pool permit plans. |

SECTION 2. NON-REFUNDABLE FEES.

The swimming pool permit fees for the application and escrow shall be non-refundable.

SECTION 3.

The swimming pool permit fees set forth in the ordinance shall be separate and apart from any application or permit fees for shed, fences, or other construction required or requested in conjunction with the construction of a swimming pool.

SECTION 4. 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-22-19

**AN ORDINANCE AMENDING AND SUPPLEMENTING
ORDINANCES CONCERNING SWIMMING POOLS
IN THE BOROUGH OF WEST LONG BRANCH**

WHEREAS, the Ordinance Review Committee has studied the issue of swimming pool construction, the permitting process and what should be required as part of the same, permit fees and the like, and has made recommendations on a wide range of topics concerning swimming pools to the governing body; and

WHEREAS, the governing body is in agreement with the recommendations made by the Ordinance Review Committee;

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

SECTION 1. DRAINAGE and GRADING PLANS.

The drainage and grading plans required under ordinance to be submitted with any swimming pool permit application shall be signed and certified by a licensed professional engineer.

SECTION 2. PLAN REQUIREMENTS

Until such time as the applicant provides drainage and grading plans certified by a licensed professional engineer, no further review will be undertaken of the applicant's permit request. Once received, the engineer-certified plans of the applicant shall be forwarded to the Borough Engineer for review and approval before any permit is issued.

SECTION 3. BUFFERING.

Any proposed landscaping or proposed buffering shall be provided by the applicant when submitting any swimming pool permit application.

SECTION 4. AS BUILT SURVEY.

The as built survey required to be provided for any swimming pool permit, shall include the impervious coverage percentage, which information shall be certified by the applicant's engineer.

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-22-20

**AN ORDINANCE FIXING FEES AND
RULES OF USE FOR THE GAZEBO AT FRANKLIN LAKE
IN THE BOROUGH OF WEST LONG BRANCH**

WHEREAS, the governing body, together with its Ordinance Review Committee have discussed the issue of persons using the gazebo at Franklin Lake and the need to have a more structured approach to permitting the usage of the gazebo for events; and

WHEREAS, the governing body has spent significant monies in recently rehabilitating the gazebo and would like to do as much as possible to insure that the gazebo is not abused;

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

SECTION 1. GAZEBO PERMIT REQUIRED

A permit shall be required for any persons or group seeking to use the gazebo for any event or event-related purpose. This includes the exchange of wedding vows and similar type events.

SECTION 2. EXCLUDED FROM PERMITTING

No gazebo permit shall be required for persons using the park and stopping to take a picture at or within the gazebo. The ordinance is intended to govern persons or groups from using the gazebo for an event or an event related function.

SECTION 3. PERMIT FEE

Prior to using the gazebo, any person or groups subject to this ordinance, shall submit a gazebo permit request, together with a fee of \$25.00.

SECTION 4. CONDITIONS OF USE.

The following conditions shall apply to all gazebo permits:

A. The applicant for any gazebo permit shall be responsible for cleaning up the gazebo and the area around it following completion of the event. All garbage and other event-created debris shall be removed offsite (meaning off Franklin Lake property) at the conclusion of the

event. Failure to do so will result in penalties assessed in accordance with Borough Ordinance 3-7.5 regarding littering.

B. No person, group, or organization shall staple, nail, or otherwise affix any banner, sign, or decorative item to the gazebo.

C. No loud music that causes a nuisance shall be used.

D. No tent shall be permitted at any time in the gazebo. This includes any tent-like temporary structure which utilizes stakes driven in or placed into the ground. The tent prohibition applies to both the gazebo and the lands in Franklin Lake Park.

E. There shall be no throwing of rice, birdseed, artificial flower petals, or similar items in or near the gazebo. Event attendees may utilize bubbles in lieu of the prohibited items.

F. There shall be no picnicking or food in the gazebo.

G. There shall be no smoking or vaping.

H. The presence or consumption of alcohol are prohibited.

I. Children shall not be permitted to climb, sit, or stand on the gazebo railings.

J. Such other rules, regulations, and procedures, which may be adopted by the governing body, either by ordinance or resolution.

SECTION 5. 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:

**RESOLUTION AUTHORIZING MONMOUTH COUNTY OPEN SPACE GRANT
APPLICATION**

9/7/22

WHEREAS, the Monmouth County Board of County Commissioners has approved an Open Space Trust Fund and established a Municipal Open Space Program to provide Program Grant funds in connection with municipal acquisition of lands for County Park, recreation, conservation, and farmland preservation purposes, as well as for County recreation and conservation development and maintenance purposes; and

WHEREAS, the Governing Body of the Borough of West Long Branch desires to obtain County Open Space Trust Funds in the amount of \$100,000 to fund the Angelo Valenzano Park (Block 60 Lot 82) and Franklin Lake Park (Block 70 Lot 11) project.

WHEREAS, the total cost of the project including all matching funds is \$200,000; and

WHEREAS, the Borough of West Long Branch is the owner of and controls the project site;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of West Long Branch that:

1. Stephanie Dollinger, Borough Administrator, or his/her successor is authorized to (a) make an application to the County of Monmouth for Open Space Trust Funds, (b) provide additional application information and furnish such documents as may be required for the Municipal Open Space Grants Program and (c) act as the municipal contact person and correspondent of the above-named municipality; and
2. The Borough of West Long Branch is committed to this project and will provide the balance of funding necessary to complete the project as described in the grant application in the form of non-county matching funds as required in the Policy and Procedures Manual for the Program; and
3. If the County of Monmouth determines that the application is complete and in conformance with the Monmouth County Municipal Open Space Program

and the Policy and Procedures Manual for the Municipal Grants Program adopted thereto, the municipality is willing to use the approved Open Space Trust Funds in accordance with such policies and procedures, and applicable federal, state, and local government rules, regulations, and statutes thereto; and

4. The Mayor and Borough Clerk is hereby authorized to sign and execute any required documents, agreements, and amendments thereto with the County of Monmouth for the approved Open Space Trust Funds; and
5. This resolution shall take effect immediately.

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 September 7, 2022.

ACTING BOROUGH CLERK

Councilmember offered the following resolution and moved its adoption:

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

9/7/22

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. 2, in the amount of \$353,326.06, 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 \$353,326.06, as set forth in the Borough Engineer's letter dated August 30, 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 September 7, 2022.

ACTING BOROUGH CLERK

Councilmember offered the following resolution and moved its adoption:

**RESOLUTION AWARDING CONTRACT FOR PURCHASE OF
ONE (1) FORD POLICE INTERCEPTOR UTILITY AWD VEHICLE FOR THE WEST LONG
BRANCH POLICE DEPARTMENT**

9/7/22

WHEREAS, the Borough has the need to purchase a Ford Police Interceptor Utility AWD for use by its Police Department; and

WHEREAS, in accordance with NJAC 52:34-6.2(b) (3)., the Borough may award a contract without publicly advertising for bids when purchasing under a National Cooperative Agreement; and

WHEREAS, the Sourcewell Purchasing Network through a fair and open process, has awarded a contract for purchase of a Ford Police Interceptor Utility AWD (Contract # 091521-NAF) from National Auto Fleet Group, for a cost not to exceed \$47,590.39, in accordance with the documents annexed hereto, and it is the recommendation of the Police Chief that this equipment will meet the Police Operations, and that this is in the Borough's best interest to award a contract to this company for said equipment; and

WHEREAS, the Chief Financial Officer of the Borough of West Long Branch has certified, in accordance with the Certification of Funds Form attached hereto, that funds are available for this purchase from, Appropriation Line Item #2-01-25-240-000-251, in an amount not to exceed \$47,590.39.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of West Long Branch that a contract be awarded to National Auto Fleet Group, for purchase of a Ford Police Interceptor Utility AWD, in accordance with the terms and conditions of Sourcewell Purchasing Network (Contract# 091521-NAF), for a cost not to exceed \$47,590.39.

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are hereby authorized to execute any and all necessary documents pursuant to said award and advertise by law.

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 September 7, 2022.

ACTING BOROUGH CLERK

R-22-117

Councilmember offered the following resolution and moved its adoption:

**RESOLUTION APPROVING BAND CONTRACT
WITH THE TEQUILA ROSE BAND**

9/7/22

WHEREAS, the West Long Branch Recreation Commission solicited a Contract from THE TEQUILA ROSE BAND to perform as part of the 2022 Fall Festival; and

WHEREAS, THE TEQUILA ROSE BAND submitted the attached Contract for a performance on Sunday, October 16th, from 1:00 PM to 4:00 PM, at Franklin Lake, at a cost of \$1,250.00; and

WHEREAS, the Recreation Commission Chair recommends that the Borough Council approve this Contract; and

WHEREAS, funds are available for this purpose;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of West Long Branch that the attached Contract for a performance by THE TEQUILA ROSE BAND on Sunday, October 16th, from 1:00 PM to 4:00 PM, in the amount of \$1,250.00, be approved, subject to the following condition:

1. If weather causes cancellation of THE TEQUILA ROSE BAND's performance on October 16th, this contract will be null and void.

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

BE IT FURTHER RESOLVED that this resolution shall be deemed part of, and an addendum to, the Contract with THE TEQUILA ROSE BAND, and a copy of this resolution shall be signed by the 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 September 7, 2021.

ACTING BOROUGH CLERK

R-22-118

Councilmember offered the following resolution and moved its adoption:

RESOLUTION RE-APPOINTING ACTING BOROUGH CLERK

9/7/22

WHEREAS, on September 22, 2021, CAROLINA SANTOS was appointed to serve as Acting Borough Clerk, with the appointment continuing through September 30, 2022; and

WHEREAS, N.J.S.A 40A:9-133C permits a non-certified Acting Municipal Clerk to be appointed for one year from the date of vacancy; and

WHEREAS, the Governing Body of a Municipality may appoint a person who does not hold a registered municipal clerk certificate to serve as the Acting Municipal Clerk for three consecutive, one-year appointments, pending the approval of the NJ Department of Community Affairs; and

WHEREAS, CAROLINA SANTOS has the qualifications to serve as the Acting Municipal Clerk, has served as the Acting Borough Clerk since October 1, 2021; and

WHEREAS, the Governing Body of the Borough of West Long Branch seeks to extend her appointment for a second one-year term; and

WHEREAS, this appointment will be effective October 1, 2022, pending the approval of the NJ Department of Community Affairs, through September 30, 2023, unless the Acting Borough Clerk obtains a registered municipal clerk certificate before her appointment's expiration and may then be appointed as Borough Clerk.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of West Long Branch that CAROLINA SANTOS be and is hereby re-appointed to the position of Acting Borough Clerk for the Borough of West Long Branch effective October 1, 2022, for a period of one year.

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 September 7, 2022.

ACTING BOROUGH CLERK

R-22-119

Councilmember offered the following resolution and moved its adoption:

**RESOLUTION DIRECTING INSPECTIONS AND REPORTS
TO BE MADE ON 26 MUNCY DRIVE**

9/7/22

WHEREAS, the Code Enforcement Officials of the Borough have reported major hazardous conditions on property at 26 Muncy Drive, Block 61, Lot 28; and

WHEREAS, Code Enforcement has issued notices of violations and summonses, with no productive response by the property owner; and

WHEREAS, Code Enforcement has reported an inspection done on the property on August 30, 2022, at which time the house was found unsecure, several doors were opened to the inside of the property, the roof was caving in, the roof line/soffit has holes, there are several broken windows; the back deck has caved in and is broken, and there does not appear to be any source of electric or gas to the house, all rendering the house uninhabitable. In addition, the indoor fireplace has pine tree debris in it, causing a fire hazard as this is extremely flammable; and

WHEREAS, Code Enforcement has requested that the Borough proceed under Ordinance 9-3 to declare the structure unfit for human habitation and to continue the process under the ordinance to ultimately demolish the structure;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of West Long Branch that, consistent with Ordinance 9-3, the governing body hereby directs the Borough Construction Official, the Borough Fire Chief, and the Board of Health Inspector to make an inspection of the building and to ascertain whether the same is or may become dangerous to life or health, or might extend a conflagration; and

BE IT FURTHER RESOLVED that, following their inspections, the Construction Official, the Fire Chief, and the Board of Health Inspector shall each report in detail their findings, with the official's name and signature thereon, to the governing body.

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 September 7, 2022.

ACTING BOROUGH CLERK

R-22-120

Councilmember offered the following resolution and moved its adoption:

**SHORT TERM MEMORANDUM OF AGREEMENT
BETWEEN THE MONMOUTH COUNTY BOARD OF HEALTH
AND THE BOROUGH OF WEST LONG BRANCH FOR THE PROVISION
OF LOCAL PUBLIC HEALTH SERVICES**

9/7/22

WHEREAS, the Monmouth County Board of Health, through the Monmouth County Health Department (the “County”), provides State mandated local health services pursuant to the Local Health Services Act, *N.J.S.A. 26:3A2-1 et seq.* and the Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, *N.J.A.C. 8:52-1 et seq.*; and

WHEREAS, there must be a board of health in every municipality in the State, whether through its own individual municipal local health agency or through another agency such as a county health department; and

WHEREAS, the County serves as the health department for various towns throughout Monmouth County by virtue of contractual agreements; and

WHEREAS, the Borough of West Long Branch (the “Municipality”) is in need of local health services for a limited period of time through the end of the calendar year, and the County desires to provide health services to the Municipality.

NOW, THEREFORE, BE IT RESOLVED in consideration of the terms and conditions hereinafter set forth, the County and the Municipality (collectively the “Parties”) agree as follows:

A. ADMINISTRATION.

1. The County hereby accepts the Municipality in the Monmouth County Board of Health system effective August 17, 2022, through December 31, 2022. The County agrees to provide the Municipality with any and all current and future State mandated public health services required by statute, law, code regulation and/or directive which shall satisfy any and all health service obligations of the

Municipality. The County further agrees that its employees, agents, and servants shall provide all aforesaid services in an efficient, timely manner.

2. The County's Health Department is designated as the statutorily recognized local health agency for the Municipality.
 3. The County's Public Health Coordinator is designated as the full-time health officer for the Municipality for all public health services and activities.
 4. The Public Health Coordinator shall provide technical and professional services to assure the provision of core public health services, along with any elected services, that meet the standards set forth in in the Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, *N.J.A.C. 8:52-1 et seq.*
 5. The Public Health Coordinator shall assess public health needs, plan, organize and implement public health activities within the Municipality.
 6. The Public Health Coordinator shall lead the investigation of, and response to, all public health emergencies, disasters and/or hazardous situations within the Municipality.
 7. To fulfill the requirements of core public health activities, along with elected activities, the County may designate qualified and experienced representatives to assume responsibility for delegated activities as may be required, necessary and/or prudent to carry out and discharge public health activities.
 8. The Public Health Coordinator may delegate activities to customary personnel, such as nurses, registered environmental health specialists, health educators and any others as may be required to carry out core activities. Personnel that have been delegated activities shall satisfy the requirements set forth in *N.J.A.C. 8:52-1 et seq.* and *N.J.A.C. 8:7-1 et seq.*, regarding licensure of persons for public health positions.
- B. COST. The Municipality agrees to pay the amount of \$9,298.05 on August 15, 2022, or upon execution of this Agreement, representing the fees due for the third quarter of 2022

and the sum of \$19,009.35 on or before November 15, 2022 representing fees due for the fourth quarter of 2022 for a total payment of \$28,307.40 for 2022.

- C. **TERM.** This Agreement shall be in effect commencing August 17, 2022 and ending on December 31, 2022.
- D. **INDEMNIFICATION.** The Municipality hereby agrees to indemnify and hold the County harmless at all times in respect to all liabilities in connection with any and all past, present and future claims, actions proceedings, judgments or expenses arising from any and all health services provided by the Municipality, its employees, and/or the Monmouth County Regional Health Commission [prior health services provider] at any time prior to the effective date of the within Agreement. The Municipality further agrees to indemnify, protect, and hold harmless the County, its officers, agents, and employees from and against any and all suits, claims, demands, or damages, arising out of any act, error, or omission of the Municipality, its employees, or its agents, including but not limited to expenditures for investigation, legal defense, judgments, and/or settlements.
- E. **COMPLIANCE WITH LAW.** The Parties agree that the services covered by this Agreement shall be provided in full compliance with all federal, state, and local laws, rules and regulations, including but not necessarily limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended and implemented. The Parties agree to execute such other documents as may be needed to ensure full legal compliance.

Page 2

- F. **AUTHORITY TO EXECUTE AGREEMENT.** The execution of this Agreement has been duly authorized by the governing bodies of the County and the Municipality.
- G. **CHOICE OF LAW.** This Agreement shall be governed by and be interpreted in accordance with the laws of the State of New Jersey. All disputes arising under this Contract shall be resolved exclusively in the Superior Court of New Jersey, Monmouth County.
- H. **COUNTERPARTS.** This Agreement may be fully executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall

constitute one agreement binding upon all parties, notwithstanding that all parties have not signed the same counterpart. Such executions may be transmitted to the parties electronically or by facsimile, and such electronic or facsimile execution shall have the same force and effect as an original signature.

- I. COPY. Upon execution, this Agreement shall be submitted to the New Jersey Department of Health, Office of Local Public Health, P.O. Box 360, Trenton, NJ 08625-0360.
- J. NOTICES. Any notices that are required pursuant to this Agreement shall be made in writing (including facsimile and electronic transmissions), and mailed or transmitted or delivered as follows:

TO COUNTY:

Monmouth County Administrator
Address: 1 E. Main Street, Freehold, NJ 07728
Attn: Teri O'Connor, County Administrator
Email: Teri.O'Connor@co.monmouth.nj.us
Fax: 732-409-4820

&

Monmouth County Health Department
Address: 50 East Main Street, Freehold, NJ 07728
Attn: Christopher P. Merkel, M.P.H., H.O., Public Health Coordinator
Email: Christopher.Merkel@co.monmouth.nj.us
Fax: 732-409-7579

TO MUNICIPALITY:

Address: 965 Broadway, West Long Branch, NJ 07764
Attn: Stephanie Dollinger, Borough Administrator
Email: sdollinger@westlongbranch.org
Fax: 732-571-9185

Or to such other address or individual as any party may from time to time notify the other.

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 September 7, 2022.

ACTING BOROUGH CLERK

R-22-121

Page 3

**SHORT TERM MEMORANDUM OF AGREEMENT
BETWEEN THE MONMOUTH COUNTY BOARD OF HEALTH
AND THE BOROUGH OF WEST LONG BRANCH FOR THE
PROVISION OF LOCAL PUBLIC HEALTH SERVICES**

WHEREAS, the Monmouth County Board of Health, through the Monmouth County Health Department (the “County”), provides State mandated local health services pursuant to the Local Health Services Act, *N.J.S.A. 26:3A2-1 et seq.* and the Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, *N.J.A.C. 8:52-1 et seq.*; and

WHEREAS, there must be a board of health in every municipality in the State, whether through its own individual municipal local health agency or through another agency such as a county health department; and

WHEREAS, the County serves as the health department for various towns throughout Monmouth County by virtue of contractual agreements; and

WHEREAS, the Borough of West Long Branch (the “Municipality”) is in need of local health services for a limited period of time through the end of the calendar year, and the County desires to provide health services to the Municipality.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the County and the Municipality (collectively the “Parties”) agree as follows:

A. ADMINISTRATION.

1. The County hereby accepts the Municipality in the Monmouth County Board of Health system effective August 17, 2022 through December 31, 2022. The County agrees to provide the Municipality with any and all current and future State mandated public health services required by statute, law, code regulation and/or directive which shall satisfy any and all health service obligations of the Municipality. The County further agrees that its employees, agents, and servants shall provide all aforesaid services in an efficient, timely manner.
2. The County’s Health Department is designated as the statutorily recognized local health agency for the Municipality.
3. The County’s Public Health Coordinator is designated as the full-time health officer for the Municipality for all public health services and activities.
4. The Public Health Coordinator shall provide technical and professional services to assure the provision of core public health services, along with any elected services, that meet the standards set forth in in the Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, *N.J.A.C. 8:52-1 et seq.*

5. The Public Health Coordinator shall assess public health needs, plan, organize and implement public health activities within the Municipality.
 6. The Public Health Coordinator shall lead the investigation of, and response to, all public health emergencies, disasters and/or hazardous situations within the Municipality.
 7. To fulfill the requirements of core public health activities, along with elected activities, the County may designate qualified and experienced representatives to assume responsibility for delegated activities as may be required, necessary and/or prudent to carry out and discharge public health activities.
 8. The Public Health Coordinator may delegate activities to customary personnel, such as nurses, registered environmental health specialists, health educators and any others as may be required to carry out core activities. Personnel that have been delegated activities shall satisfy the requirements set forth in *N.J.A.C. 8:52-1 et seq.* and *N.J.A.C. 8:7-1 et seq.*, regarding licensure of persons for public health positions.
- B. **COST.** The Municipality agrees to pay the amount of \$9,298.05 on August 15, 2022, or upon execution of this Agreement, representing the fees due for the third quarter of 2022 and the sum of \$19,009.35 on or before November 15, 2022 representing fees due for the fourth quarter of 2022 for a total payment of \$28,307.40 for 2022.
- C. **TERM.** This Agreement shall be in effect commencing August 17, 2022 and ending on December 31, 2022.
- D. **INDEMNIFICATION.** The Municipality hereby agrees to indemnify and hold the County harmless at all times in respect to all liabilities in connection with any and all past, present and future claims, actions proceedings, judgments or expenses arising from any and all health services provided by the Municipality, its employees, and/or the Monmouth County Regional Health Commission [prior health services provider] at any time prior to the effective date of the within Agreement. The Municipality further agrees to indemnify, protect, and hold harmless the County, its officers, agents, and employees from and against any and all suits, claims, demands, or damages, arising out of any act, error, or omission of the Municipality, its employees, or its agents, including but not limited to expenditures for investigation, legal defense, judgments, and/or settlements.
- E. **COMPLIANCE WITH LAW.** The Parties agree that the services covered by this Agreement shall be provided in full compliance with all federal, state and local laws, rules and regulations, including but not necessarily limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended and implemented. The Parties agree to execute such other documents as may be needed to ensure full legal compliance.

- F. **AUTHORITY TO EXECUTE AGREEMENT.** The execution of this Agreement has been duly authorized by the governing bodies of the County and the Municipality.
- G. **CHOICE OF LAW.** This Agreement shall be governed by and be interpreted in accordance with the laws of the State of New Jersey. All disputes arising under this Contract shall be resolved exclusively in the Superior Court of New Jersey, Monmouth County.
- H. **COUNTERPARTS.** This Agreement may be fully executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement binding upon all parties, notwithstanding that all parties have not signed the same counterpart. Such executions may be transmitted to the parties electronically or by facsimile, and such electronic or facsimile execution shall have the same force and effect as an original signature.
- I. **COPY.** Upon execution, this Agreement shall be submitted to the New Jersey Department of Health, Office of Local Public Health, P.O. Box 360, Trenton, NJ 08625-0360.
- J. **NOTICES.** Any notices that are required pursuant to this Agreement shall be made in writing (including facsimile and electronic transmissions), and mailed or transmitted or delivered as follows:

TO COUNTY:

Monmouth County Administrator
Address: 1 E. Main Street, Freehold, NJ 07728
Attn: Teri O'Connor, County Administrator
Email: Teri.O'Connor@co.monmouth.nj.us
Fax: 732-409-4820

And

Monmouth County Health Department
Address: 50 East Main Street, Freehold, NJ 07728
Attn: Christopher P. Merkel, M.P.H., H.O., Public Health Coordinator
Email: Christopher.Merkel@co.monmouth.nj.us
Fax: 732-409-7579

TO MUNICIPALITY:

Address: _____
Attn: _____
Email: _____
Fax: _____

Or to such other address or individual as any party may from time to time notify the other.

In WITNESS WHEREOF, the parties have executed this Agreement:

ATTEST:

COUNTY OF MONMOUTH

Name: TAMARA BROWN
Title: Clerk of the Board

By: _____
Name: THOMAS A. ARNONE
Title: Commissioner Director

WITNESS OR ATTEST:

BOROUGH OF WEST LONG BRANCH

Name (Print):
Title (Print):

By: _____
Name:
Title:

Councilmember offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING RENEWAL OF MEMBERSHIP IN THE
MONMOUTH MUNICIPAL JOINT INSURANCE FUND**

9/7/22

WHEREAS, the Borough of West Long Branch is a member of the Monmouth Municipal Joint Insurance Fund; and

WHEREAS, said renewed membership terminates as of December 31, 2022, unless earlier renewed by agreement between the Borough and the Fund; and

WHEREAS, the Borough of West Long Branch desires to renew said membership;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Borough of West Long Branch agrees to renew its membership in the Monmouth Municipal Joint Insurance Fund and to be subject to the Bylaws, Rules and Regulations, coverages, and operating procedures thereof as presently existing or as modified from time to time by lawful act of the Fund.
2. The Mayor and Borough Clerk shall be and hereby are authorized to execute the agreement to renew membership annexed hereto and made a part hereof and to deliver same to the Monmouth Municipal Joint Insurance Fund evidencing the Municipality's intention to renew its membership.

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 September 7, 2022.

ACTING BOROUGH CLERK

Councilmember offered the following resolution and moved its adoption:

RESOLUTION REFUNDING CERTIFICATE OF OCCUPANCY FEE

9/7/22

WHEREAS, NORA MRAZ of Cathy Ades Real Estate, 369 Monmouth Road, NJ 07764 filed an Application for a Certificate of Occupancy for 7 Abis Place in West Long Branch and paid the fee of \$225.00 and \$45.00 mistakenly; and

WHEREAS, NORA MRAZ requested that the CO Fee of \$225.00 and the Smoke Fee of \$45.00 be refunded, for a total refund of \$270.00; 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 \$270.00, 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 September 7, 2022.

ACTING BOROUGH CLERK

Councilmember offered the following resolution and moved its adoption:

9/7/22

RESOLUTION AMENDING RESOLUTION NO. R-22-93

WHEREAS, the Borough Council adopted Resolution No. R-22-93 on May 18, 2022;
and

WHEREAS, Resolution No. R-22-93 authorized fees for design, contract, administration, and inspection services in connection with the 2022 Roadway Improvement Program; and

WHEREAS, the Borough Engineer has reported that, upon review of the resolution and original proposal letter, the provision regarding field survey fees in the amount of \$14,000.00 was omitted from the authorizing resolution;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of West Long Branch that Resolution No. R-22-93 be amended to include and authorize the portion within the proposal for professional services describing field surveys, for an amount not to exceed \$14,000.00; 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 September 7, 2022.

ACTING BOROUGH CLERK

Councilmember offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING 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**

9/7/22

WHEREAS, the Borough and the County agree that public interest requires certain intersection improvements to be made at the intersection of County Route 15 (Monmouth Road) and Palmer Avenue; and

WHEREAS, such 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; and

WHEREAS, the provisions and procedures for such improvements are set forth in the Agreement; and

WHEREAS, the Governing Body finds that the Agreement will benefit the citizens of the municipality;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of West Long Branch, County of Monmouth, State of New Jersey, as follows:

1. It hereby authorizes participation in the Agreement.
2. It hereby authorizes the Mayor and Borough Clerk to sign the Agreement.
3. It hereby accepts the guidelines set forth in the Agreement.
4. A certified copy of this resolution shall be provided by the Borough Clerk to the Director of the Board of County Commissioners and to the Clerk of the Board of County Commissioners.

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 September 7, 2022.

ACTING BOROUGH CLERK

R-22-125

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**”). In addition, the **Borough** and **County** agree to construct new sidewalk along entire property frontage located on Block 51 Lot 66 on both West Palmer Avenue and County Route 15 (Monmouth Road) and extending it to Girard Avenue on the west side of County Route 15 (Monmouth Road) (collectively the “**Sidewalk Extension Improvements**”). The **Intersection Improvements** and **Sidewalk Extension Improvements** and its appurtenances are hereinafter referred to as the “**Project**”.

The **Borough** and **County** agree that the **Intersection Improvements** and **Sidewalk Extension Improvements** 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, right of way acquisitions, construction, and construction administration and inspection will reduce overall expenses to the **Borough** and **County**.

The **Intersection Improvements** are depicted upon certain plans entitled “Intersection Improvements 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 **Sidewalk Extension Improvements** are depicted upon certain plans entitled “Sidewalk Extension Improvements along County Route 15 (Monmouth Road) and West Palmer Avenue in the Borough of West Long Branch, Monmouth County, New Jersey”, see Attachment “B” – sheet 1 of 1), prepared by Fran Mullen, P.E., C.M.E., T&M Associates, dated August 31, 2022 on behalf of the **Borough**. Both aforesaid plans hereinafter designated as “**Improvements Plans**”, are incorporated into this agreement as set forth at length herein and shall constitute the entire **Project** plans. The improvements depicted upon the **Improvements Plans** shall include all **County** and **Borough** work and shall be hereinafter referred to as the “**Project**”.

The above referenced **Improvements 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 **Improvements Plans**. Should a provision(s) of this agreement differ from the provisions of the **Improvements 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 **Improvements 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 **Improvements 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 \$1,350,400.00. The **County** shall be responsible for the installed quantities of all work depicted on Attachment "A". The **Borough's** cost participation shall be limited to construction costs associated with the installed quantities of new concrete sidewalks, and the associated concrete aprons, detectable warning surfaces, driveway repairs, retaining walls, excavation unclassified, and topsoil and seeding, if and where directed along the north side of West Palmer Avenue

(Block 51, Lot 66) and west side of County Route 15 (Monmouth Road) from West Palmer Avenue to Girard Avenue, as depicted on Attachment “B”. The estimated cost for the **Borough’s** construction cost participation is \$150,000.00.

5. The **County** shall be responsible for all costs associated with securing permits and construction administration and inspection of the **Project**.
6. If any acquisitions of property are required in order to complete “Sidewalk Extension Improvements” mentioned above, the **Borough** will be responsible for the cost of any procedures to effectuate the same, together with any payment which is required to those property owners.
7. If any acquisitions of property are required in order to complete “Intersection Improvements” mentioned above, the **County** will be responsible for the cost of any procedures to effectuate the same, together with any payment which is required to those property owners.
8. The **Project** will include estimated quantities for the **Borough’s** cost share participation for those items described in the paragraph #4 above. The **County** will administer and inspect the installation of those items only if the **Borough** agrees to its unit prices bid in the awarded contract. The **Borough** will reimburse the **County’s** payment to the contractor for as-built quantities for the **Borough** authorized work. 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.

9. 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.
10. 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**.
11. 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 Mullan, 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
West Long Branch Borough
965 Broadway
West Long Branch, NJ 07764

and

To the County Engineer:

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

Copy to County Attorney:

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

Copy to County Administrator:

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

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

13. 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.

14. 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.

15. 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.

16. 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.

17. 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, 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.

18. 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 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.

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

Tamara Brown, 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 Tamara Brown 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____

Tamara Brown, Clerk of the Board

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
21-00857	06/11/21	G0002 GALL'S INC..	PD UNIFORM - CODISPOTI	Open	348.80	0.00	
22-00324	04/01/22	L0082 MICHAEL LAMB PAINTING	LIBRARY PAINTING QUOTE 5/27/21	Open	13,170.00	0.00	
22-00328	04/01/22	W0076 WARSHAUER GENERATOR, LLC	GENERATOR REPAIR @ 299 MON RD.	Open	5,533.53	0.00	
22-00394	04/18/22	TRUGR005 TRUGREEN COMMERCIAL	PARK IMPROVEMENTS - 2022	Open	750.00	0.00	
22-00474	04/29/22	T0058 T&M ASSOCIATES	FIREHOUSE/EMS CONSOLIDATION	Open	29,300.00	0.00	
22-00485	05/02/22	F0010 FIRE & SAFETY SERVICES LTD	FIRE VEHICLE REPAIRS/MAINT	Open	7,275.00	0.00	
22-00564	05/18/22	A0182 AMAZON CAPITAL SERVICES, INC.	SUMMER CAMP SUPPLIES 2022	Open	225.12	0.00	
22-00579	05/18/22	W0038 W.B. MASON CO. INC.	STAMPS AND FLAGS FINANCE	Open	14.96	0.00	
22-00589	05/19/22	A0150 AMERICAN UNIFORM & SUPPLY	PD QUOTE#: 117183344 PEPSPRY	Open	499.75	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	
22-00636	05/25/22	A0182 AMAZON CAPITAL SERVICES, INC.	SUMMER CAMP SUPPLIES - 2022	Open	642.33	0.00	
22-00646	05/31/22	H0027 HOME DEPOT - CREDIT SERVICES	DPW PURCHASE 05/25/2022	Open	223.07	0.00	
22-00647	05/31/22	W0038 W.B. MASON CO. INC.	OFFICE SUPPLIES - O'SULLIVAN	Open	301.99	0.00	
22-00649	05/31/22	G0002 GALL'S INC..	CHIEF H. ORDER #20320801-1	Open	230.00	0.00	
22-00697	06/08/22	G0078 GEESE PATROL	GEESE - 5/18-6/18 2022	Open	1,945.00	0.00	
22-00707	06/08/22	W0038 W.B. MASON CO. INC.	2022 GENERAL OFFICE SUPPLIES	Open	423.31	0.00	
22-00709	06/13/22	A0113 ATLANTIC SECURITY & FIRE, INC.	INVOICE #: 131441 THRU 9/30/22	Open	1,142.85	0.00	
22-00703	06/08/22	P0025 PARTY PERFECT RENTALS	07/15/2022 NORTH WOODS FLUME	Open	875.00	0.00	
22-00723	06/14/22	PROJA005 PRO JANITORIAL SERVICES, LLC	CLEANING SERVICE JUN 2022	Open	2,700.00	0.00	
22-00732	06/14/22	P0025 PARTY PERFECT RENTALS	08/04/2022 CARNIVAL DAY GAMES	Open	2,575.00	0.00	
22-00731	06/14/22	P0025 PARTY PERFECT RENTALS	07/29/2022 BLUE TSUNAMI RUN	Open	1,275.00	0.00	
22-00735	06/14/22	P0025 PARTY PERFECT RENTALS	08/05/2022 TROPICAL BLUE CRUSH	Open	850.00	0.00	
22-00736	06/14/22	S0070 STAPLES ADVANTAGE	SUPPLIES FOR L.M. IN CODE	Open	1,088.99	0.00	
22-00756	06/20/22	J0063 JERSEY AUTO SPA CAR WASH, LLC	APRIL 2022 POLCE CAR WASHES	Open	230.00	0.00	
22-00765	06/21/22	G0117 GRAINGER	DPW INVOICE #: 1449917709 CLCK	Open	318.89	0.00	
22-00773	06/21/22	SERV005 SERVPRO OF EATONTOWN/LB	LIBRARY REST INV#: 5123242	Open	2,403.03	0.00	
22-00774	06/21/22	S0225 SELEX-ES INC.	PD QUOTE#: 24165.1 MS CAM 25MM	Open	4,350.00	0.00	
22-00783	06/22/22	N0035 NJ LEAGUE OF MUNICIPALITIES	JOB POSTING PT CODE OFFICER	Open	115.00	0.00	
22-00784	06/23/22	D0125 DELISA WASTE SERVICES	JUN 2022 - TIPPING 1-5	Open	11,690.67	0.00	
22-00790	06/27/22	R0089 ROTOR-ROOTER SEWER & DRAIN	SEWERAGE WORK AT COMM CENTER	Open	4,900.00	0.00	
22-00792	06/27/22	C0062 CENTRAL JERSEY HEALTH INS FUND	HEALTH BENEFITS - JUL 2022	Open	102,913.00	0.00	
22-00802	06/30/22	F0067 FIRE HOOKS UNLIMITED, INC.	FIRE DEPT. SUPPLIES	Open	2,315.98	0.00	
22-00809	06/30/22	S0011 SEABOARD FIRE AND SAFETY	EMS INV#: 19904474 INSPECTIONS	Open	398.00	0.00	
22-00818	07/05/22	S0070 STAPLES ADVANTAGE	POLICE DEPT. OFFICE SUPPLIES	Open	233.15	0.00	
22-00819	07/05/22	S0070 STAPLES ADVANTAGE	HEATER FOR CODE OFFICE	Open	74.94	0.00	
22-00826	07/05/22	CRYST005 CRYSTAL SPRINGS	WATER INV#: 21886129 070322	Open	175.90	0.00	
22-00837	07/06/22	S0070 STAPLES ADVANTAGE	CHAIR FOR POLICE RECORDS	Open	146.87	0.00	
22-00844	07/07/22	NJ0136 NJ DEPT HEALTH INFECTIOUS &	DOG FEES TO STATE APR-JUN 2022	Open	108.60	0.00	
22-00852	07/07/22	G0078 GEESE PATROL	GEESE - 6/18-7/18	Open	1,945.00	0.00	
22-00873	07/13/22	B0067 BOUND TREE MEDICAL LLC	EMS QUOTE #: 07/08/2022	Open	235.93	0.00	
22-00875	07/13/22	A0071 AVAYA, INC	LIBRARY PHONE JUN 2022	Open	35.32	0.00	
22-00876	07/13/22	W0076 WARSHAUER GENERATOR, LLC	EMS BUILDING REPAIRS	Open	5,533.53	0.00	
22-00878	07/13/22	K0049 KONICA MINOLTA BUSINESS SOLU.	COPIER INV#: 76965480	Open	173.21	0.00	
22-00883	07/14/22	G0002 GALL'S INC..	CLOTHING FOR CODE ENFORCEMENT	Open	1,270.28	0.00	
22-00884	07/14/22	IMPRI005 IMPRINT SHOP	CLOTHING FOR CODE ENFORCE OFCS	Open	352.00	0.00	
22-00885	07/15/22	N0035 NJ LEAGUE OF MUNICIPALITIES	Police Records Clerk job list.	Open	115.00	0.00	
22-00887	07/19/22	A0182 AMAZON CAPITAL SERVICES, INC.	BOROUGH HALL OFFICE SUPPLIES	Open	284.71	0.00	
22-00889	07/19/22	B0142 B&H PHOTO & ELECTRONICS	AUDIO SYSTEM FOR FRANKLIN LAKE	Open	1,028.00	0.00	

August 29, 2022
10:31 AM

BOROUGH OF WEST LONG BRANCH
Bill List By P.O. Number

Page No: 2

22-00893 07/19/22 R0093	RELIANCE GRAPHICS	CLERK BALLOTS INV#: 00004727	Open	2,382.00	0.00
22-00894 07/19/22 G0002	GALL'S INC..	PD CHIEF INV#: BC1645497	Open	170.16	0.00
22-00897 07/19/22 G0109	GANNETT NJ	CLERK INV#: 0004679227	Open	102.56	0.00
22-00898 07/19/22 S0218	SHI INTERNATIONAL CORP.	QUOTE #: 22250175	Open	1,000.00	0.00

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
22-00903	07/19/22	G0109	GANNETT NJ	CLERK INV#: 0004754021	Open	38.72	0.00
22-00905	07/19/22	O0022	OCEANPORT POLICE	JULY 4 PATROLS INV#: 220P13156	Open	475.67	0.00
22-00911	07/19/22	H0041	HILSEN TERMITE & PEST CONTROL BORO HALL	INV#: 78909	Open	240.00	0.00
22-00914	07/20/22	CORBI005	CORBIN ELECTRICAL SERVICES, INC	EMS WORK ORDERS, VARIOUS	Open	1,504.00	0.00
22-00917	07/22/22	SERV005	SERVPRO OF EATONTOWN/LB	MOLD REMODELING AT PD	Open	5,036.12	0.00
22-00921	07/25/22	C0087	CLEAR LAKES INC	DPW INV#: 090-22-001A	Open	325.00	0.00
22-00923	07/25/22	G0001	G&M TROPHY COMPANY	PD INV#: 8846A	Open	910.00	0.00
22-00925	07/25/22	D0124	DISCOVER CONSTRUCTION LLC	PAYMENT CERT. NO. 4	Open	14,250.40	0.00
22-00926	07/25/22	J0063	JERSEY AUTO SPA CAR WASH, LLC	FIRE DEP INV #844	Open	10.00	0.00
22-00927	07/25/22	F0050	FIREFIGHTER ONE	FIRE DEP INV#: SI-005121139	Open	233.90	0.00
22-00928	07/25/22	N0005	NAPA AUTO PARTS CENTER	DPW INVOICES, VARIOUS	Open	399.37	0.00
22-00933	07/25/22	J0044	HUNTER KEYSTONE PETERBILT	DPW REPAIRS/COOLANT LEAK	Open	1,682.62	0.00
22-00941	07/27/22	A0182	AMAZON CAPITAL SERVICES, INC.	OFFICE SUPPLIES	Open	238.63	0.00
22-00943	07/28/22	D0109	DIDI'S AUTOMOTIVE II, LLC	CODE VEHICLE REPAIRS	Open	698.22	0.00
22-00944	07/28/22	ROSEA005	ROSEANNE MANGANELLI	PARK YOGA JUN & JULY 2022	Open	1,250.00	0.00
22-00945	07/28/22	D0109	DIDI'S AUTOMOTIVE II, LLC	PD INV#: 220726005 UNIT #37	Open	18.54	0.00
22-00946	07/28/22	ZOHOC005	ZOHO Corporation	PD SUBSCRIPTION THRU 08/2023	Open	310.00	0.00
22-00947	07/28/22	J0011	JOHN GUIRE SUPPLY LLC	DPW INV#: 77783 TIRE	Open	698.56	0.00
22-00948	07/28/22	TARGE005	TARGET SOLUTIONS, LLC	GUARDIAN TRACKING FOR PD	Open	1,662.00	0.00
22-00950	07/28/22	G0109	GANNETT NJ	INV#: 4679227 PB ZB	Open	176.31	0.00
22-00952	07/28/22	IMPRI005	IMPRINT SHOP	CODE INV#: 7812 EMBROIDERY	Open	180.00	0.00
22-00953	07/28/22	CASAP005	Casa Payroll Service	JUL (1) & (2) INV#: 1153165	Open	576.70	0.00
22-00954	07/28/22	W0038	W.B. MASON CO. INC.	REGISTRAR PENS AND ENVELOPES	Open	113.97	0.00
22-00955	07/28/22	LAKEM005	LAKE MANAGEMENT SCIENCES	LAKE MANAGEMENT INV#: 1520	Open	8,754.00	0.00
22-00957	07/29/22	NEWJE010	NEW JERSEY REGISTRARS' ASSN	NJRA 2022 CONFERENCE - G.T.	Open	90.00	0.00
22-00958	07/29/22	S0222	STATE TOXICOLOGY LABORATORY	CASE 21L019803 & 21L019804	Open	90.00	0.00
22-00959	07/29/22	D0109	DIDI'S AUTOMOTIVE II, LLC	PD INV#: 220727001 UNIT#11	Open	219.85	0.00
22-00960	07/29/22	C0053	CITY OF LONG BRANCH	GAS/DIESEL - JUN. 2022	Open	11,194.34	0.00
22-00961	07/29/22	R0130	RUTGERS CENTER FOR GOVT SERVICE	PP-2204-FA22-1 FOR G. TARTARO	Open	821.00	0.00
22-00963	08/01/22	M0212	MONMOUTH COUNTY SPCA	SPCA BILL JUN 2022	Open	760.00	0.00
22-00964	08/01/22	N118	NEW JERSEY GRAVEL & SAND	DPW INV#: 143234 & 143155	Open	96.00	0.00
22-00966	08/01/22	G0117	GRAINGER	DPW INV#: 1453877148 PAYROLL CRD	Open	46.11	0.00
22-00968	08/01/22	S0027	SIP'S PAINT AND HARDWARE	DPW INVOICES, VARIOUS	Open	121.71	0.00
22-00969	08/01/22	V0027	VERIZON *	ACCT NO. 342213956-0001	Open	1,643.01	0.00
22-00970	08/01/22	C0083	COMCAST & XFINITY *	ACCT NO. 8499 05 216 0041994	Open	7.44	0.00
22-00971	08/01/22	C0083	COMCAST & XFINITY *	ACCT NO. 8499 05 216 0043313	Open	175.57	0.00
22-00972	08/01/22	D0109	DIDI'S AUTOMOTIVE II, LLC	CODE INV#: 220621004	Open	93.55	0.00
22-00973	08/01/22	T0107	TREASURER, STATE OF NEW JERSEY	JIM MILLER 2022	Open	30.00	0.00
22-00974	08/01/22	N0005	NAPA AUTO PARTS CENTER	DPW INVOICES, VARIOUS	Open	422.97	0.00
22-00975	08/01/22	N0029	NEW JERSEY AMERICAN WATER CO.	ACCT NO. 1018-210041401043	Open	9,497.92	0.00
22-00976	08/03/22	E0077	E.M. WATERBURY	VARIOUS PB/ZB INVOICES J.O.	Open	4,907.00	0.00
22-00977	08/03/22	N0005	NAPA AUTO PARTS CENTER	PD INVOICE #: 46946 VMB BATTRS	Open	715.76	0.00
22-00978	08/03/22	A0078	AUTOMATED BLDG CONTROLS, INC.	BORO HALL CS#: 158571	Open	1,185.00	0.00
22-00979	08/03/22	D0125	DELISA WASTE SERVICES	JUL 2022 - TIPPING 16-31	Open	11,602.45	0.00
22-00980	08/03/22	CRYST005	CRYSTAL SPRINGS WATER	INV#: 21886129 073122	Open	404.08	0.00
22-00981	08/03/22	P0117	PLOSIA COHEN LAW FIRM	JUL 2022 INVOICE#: 52937	Open	180.00	0.00
22-00983	08/03/22	M0252	MAZZA RECYCLING SERVICES, LTD.	JUL 2022 RECYCLING	Open	367.50	0.00
22-00984	08/03/22	MAZZA005	MAZZA MULCH	MULCH JUL 2022	Open	6,960.00	0.00
22-00985	08/03/22	M0252	MAZZA RECYCLING SERVICES, LTD.	TIRES TICKET #: 1114273-TIRES	Open	50.00	0.00
22-00986	08/03/22	B0130	JASON BUONO	CODE UNIFORM REIMBURSEMENT	Open	47.70	0.00
22-00987	08/03/22	M0029	MONMOUTH COUNTY POLICE ACADEMY	SZATKOWSKI TRAINING JUL 2022	Open	55.00	0.00
22-00988	08/03/22	NEWJE010	NEW JERSEY REGISTRARS' ASSN	NJRA 2022 CONFERENCE - C.S.	Open	90.00	0.00
22-00989	08/03/22	A0038	ALLIED FIRE & SAFETY	FIREHOUSE INV#: SM 93478	Open	530.00	0.00
22-00990	08/03/22	S0070	STAPLES ADVANTAGE	PD ORDER FOR RECORDS BUREAU	Open	61.38	0.00
22-00991	08/03/22	T0042	TREASURER - ST. OF NEW JERSEY	REMEDATION INV#: 220918990	Open	1,870.00	0.00

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
22-00992	08/03/22	R0090	RELIABLE CLEANERS	JUL 2022 POLICE DRY CLEANING	Open	193.00	0.00
22-00993	08/09/22	L0072	LANGUAGE LINE SERVICES	COURT INTERPRETER - JUL. 2022	Open	183.60	0.00
22-00994	08/09/22	M0054	BCM ONE	INVOICE #: 4230964	Open	1,880.80	0.00
22-00995	08/09/22	JAMES005	JAMES H. NEWMAN	CONFLICT JUDGE - AUG. 3, 2022	Open	500.00	0.00
22-00996	08/09/22	PROJA005	PRO JANITORIAL SERVICES, LLC	CLEANING SERVICE AUG 2022	Open	2,700.00	0.00
22-00997	08/09/22	E0006	EDMUNDS & ASSOCIATES	REG TAX BILLS INV#: 22-IN4204	Open	681.75	0.00
22-00998	08/09/22	CHRIS005	CHRISTY FERNANDEZ	ROC 2022 Q1 AND Q2	Open	200.00	0.00
22-00999	08/09/22	W0038	W.B. MASON CO. INC.	FINANCE OFFICE SUPPLIES	Open	197.46	0.00
22-01000	08/09/22	D0112	DYNAMIC TESTING SERVICE	DPW TESTING INV#: 569	Open	180.00	0.00
22-01001	08/09/22	S0012	SEABOARD WELDING	DPW INV#: 941897 HAZMT/CYLNDER	Open	14.50	0.00
22-01002	08/09/22	J0011	JOHN GUIRE SUPPLY LLC	DPW INV#: 436415 TORO BELT	Open	173.99	0.00
22-01003	08/09/22	S0027	SIP'S PAINT AND HARDWARE	DPW INVOICES, VARIOUS	Open	26.20	0.00
22-01004	08/09/22	H0027	HOME DEPOT - CREDIT SERVICES	DPW PURCHASE 08/01/2022	Open	156.54	0.00
22-01005	08/09/22	N0005	NAPA AUTO PARTS CENTER	DPW INVOICES, VARIOUS	Open	49.31	0.00
22-01006	08/09/22	D0125	DELISA WASTE SERVICES	JUL 2022 - RECYCLING	Open	2,390.64	0.00
22-01007	08/09/22	W0038	W.B. MASON CO. INC.	LIBRARY SUPPLIES	Open	65.85	0.00
22-01008	08/09/22	C0053	CITY OF LONG BRANCH	GAS/DIESEL - JUL. 2022	Open	10,882.09	0.00
22-01009	08/09/22	M0231	MUNICIPAL RECORD SERVICE	TRAFFIC TICKET BOOKS	Open	658.00	0.00
22-01010	08/09/22	A0163	ARCHER & GREINER	PROF SERVICES INV 08/08/2022	Open	4,257.48	0.00
22-01012	08/10/22	I0034	MICHAEL IRENE, JR.	PLANNING BOARD INVOICES	Open	2,563.75	0.00
22-01013	08/10/22	I0034	MICHAEL IRENE, JR.	ZONING BOARD INVOICES	Open	4,129.50	0.00
22-01014	08/23/22	T0058	T&M ASSOCIATES	PLANNING BD INVOICES	Open	24,701.20	0.00
22-01016	08/11/22	J0042	JERSEY CENTRAL POWER & LIGHT	VARIOUS ACCOUNTS	Open	8,783.24	0.00
22-01017	08/11/22	G0078	GEESE PATROL	GEESE 7/18-8/18 2022	Open	1,945.00	0.00
22-01018	08/11/22	K0049	KONICA MINOLTA BUSINESS SOLU.	COPIER INV#: 281653792	Open	101.13	0.00
22-01020	08/11/22	J0042	JERSEY CENTRAL POWER & LIGHT	ACCT NO. 100 013 260 052	Open	61.00	0.00
22-01021	08/11/22	C0083	COMCAST & XFINITY *	ACCT NO. 8499 05 216 0042612	Open	338.27	0.00
22-01022	08/11/22	V0027	VERIZON *	ACCT NO. 450-717-472-0001-02	Open	2,230.80	0.00
22-01023	08/11/22	C0083	COMCAST & XFINITY *	ACCT NO. 8499 05 216 0042620	Open	215.43	0.00
22-01024	08/11/22	A0071	AVAYA, INC	LIBRARY PHONE JUL & AUG 2022	Open	70.64	0.00
22-01025	08/11/22	V0027	VERIZON *	ACCT NO. 656-290-524-0001-59	Open	137.32	0.00
22-01027	08/11/22	T0015	THOMAS PLANNING ASSOC LLC		Open	675.00	0.00
22-01030	08/12/22	W0017	WEST LONG BRANCH FIRST AID	2022 RENT - QUARTER 2	Open	750.00	0.00
22-01032	08/17/22	J0052	JERSEY ELEVATOR	MAINTENANCE INV#: 276885	Open	360.00	0.00
22-01034	08/17/22	FEDEX005	FEDEX *	PD INV#: 7-836-67787 JUL 27	Open	42.47	0.00
22-01035	08/17/22	M0161	UNITED SITE SERVICES (MR JOHN)	TEMP RESTROOMS INVOICES	Open	1,183.46	0.00
22-01037	08/17/22	A0078	AUTOMATED BLDG CONTROLS, INC.	BORO HALL AC INV#: S38015	Open	206.25	0.00
22-01038	08/17/22	K0049	KONICA MINOLTA BUSINESS SOLU.	COPIER INV#: 77272938	Open	173.21	0.00
22-01039	08/17/22	N0005	NAPA AUTO PARTS CENTER	DPW INVOICES, VARIOUS	Open	85.93	0.00
22-01043	08/17/22	S0139	SHORE BUSINESS SOLUTIONS	PD COPIER INV#: AR64410	Open	64.55	0.00
22-01044	08/17/22	TREAS005	TREASURER, STATE OF NEW JERSEY	PD ELEVATOR BILL#: 4166706	Open	258.00	0.00
22-01045	08/17/22	H0041	HILSEN TERMITE & PEST CONTROL	COMM CENTER INV#: 78988	Open	240.00	0.00
22-01046	08/17/22	N0029	NEW JERSEY AMERICAN WATER CO.	ACCT NO. 1018-220032426588	Open	18.90	0.00
22-01049	08/17/22	A0078	AUTOMATED BLDG CONTROLS, INC.	COMM CENTER INV#: 158659A	Open	1,051.88	0.00
22-01050	08/17/22	A0078	AUTOMATED BLDG CONTROLS, INC.	LIBRARY INV#: S37938	Open	312.50	0.00
22-01052	08/22/22	D0125	DELISA WASTE SERVICES	AUG 2022 - TIPPING 1-15	Open	13,151.42	0.00
22-01054	08/22/22	R0119	REALTY DATA SYSTEMS LLC	2022 ADDED ASSESSMENT MAILERS	Open	4,185.00	0.00
22-01056	08/22/22	C0083	COMCAST & XFINITY *	ACCT NO. 8499 05 216 0049187	Open	11.35	0.00
22-01061	08/22/22	J0063	JERSEY AUTO SPA CAR WASH, LLC	JUL 2022 POLICE CAR WASHES	Open	426.00	0.00
22-01064	08/22/22	A0150	AMERICAN UNIFORM & SUPPLY	PD QUOTE #: 121122595	Open	68.00	0.00
22-01067	08/22/22	GLORI005	GLORIA TARTARO	OFFICE SUPPLIES REIMBURSEMENT	Open	36.25	0.00
22-01071	08/22/22	S0027	SIP'S PAINT AND HARDWARE	DPW INV#: 36176	Open	12.15	0.00
22-01072	08/22/22	S0027	SIP'S PAINT AND HARDWARE	DPW INVOICES, VARIOUS	Open	29.67	0.00
22-01076	08/22/22	D0125	DELISA WASTE SERVICES	SEP 2022 - GARBAGE	Open	24,166.67	0.00
22-01077	08/22/22	R0089	ROTOR-ROOTER SEWER & DRAIN	LIBRARY INV#: 31336	Open	60.00	0.00

August 29, 2022
10:31 AM

BOROUGH OF WEST LONG BRANCH
Bill List By P.O. Number

Page No: 5

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
22-01078	08/22/22	J0042	JERSEY CENTRAL POWER & LIGHT	STREET LIGHT ACCOUNTS	Open	6,060.21	0.00
22-01087	08/25/22	CASAP005	Casa Payroll Service	AUG (1) INV#: 1156870	Open	245.80	0.00
22-01091	08/25/22	w0076	Warshawer Generator	PD GENERATOR INV#: 80522 8/24	Open	300.00	0.00
22-01079	08/22/22	C0083	COMCAST & XFINITY*	ACCT NO. 8499 02 215 0061687	Open	435.39	0.00
22-01080	08/23/22	ADVAN010	ADVANCED FURNACE & AIR DUCT	POLICE BLDG. INV#: 70079245	Open	5,460.00	0.00
22-01081	08/24/22	T0058	T&M ASSOCIATES	PB Invoice	Open	2,335.00	0.00
22-01082	08/25/22	SCOTT015	SCOTT IMBRIACO	CERTIFIED MAIL INV#: 801410	Open	650.00	0.00
22-01093	08/29/22	C0008	CARUSO & BAXTER	TAX MATTERS BILLED 08/26/22	Open	968.50	0.00
22-01100	08/30/22	t0058	T&M Associates	PB Invoices thru 08/24/22	Open	53,725.80	0.00
22-01101	08/30/22	M0216	MEDITIRINIA PROP, LLC	Maint Bond Per Reso R22-85	Open	3,580.53	0.00
22-01102	08/30/22	v0027	VERIZON	Acct no. 842213956-00001	Open	3,294.67	0.00
22-01106	08/30/22	C0083	COMCAST & XFINITY	Acct no. 8499 05 216 0045946	Open	115.51	0.00
22-01111	08/30/22	C0083	COMCAST & XFINITY	Acct No. 8499 05 216 0041994	Open	219.52	0.00
Total Purchase Orders:		Total P.O. Line Items:	0	Total List Amount:		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
	2-01		384,725.26	0.00	384,725.26	0.00	0.00	0.00
	2-03		0.00	0.00	0.00	0.00	0.00	4,463.00
	2-13		868.60	0.00	868.60	0.00	0.00	0.00
Year Total:			385,593.86	0.00	385,593.86	0.00	0.00	4,463.00
	C-04		14,250.40	0.00	14,250.40	0.00	0.00	0.00
	E-03		7,983.75	0.00	7,983.75	0.00	0.00	0.00
Total Of All Funds:								

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	742.50	0.00	742.50
NEHMAD BULK ADDITION GARAGE	ZB-2022-01	610.50	0.00	610.50
MALAKH BULK-POOL	ZB-2022-02	1,344.50	0.00	1,344.50
PERRELLA BULK M/D SUITE	ZB-2022-05	280.50	0.00	280.50
EDELSTEIN PLAY/TREE HOUSE	ZB-2022-07	330.00	0.00	330.00
CEDAR VILLAGE GROUP, LLC-SP	ZB-2022-08	412.50	0.00	412.50
JCP&L	ZB-2022-10	115.50	0.00	115.50
LEONARDO DEBORBA	ZB-2022-11	330.00	0.00	330.00
Total Of All Projects:				