

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

August 2, 2023
(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, GOMEZ, NEYHART, PENTA, SNIFFEN

ABSENT:

READING AND APPROVAL OF MINUTES:

Caucus Minutes
July 5, 2023

Executive Session Minutes
July 5, 2023

Council Minutes
July 5, 2023

REPORTS OF STANDING COMMITTEES:

MAYOR TUCCI:

1. Peter Cooper Village
2. Redistricting
3. Fireworks
4. Tax Bills

COUNCILMAN BRAY (FINANCE & ADMINISTRATION):

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

COUNCILMAN GOMEZ (FIRE & EMS):

COUNCILMAN NEYHART (POLICE):

COUNCILMAN PENTA (PUBLIC WORKS):

COUNCILMAN SNIFFEN (PUBLIC PROPERTY):

BOROUGH ADMINISTRATOR DOLLINGER:

BOROUGH CLERK SANTOS:

BOROUGH ATTORNEY BAXTER:

BOROUGH ENGINEER MULLAN:

COMMUNICATIONS:

1. Tax Collector's Monthly Report – June 2023
2. Code Enforcement Monthly Report – June & July 2023
3. Zoning Monthly Report – June & July 2023
4. EMS Membership Application – Sol Mandalaoui – Auxiliary Membership
5. EMS Membership Application – Allen Antar – Auxiliary Membership
6. EMS Membership Application – Rahamim Levy – Auxiliary Membership
7. EMS Membership Application – Albert Salameh – Auxiliary Membership

ORDINANCES:

1. An Ordinance Authorizing and Encouraging Electric Vehicle Supply/Service Equipment (EVSE) & Make-Ready Parking Spaces in the Borough of West Long Branch
Second & Final Reading

RESOLUTIONS:

1. R-23-101 Resolution Refunding Certificate of Occupancy Fee
2. R-23-102 Resolution – Special Item of Revenue State of New Jersey American Rescue Plan Act
3. R-23-103 Resolution Approving Change Order and Payment Certificate of Lancha Construction Corp.
4. R-23-104 Resolution Approving Payment Certificate of Precise Construction
5. R-23-105 Resolution Approving Agreement with the Monmouth County SPCA for Animal Control Services
6. R-23-106 Resolution Authorizing the Execution of a Commodity Resale Agreement with the County of Monmouth
7. R-23-107 Resolution Approving Summer Concert Series Contract with “After the Reign”
8. R-23-108 Resolution Hiring Full-Time Office Personnel
9. R-23-109 Resolution Appointing Acting Chief of Police
10. R-23-110 Resolution Adjusting Pay Rate for Summer Recreation Counselors Participating in Project-Based Records Retention
11. R-23-111 Resolution Approving Borough Clerk Contract
12. R-23-112 Resolution Authorizing Disposal of Surplus Property
13. R-23-113 Resolution Releasing Escrow Fees for WLB Shopping Center (197-199 Wall Street)

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-23-12

**AN ORDINANCE AUTHORIZING AND ENCOURAGING ELECTRIC VEHICLE
SUPPLY/SERVICE EQUIPMENT (EVSE) & MAKE-READY PARKING SPACES
IN THE BOROUGH OF WEST LONG BRANCH**

WHEREAS, this Ordinance sets forth procedures for the installation of Electric Vehicle Supply/Service Equipment (EVSE) and Make-Ready parking spaces and establishes associated regulations and other standards within the Borough of West Long Branch;

WHEREAS, the State of New Jersey position is that the transition to electric vehicles contributes to all municipalities' commitment to sustainability and is in the best interest of public welfare; and

WHEREAS, the State of New Jersey has found that the installation of EVSE and Make-Ready parking spaces encourages electric vehicle adoption; and

WHEREAS, the Borough of West Long Branch, at the direction of the State of New Jersey, encourages increased installation of EVSE and Make Ready parking spaces; and

WHEREAS, adoption of this ordinance supports the State of New Jersey's goals to reduce air pollutants and greenhouse gas emissions from the transportation sector as outlined and supported by various programs related to NJ's 2019 Energy Master Plan, Global Warming Response Act (P.L.2007, c.112 (C.26:2C-37 et al.)), and EV Law (P.L. 2019, c. 362); and

WHEREAS, P.L. 2021, c.171, which Governor Murphy signed into law on July 9, 2021, requires EVSE and Make-Ready parking spaces be designated as a permitted accessory use in all zoning or use districts and establishes associated installation and parking requirements; and

WHEREAS, adoption of this ordinance will support the Master Plan of the Borough of West Long Branch adopted in concurrence with P.L. 1975 c. 291, s. 1 eff. Aug. 1, 1976, and is consistent with goals and objectives of the Master Plan as well as the land use, and facilitates and supports the land use and circulation elements of the Master Plan; and

WHEREAS, the Borough of West Long Branch encourages greater ownership and use of electric vehicles, thus the Borough of West Long Branch is amending its Land Use Ordinances to establish standards and regulations for the safe and efficient installation of EVSE and Make-Ready parking spaces at appropriate locations.

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

FIRST: ELECTRIC VEHICLE SUPPLY/SERVICE EQUIPMENT

A. Purpose

The purpose of this ordinance is to promote and encourage the use of electric vehicles by requiring the safe and efficient installation of EVSE and Make-Ready parking spaces through municipal parking regulations and other standards. EVSE and Make-Ready parking spaces will support the State's transition to an electric transportation sector,

reducing automobile air pollution, greenhouse gas emissions, and storm water runoff contaminants. The goals are to:

1. Provide adequate and convenient EVSE and Make-Ready parking spaces to serve the needs of the traveling public.
2. Provide opportunities for residents to have safe and efficient personal EVSE located at or near their place of residence.
3. Provide the opportunity for non-residential uses to supply EVSE to their customers and employees.
4. Create standard criteria to encourage and promote safe, efficient, and cost-effective electric vehicle charging opportunities in all zones and settings for convenience of service to those that use electric vehicles.

B. Definitions

Certificate of occupancy: The certificate provided for in N.J.A.C. 5:23-2, indicating that the construction authorized by the construction permit has been completed in accordance with the construction permit, the act and the regulations. See "State Uniform Construction Code Act," P.L.1975, c.217 (C.52:27D-119 et seq.) and regulations adopted pursuant thereto.

Charging Level: The amount of voltage provided to charge an electric vehicle varies depending on the type of EVSE as follows:

1. Level 1 operates on a fifteen (15) to twenty (20) amp breaker on a one hundred twenty (120) volt AC circuit.
2. Level 2 operates on a forty (40) to one hundred (100) amp breaker on a two hundred eight (208) or two hundred forty (240) volt AC circuit.
3. Direct-current fast charger (DCFC) operates on a sixty (60) amp or higher breaker on a four hundred eighty (480) volt or higher three phase circuit with special grounding equipment. DCFC stations can also be referred to as rapid charging stations that are typically characterized by industrial grade electrical outlets that allow for faster recharging of electric vehicles.

Electric vehicle: Any vehicle that is licensed and registered for operation on public and private highways, roads, and streets; and operates either partially or exclusively using an electric motor powered by an externally charged on-board battery.

Electric Vehicle Supply/Service Equipment or (EVSE): The equipment, including the cables, cords, conductors, connectors, couplers, enclosures, attachment plugs, power outlets, power electronics, transformer, switchgear, switches and controls, network interfaces, point of sale equipment, and associated apparatus designed and used for the purpose of transferring energy from the electric supply system to a plug-in electric vehicle. "EVSE" may deliver either alternating current or, consistent with fast charging equipment

standards, direct current electricity. “EVSE” is synonymous with “electric vehicle charging station.”

Make-Ready Parking Space: means the pre-wiring of electrical infrastructure at a parking space, or set of parking spaces, to facilitate easy and cost-efficient future installation of Electric Vehicle Supply Equipment or Electric Vehicle Service Equipment, including, but not limited to, Level Two EVSE and direct current fast chargers. Make Ready includes expenses related to service panels, junction boxes, conduit, wiring, and other components necessary to make a particular location able to accommodate Electric Vehicle Supply Equipment or Electric Vehicle Service Equipment on a “plug and play” basis. “Make-Ready” is synonymous with the term “charger ready,” as used in P.L.2019, c.362 (C.48:25-1 et al.)._Private EVSE: EVSE that has restricted access to specific users (e.g., single and two-family homes, executive parking fleet parking with no access to the general public).

Publicly accessible EVSE: EVSE that is publicly available (e.g., park & ride, public parking lots and garages, on-street parking, shopping center parking, non-reserved parking in multi-family parking lots, etc.).

C. Approvals and Permits

An application for development submitted solely for the installation of EVSE or Make-Ready parking spaces shall be considered a permitted accessory use and permitted accessory structure in all zoning or use districts and shall not require a variance pursuant to C.40:55D-70.

1. EVSE and Make-Ready Parking Spaces installed pursuant to Section D. below in development applications that are subject to site plan approval are considered a permitted accessory use as described in 1. above.
2. All EVSE and Make-Ready parking spaces shall be subject to applicable local and/or Department of Community Affairs permit and inspection requirements.
3. The Borough Code Enforcement Officers shall enforce all signage and installation requirements described in this ordinance. Failure to meet the requirements in this ordinance shall be subject to the same enforcement and penalty provisions as other violations of the borough’s land use regulations.
4. An application for development for the installation of EVSE or Make-Ready spaces at an existing gasoline service station, an existing retail establishment, or any other existing building shall not be subject to site plan or other land use board review, shall not require variance relief pursuant to C.40:55D-1 et seq. or any other law, rule, or regulation, and shall be approved through the issuance of a zoning permit by the administrative officer, provided the application meets the following requirements:

- a. the proposed installation does not violate bulk requirements applicable to the property or the conditions of the original final approval of the site plan or subsequent approvals for the existing gasoline service station, retail establishment, or other existing building;
 - b. all other conditions of prior approvals for the gasoline service station, the existing retail establishment, or any other existing building continue to be met; and
 - c. the proposed installation complies with the construction codes adopted in or promulgated pursuant to the "State Uniform Construction Code Act," P.L.1975, c.217 (C.52:27D-119 et seq.), any safety standards concerning the installation, and any State rule or regulation concerning electric vehicle charging stations.
5. An application pursuant to Section 5. above shall be deemed complete if the application, including the permit fee and all necessary documentation, is determined to be complete.
6. EVSE and Make-Ready parking spaces installed at a gasoline service station, an existing retail establishment, or any other existing building shall be subject to applicable local and/or Department of Community Affairs inspection requirements.
7. A permitting application solely for the installation of electric vehicle supply equipment permitted as an accessory use shall not be subject to review based on parking requirements.

D. Requirements for New Installation of EVSE and Make-Ready Parking Spaces

1. As a condition of preliminary site plan approval, for each application involving a multiple dwelling with five or more units of dwelling space, which shall include a multiple dwelling that is held under a condominium or cooperative form of ownership, a mutual housing corporation, or a mixed-use development, the developer or owner, as applicable, shall:
- a. prepare as Make-Ready parking spaces at least 15 percent of the required off-street parking spaces, and install EVSE in at least one-third of the 15 percent of Make-Ready parking spaces;
 - b. within three years following the date of the issuance of the certificate of occupancy, install EVSE in an additional one-third of the original 15 percent of Make-Ready parking spaces; and
 - c. within six years following the date of the issuance of the certificate of occupancy, install EVSE in the final one-third of the original 15 percent of Make-Ready parking spaces.

- d. Throughout the installation of EVSE in the Make-Ready parking spaces, at least five percent of the electric vehicle supply equipment shall be accessible for people with disabilities.
 - e. Nothing in this subsection shall be construed to restrict the ability to install electric vehicle supply equipment or Make-Ready parking spaces at a faster or more expansive rate than as required above.
2. As a condition of preliminary site plan approval, each application involving a parking lot or garage not covered in 1. above shall:
- a. Install at least one Make-Ready parking space if there will be 50 or fewer off-street parking spaces.
 - b. Install at least two Make-Ready parking spaces if there will be 51 to 75 off-street parking spaces.
 - c. Install at least three Make-Ready parking spaces if there will be 76 to 100 off-street parking spaces.
 - d. Install at least four Make-Ready parking spaces, at least one of which shall be accessible for people with disabilities, if there will be 101 to 150 off-street parking spaces.
 - e. Install at least four percent of the total parking spaces as Make-Ready parking spaces, at least five percent of which shall be accessible for people with disabilities, if there will be more than 150 off-street parking spaces.
 - f. In lieu of installing Make-Ready parking spaces, a parking lot or garage may install EVSE to satisfy the requirements of this subsection.
 - g. Nothing in this subsection shall be construed to restrict the ability to install electric vehicle supply equipment or Make-Ready parking spaces at a faster or more expansive rate than as required above.
 - h. Notwithstanding the provisions of this Section, a retailer that provides 25 or fewer off-street parking spaces or the developer or owner of a single-family home shall not be required to provide or install any electric vehicle supply equipment or Make-Ready parking spaces.

E. Minimum Parking Requirements

- 1. All parking spaces with EVSE and Make-Ready equipment shall be included in the calculation of minimum required parking spaces, pursuant to the provisions of the Borough Land Use Ordinances, including, but not limited to section 18-7.4 ("Off-street Parking, Loading and Unloading Regulations") thereof.
- 2. A parking space prepared with EVSE or Make-Ready equipment shall count as at least two parking spaces for the purpose of complying with a minimum parking

space requirement. This shall result in a reduction of no more than 10 percent of the total required parking.

3. All parking space calculations for EVSE and Make-Ready equipment shall be rounded up to the next full parking space.
4. Additional installation of EVSE and Make-Ready parking spaces above what is required in Section D. above may be encouraged but shall not be required in development projects.

F. Reasonable Standards for All New EVSE and Make-Ready Parking Spaces

1. Location and layout of EVSE and Make-Ready parking spaces is expected to vary based on the design and use of the primary parking area. It is expected flexibility will be required to provide the most convenient and functional service to users. Standards and criteria should be considered guidelines and flexibility should be allowed when alternatives can better achieve objectives for provision of this service.
2. Installation:
 - a. Installation of EVSE and Make-Ready parking spaces shall meet the electrical subcode of the Uniform Construction Code, N.J.A.C. 5:23-3.16.
 - b. Each EVSE or Make-Ready parking space that is not accessible for people with disabilities shall be not less than 9 feet wide or 18 feet in length. Exceptions may be made for existing parking spaces or parking spaces that were part of an application that received prior site plan approval.
 - c. To the extent practical, the location of accessible parking spaces for people with disabilities with EVSE and Make Ready equipment shall comply with the general accessibility requirements of the Uniform Construction Code, N.J.A.C. 5:23, and other applicable accessibility standards.
 - d. Each EVSE or Make-Ready parking space that is accessible for people with disabilities shall comply with the sizing of accessible parking space requirements in the Uniform Construction Code, N.J.A.C. 5:23, and other applicable accessibility standards.
3. EVSE Parking:
 - a. Publicly-accessible EVSE shall be reserved for parking and charging electric vehicles only. Electric vehicles shall be connected to the EVSE. The use of time limits is optional and shall be determined by the owner.
 - b. Electric vehicles may be parked in any parking space designated for parking, subject to the restrictions that would apply to any other vehicle that would park in that space.
 - c. Public Parking. Pursuant to NJSA 40:48-2, publicly-accessible EVSE parking spaces shall be monitored by the municipality's police department and enforced in the same manner as any other parking. It shall be a violation of this Section to park

or stand a non-electric vehicle in such a space, or to park an electric vehicle in such a space when it is not connected to the EVSE. Any non-electric vehicle parked or standing in a EVSE parking space or any electric vehicle parked and not connected to the EVSE shall be subject to fine and/or impoundment of the offending vehicle as described in the general penalty provisions of this West Long Branch Municipal Ordinances which prohibit parking in designated no parking areas or zones other than handicapped parking restrictions. Signage indicating the penalties for violations shall comply with Section 5. below. Any vehicle parked in such a space shall make the appropriate payment for the space and observe the time limit for the underlying parking area, if applicable.

- d. Private Parking. The use of EVSE shall be monitored by the property owner or designee.

4. Safety

- a. Each publicly accessible EVSE shall be located at a parking space that is designated for electric vehicles only and identified by green painted pavement and/or curb markings, a green painted charging pictograph symbol, and appropriate signage pursuant to Section 5. below.
- b. Where EVSE is installed, adequate site lighting and landscaping shall be provided in accordance with the borough's ordinances and regulations.
- c. Adequate EVSE protection such as concrete-filled steel bollards shall be used for publicly accessible EVSE. Non-mountable curbing may be used in lieu of bollards if the EVSE is setback a minimum of 24 inches from the face of the curb. Any stand-alone EVSE bollards should be 3 to 4-feet high with concrete footings placed to protect the EVSE from accidental impact and to prevent damage from equipment used for snow removal.
- d. EVSE outlets and connector devices shall be no less than 36 inches and no higher than 48 inches from the ground or pavement surface where mounted, and shall contain a cord management system as described in e. below. Equipment mounted on pedestals, lighting posts, bollards, or other devices shall be designated and located as to not impede pedestrian travel, create trip hazards on sidewalks, or impede snow removal.
- e. Each EVSE shall incorporate a cord management system or method to minimize the potential for cable entanglement, user injury, or connector damage. Cords shall be retractable or have a place to hang the connector and cord a safe and sufficient distance above the ground or pavement surface. Any cords connecting the charger to a vehicle shall be configured so that they do not cross a driveway, sidewalk, or passenger unloading area.

- f. Where EVSE is provided within a pedestrian circulation area, such as a sidewalk or other accessible route to a building entrance, the EVSE shall be located so as not to interfere with accessibility requirements of the Uniform Construction Code, N.J.A.C. 5:23, and other applicable accessibility standards.
- g. Publicly accessible EVSEs shall be maintained in all respects, including the functioning of the equipment. A 24-hour on-call contact shall be provided on the equipment for reporting problems with the equipment or access to it. To allow for maintenance and notification, the borough shall require the owners/designee of publicly accessible EVSE to provide information on the EVSE's geographic location, date of installation, equipment type and model, and owner contact information.

5. Signs

- a. Publicly accessible EVSE shall have posted regulatory signs, as identified in this section, allowing only charging electric vehicles to park in such spaces. For purposes of this section, "charging" means that an electric vehicle is parked at an EVSE and is connected to the EVSE. If time limits or vehicle removal provisions are to be enforced, regulatory signs including parking restrictions shall be installed immediately adjacent to, and visible from the EVSE. For private EVSE, installation of signs and sign text is at the discretion of the owner.
- b. All regulatory signs shall comply with visibility, legibility, size, shape, color, and reflectivity requirements contained within the Federal Manual on Uniform Traffic Control Devices as published by the Federal Highway Administration.
- c. Wayfinding or directional signs, if necessary, shall be permitted at appropriate decision points to effectively guide motorists to the EVSE parking space(s). Wayfinding or directional signage shall be placed in a manner that shall not interfere with any parking space, drive lane, or exit and shall comply with b. above.
- d. In addition to the signage described above, the following information shall be available on the EVSE or posted at or adjacent to all publicly-accessible EVSE parking spaces:
 - 1) Hour of operations and/or time limits if time limits or tow-away provisions are to be enforced by the municipality or owner/designee;
 - 2) Usage fees and parking fees, if applicable; and
 - 3) Contact information (telephone number) for reporting when the equipment is not operating or other problems.

6. Usage Fees

Private EVSE: Nothing in this ordinance shall be deemed to preclude a private owner/designee of an EVSE from collecting a fee for the use of the EVSE, in accordance

with applicable State and Federal regulations. Fees shall be available on the EVSE or posted at or adjacent to the EVSE parking space.

SECOND: SEVERABILITY

If any section, paragraph, clause, or provision of this ordinance shall be adjudged invalid, such adjudication shall apply only to the section, paragraph, clause or provision so adjudged and the remainder of the ordinance shall be deemed valid and effective.

THIRD: REPEAL OF PRIOR ORDINANCES

All ordinances or parts of ordinances inconsistent with or in conflict with this ordinance are hereby repealed to the extent of such inconsistency.

FOURTH: EFFECTIVE DATE

This ordinance shall take effect after final passage and publication as provided by law.

Introduced:
Passed:
Adopted:

MAYOR

ACTING BOROUGH CLERK

Councilmember offered the following resolution and moved its adoption:

8/2/23

RESOLUTION REFUNDING CERTIFICATE OF OCCUPANCY FEE

WHEREAS, Nora Mraz, filed an Application for Certificate of Occupancy for 66 Maple Avenue and paid the Inspection fee of \$225.00 and the Smoke fee of \$90.00 on June 20, 2023; and

WHEREAS, it was subsequently discovered that a certificate of occupancy inspection was not needed and no inspection has since been conducted; and

WHEREAS, Nora Mraz requested that the Inspection fee of \$225.00 and the Smoke fee of \$90.00 be refunded; 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 Inspection fee of \$225.00 and the Smoke fee of \$90.00, be refunded to Nora Mraz of Cathy Ades Real Estate, 369 Monmouth Road, West Long Branch, NJ 07764; and

BE IT FURTHER RESOLVED that the appropriate Borough officials are hereby authorized to take action 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 2, 2023.

BOROUGH CLERK

Councilmember offered the following resolution and moved its adoption:

**RESOLUTION – SPECIAL ITEM OF REVENUE STATE OF NEW JERSEY
AMERICAN RESCUE PLAN ACT**

8/2/23

WHEREAS. N.J.S.A. 40A: 4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget, and;

WHEREAS, said Director may also approve the insertion of an item of appropriation for an equal amount.

NOW THEREFORE BE IT RESOLVED that the Borough Council of the Borough of West Long Branch hereby requests the Director of the Division of Local Government Services to approve the insertion of a special item of revenue in the budget for the year 2023 in the amount of \$208,452.00, which item is now available from the American Rescue Plan Act funds.

BE IT FURTHER RESOLVED that a like sum of \$208,452.00 is hereby appropriated under the caption of:

American Rescue Plan Act 2023	\$208,452.00
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BE IT FURTHER RESOLVED that the Chief Financial Officer forward a copy of the required electronic Department of Community Affairs form requesting permission of the Director for the inclusion of the above referenced items.

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 2, 2023.

BOROUGH CLERK



WLBR-01048

July 26, 2023

Carolina Santos, Borough Clerk
Borough of West Long Branch
965 Broadway
West Long Branch, NJ 07764

Via Email

**Re: FY 2022 Road Improvement Program
Lancha Construction Corp. - Payment Certificate #1
Borough of West Long Branch**

Dear Ms. Santos:

Enclosed for your review, please find the following documents:

- Payment Certificate No. 1 with backup and voucher
- Change Order No. 1 with a net change of \$0.00

Certified payrolls will be forwarded under separate cover.

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

Very truly yours,

T&M ASSOCIATES

JULIE E. NASTASI
CLIENT MANAGER

JEN:ps

Enclosures

c: Stephanie Dollinger, Borough Administrator
Michael Martin, CFO
Gloria Tartaro, Deputy Registrar

G:\Projects\WLBR\01048\Construction\Payment\WLBR-01048 - Payment Documentation Transmittal No. 1.doc

BOROUGH OF WEST LONG BRANCH

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

PURCHASE ORDER

NO.

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

TO: Lancha Construction Corp.
3090 Englishtown Road
Jamesburg, NJ 08831

COMPLETE AND SUBMIT THIS VOUCHER WITH INVOICES

DATE 07/25/23	ORDERED BY	DEPARTMENT	ACCOUNT TO BE CHARGED	DELIVERY DATE
QUANTITY	DESCRIPTION		UNIT COST	TOTAL COST
	To the cost of work performed on the FY 2022 Road Improvement Program in accordance with Payment Certificate No. 1			\$275,198.70
TOTAL				\$275,198.70

CLAIMANT'S CERTIFICATION AND DECLARATION

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

SIGNATURE

President

OFFICIAL POSITION

7/25/23

DATE

SPACE BELOW FOR BOROUGH USE ONLY

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



YOUR GOALS. OUR MISSION.

WLBR-01048

July 25, 2023

Payment Certificate No. 1

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

Re: FY 2022 Road Improvement Program

Dear Mayor and Borough Council:

This is to certify that Lancha Constrution Corp., 3090 Englishtown Road, Jamesburg, NJ 08831, Contractor for the above referenced project, has completed the work shown on the attached Payment Certificate No. 1 for work completed through July 11, 2023, and is entitled to payment for same.

The costs detailed on Payment Certificate No. 1 are summarized below:

TOTAL AMOUNT OF WORK COMPLETED TO DATE	\$280,815.00
LESS TWO PERCENT (2 %) RETAINAGE	\$5,616.30
SUBTOTAL	\$275,198.70
LESS PREVIOUS PAYMENTS	\$0.00
TOTAL AMOUNT DUE THIS CERTIFICATE NO. 1	\$275,198.70

APPROVED BY:

JULIE E. NASTASI
CLIENT MANAGER

CERTIFICATION OF CONTRACTOR:

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

Lancha Construction Corp.
TITLE
DATE

JN

Attachment as Noted

cc: Carolina Santos, Borough Clerk
Lancha Construction Corp.

PROJECT NO
PAYMENT CERT
OWNER
CONTRACTOR
PROJECT

WLBR-01048
Number One (1)
Borough of West Long Branch
Lancha Construction Corp.
FY 2022 Road Improvement Program

DATE : July 25, 2023

N O	ORIG CONTR QUANT	UNIT	DESCRIPTION	ORIG UNIT PRICE	ORIG CONTR AMOUNT	ADJUSTED CONTRACT QUANTITY	THIS PERIOD		ADJUSTED CONTR AMOUNT	TO DATE	
							QUANTITY	AMOUNT		QUANTITY	AMOUNT
			Proposal A - Walnut Place								
A1	1	LS	Clearing Site	\$50,000.00		1.00	0.00	\$0.00		0.00	\$0.00
A2	1	UNIT	Construction Signs, W20-1A, 48"x48"	\$0.01	\$0.01	1.00	0.00	\$0.00	\$0.01	0.00	\$0.00
A3	1	UNIT	Construction Signs, W20-1C, 48"x48"	\$0.01	\$0.01	1.00	0.00	\$0.00	\$0.01	0.00	\$0.00
A4	1	UNIT	Construction Signs, W20-1F, 48"x48"	\$0.01	\$0.01	1.00	0.00	\$0.00	\$0.01	0.00	\$0.00
A5	1	UNIT	Construction Signs, W20-4B, 48"x48"	\$0.01	\$0.01	1.00	0.00	\$0.00	\$0.01	0.00	\$0.00
A6	1	UNIT	Construction Signs, W20-7B, 48"x48"	\$0.01	\$0.01	1.00	0.00	\$0.00	\$0.01	0.00	\$0.00
A7	1	UNIT	Construction Signs, G20-2, 48"x24"	\$0.01	\$0.01	1.00	0.00	\$0.00	\$0.01	0.00	\$0.00
A8	10	UNIT	Drum	\$0.01	\$0.10	10.00	0.00	\$0.00	\$0.10	0.00	\$0.00
A9	30	UNIT	Traffic Cone	\$0.01	\$0.30	30.00	0.00	\$0.00	\$0.30	0.00	\$0.00
A10	160	MH	Police Traffic Director	\$80.00	\$12,800.00	160.00	0.00	\$0.00	\$12,800.00	0.00	\$0.00
A11	1	LS	Fuel Price Adjustment	\$3,500.00	\$3,500.00	1.00	0.00	\$0.00	\$3,500.00	0.00	\$0.00
A12	1	LS	Asphalt Price Adjustment	\$5,000.00	\$5,000.00	1.00	0.00	\$0.00	\$5,000.00	0.00	\$0.00
A13	625	GAL	Tack Coat	\$6.00	\$3,750.00	625.00	0.00	\$0.00	\$3,750.00	0.00	\$0.00
A14	1,600	LF	Polymerized Joint Adhesive	\$0.01	\$16.00	1,600.00	0.00	\$0.00	\$16.00	0.00	\$0.00
A15	6,000	SY	HMA Milling, 3" Thick or Greater	\$3.95	\$23,700.00	6,000.00	0.00	\$0.00	\$23,700.00	0.00	\$0.00
A16	730	TON	HMA 9.5M64 Surface Course, 2" Thick	\$94.00	\$68,620.00	730.00	0.00	\$0.00	\$68,620.00	0.00	\$0.00
A17	1,100	TON	HMA 19M64 Base Course, 3" Thick	\$0.01	\$11.00	1,100.00	0.00	\$0.00	\$11.00	0.00	\$0.00
A18	2,800	LF	6"x18" Concrete Vertical Curb	\$25.00	\$70,000.00	2,626.00	2,626.00	\$65,650.00	\$65,650.00	2,626.00	\$65,650.00
A19	200	SY	Concrete Sidewalk, 4" Thick	\$100.00	\$20,000.00	164.00	164.00	\$16,400.00	\$16,400.00	164.00	\$16,400.00
A20	60	SY	Concrete Driveway, Reinforced, 6" Thick	\$100.00	\$6,000.00	92.00	92.00	\$9,200.00	\$9,200.00	92.00	\$9,200.00
A21	50	SY	HMA Driveway, 4" Thick	\$0.01	\$0.50	50.00	0.00	\$0.00	\$0.50	0.00	\$0.00
A22	3	SY	Detectable Warning Surface	\$250.00	\$750.00	3.00	2.00	\$500.00	\$750.00	2.00	\$500.00
A23	10	UNIT	Curb Piece, Type 'N-ECO', 8" Head	\$300.00	\$3,000.00	10.00	10.00	\$3,000.00	\$3,000.00	10.00	\$3,000.00
A24	9	UNIT	Bicycle Safe Grate	\$300.00	\$2,700.00	9.00	9.00	\$2,700.00	\$2,700.00	9.00	\$2,700.00
A25	3	UNIT	Cleaning Drainage Structure	\$1.00	\$3.00	3.00	0.00	\$0.00	\$3.00	0.00	\$0.00
A26	9	UNIT	Recon Inlet, Type B, Using New Casting (if & Where)	\$1,000.00	\$9,000.00	9.00	9.00	\$9,000.00	\$9,000.00	9.00	\$9,000.00
A27	150	LF	Traffic Stripes, Long Life Thermoplastic, 4" Wide	\$2.00	\$300.00	150.00	0.00	\$0.00	\$300.00	0.00	\$0.00
A28	200	LF	Traffic Stripes, Long Life Thermoplastic, 6" Wide	\$3.00	\$600.00	200.00	0.00	\$0.00	\$600.00	0.00	\$0.00
A29	20	LF	Traffic Stripes, Long Life Thermoplastic, 24" Wide	\$12.00	\$240.00	20.00	0.00	\$0.00	\$240.00	0.00	\$0.00
A30	900	SY	Borrow Topsoiling, 5" Thick	\$1.00	\$900.00	900.00	0.00	\$0.00	\$900.00	0.00	\$0.00
A31	900	SY	Seeding and Fertilizing, Type G	\$1.00	\$900.00	900.00	0.00	\$0.00	\$900.00	0.00	\$0.00
A32	900	SY	Straw Mulching	\$1.00	\$900.00	920.00	0.00	\$0.00	\$920.00	0.00	\$0.00
A33	12	UNIT	Inlet Filter, Type 1	\$0.01	\$0.12	12.00	0.00	\$0.00	\$0.12	0.00	\$0.00
			Total Proposal A		\$282,691.08						\$106,450.00

PROJECT NO	WLB-01048	DATE :	July 25, 2023
PAYMENT CERT	Number One (1)		
OWNER	Borough of West Long Branch		
CONTRACTOR	Lancha Construction Corp.		
PROJECT	FY 2022 Road Improvement Program		

N O	ORIG CONTR QUANT	UNIT	DESCRIPTION	ORIG UNIT PRICE	ORIG CONTR AMOUNT	ADJUSTED CONTRACT QUANTITY	THIS PERIOD		ADJUSTED CONTR AMOUNT	TO DATE	
							QUANTITY	AMOUNT		QUANTITY	AMOUNT
Proposal B - Various Roads											
B1	1	LS	Clearing Site	\$80,000.00	\$80,000.00	1.00		0.00	\$0.00	0.00	\$0.00
B2	1	UN	Construction Signs, W20-1A, 48"x48"	\$0.01	\$0.01	1.00		0.00	\$0.00	0.00	\$0.00
B3	1	UN	Construction Signs, W20-1C, 48"x48"	\$0.01	\$0.01	1.00		0.00	\$0.00	0.00	\$0.00
B4	1	UN	Construction Signs, W20-1F, 48"x48"	\$0.01	\$0.01	1.00		0.00	\$0.00	0.00	\$0.00
B5	1	UN	Construction Signs, W20-4B, 48"x48"	\$0.01	\$0.01	1.00		0.00	\$0.00	0.00	\$0.00
B6	1	UN	Construction Signs, W20-7B, 48"x48"	\$0.01	\$0.01	1.00		0.00	\$0.00	0.00	\$0.00
B7	1	UN	Construction Signs, G20-2, 48"x24"	\$0.01	\$0.01	1.00		0.00	\$0.00	0.00	\$0.00
B8	10	UN	Drum	\$0.01	\$0.10	10.00		0.00	\$0.00	0.00	\$0.00
B9	30	UN	Traffic Cone	\$0.01	\$0.30	30.00		0.00	\$0.00	0.00	\$0.00
B10	160	MH	Police Traffic Director	\$80.00	\$12,800.00	160.00	28.00	\$2,240.00	\$12,800.00	28.00	\$2,240.00
B11	1	LS	Fuel Price Adjustment	\$3,500.00	\$3,500.00	1.00		0.00	\$0.00	0.00	\$0.00
B12	1	LS	Asphalt Price Adjustment	\$5,000.00	\$5,000.00	1.00		0.00	\$0.00	0.00	\$0.00
B13	2,100	GAL	Tack Coat	\$6.00	\$12,600.00	2,100.00		0.00	\$0.00	0.00	\$0.00
B14	1,000	LF	Polymerized Joint Adhesive	\$0.01	\$10.00	1,000.00		0.00	\$0.00	0.00	\$0.00
B15	21,500	SY	HMA Milling, 2" Thick	\$3.95	\$84,925.00	21,500.00		0.00	\$0.00	0.00	\$0.00
B16	500	SY	HMA Milling, 5" Thick	\$3.95	\$1,975.00	500.00		0.00	\$0.00	0.00	\$0.00
B17	2,700	TON	HMA 9.5M64 Surface Course, 2" Thick	\$94.00	\$253,800.00	2,700.00		0.00	\$0.00	0.00	\$0.00
B18	2,100	TON	HMA 19M64 Base Course, 3" Thick (If & Where)	\$0.01	\$21.00	2,100.00		0.00	\$0.00	0.00	\$0.00
B19	1,000	SY	DGA Base Course, 6" Thick (If & Where Dir)	\$0.01	\$10.00	1,000.00		0.00	\$0.00	0.00	\$0.00
B20	4,600	LF	6"x18" Concrete Vertical Curb	\$25.00	\$115,000.00	4,600.00	4,321.00	\$108,025.00	\$115,000.00	4,321.00	\$108,025.00
B21	350	SY	Concrete Sidewalk, 4" Thick	\$100.00	\$35,000.00	350.00	404.00	\$40,400.00	\$35,000.00	404.00	\$40,400.00
B22	180	SY	Concrete Driveway, Reinforced, 6" Thick	\$100.00	\$18,000.00	180.00	143.00	\$14,300.00	\$18,000.00	143.00	\$14,300.00
B23	160	SY	HMA Driveway, 4" Thick	\$0.01	\$1.60	160.00		0.00	\$0.00	0.00	\$0.00
B24	20	SY	Granite Block Apron	\$0.01	\$0.20	20.00		0.00	\$0.00	0.00	\$0.00
B25	15	SY	Detectable Warning Surface	\$250.00	\$3,750.00	15.00		0.00	\$0.00	0.00	\$0.00
B26	2	UN	Curb Piece, Type 'N-ECO', 6" Head	\$300.00	\$600.00	2.00	2.00	\$600.00	\$600.00	2.00	\$600.00
B27	7	UN	Curb Piece, Type 'N-ECO', 8" Head	\$300.00	\$2,100.00	7.00	7.00	\$2,100.00	\$2,100.00	7.00	\$2,100.00
B28	1	UN	Curb Piece, Type 'N-ECO', 10" Head	\$400.00	\$400.00	1.00	1.00	\$400.00	\$400.00	1.00	\$400.00
B29	9	UN	Bicycle Safe Grate	\$300.00	\$2,700.00	9.00	9.00	\$2,700.00	\$2,700.00	9.00	\$2,700.00
B30	20	UN	Cleaning Drainage Structure	\$1.00	\$20.00	20.00		0.00	\$0.00	0.00	\$0.00
B31	4	UN	Recon Inlet, Type B, Using New Casting (If & Where)	\$900.00	\$3,600.00	4.00	4.00	\$3,600.00	\$3,600.00	4.00	\$3,600.00
B32	350	LF	Traffic Stripes, Long Life Thermoplastic, 4" Wide	\$1.15	\$402.50	350.00		0.00	\$0.00	0.00	\$0.00
B33	510	LF	Traffic Stripes, Long Life Thermoplastic, 6" Wide	\$1.72	\$877.20	510.00		0.00	\$0.00	0.00	\$0.00
B34	170	LF	Traffic Stripes, Long Life Thermoplastic, 24" Wide	\$6.90	\$1,173.00	170.00		0.00	\$0.00	0.00	\$0.00
B35	2,000	SY	Borrow Topsoiling, 5" Thick	\$0.01	\$20.00	2,000.00		0.00	\$0.00	0.00	\$0.00
B36	2,000	SY	Seeding and Fertilizing, Type G	\$0.01	\$20.00	2,000.00		0.00	\$0.00	0.00	\$0.00
B37	2,000	SY	Straw Mulching	\$0.01	\$20.00	2,000.00		0.00	\$0.00	0.00	\$0.00
B38	24	UN	Inlet Filter, Type 1	\$0.01	\$0.24	24.00		0.00	\$0.00	0.00	\$0.00
			Total Proposal B		\$638,326.20						\$174,365.00

PROJECT NO	WLBR-01048
PAYMENT CERT	Number One (1)
OWNER	Borough of West Long Branch
CONTRACTOR	Lancha Construction Corp.
PROJECT	FY 2022 Road Improvement Program

DATE : July 25, 2023

NO	ORIG CONTR QUANT	UNIT	DESCRIPTION	ORIG UNIT PRICE	ORIG CONTR AMOUNT	ADJUSTED CONTRACT QUANTITY	THIS PERIOD		ADJUSTED CONTR AMOUNT	TO DATE	
							QUANTITY	AMOUNT		QUANTITY	AMOUNT
AA-1	750	SY	Add Alternate 1 HMA Pavement Repair, 4" Thick	\$70.00	\$52,500.00	679.00	0.00	\$0.00	\$47,530.00	0.00	\$0.00
			Total Add Alternate 1		\$52,500.00						\$0.00
S-1	0	LS	ADA Ramps Wall Street	\$9,700.00	\$0.00	1.00	1.00	\$9,700.00	\$9,700.00	1.00	\$9,700.00
			TOTAL " ORIGINAL CONTRACT AMOUNT "		\$973,517.28						
			TOTAL " THIS PERIOD " ESTIMATE					\$290,515.00			
			TOTAL " ADJUSTED CONTRACT AMOUNT "						\$973,517.28		

NOTICE TO PROCEED:	15-Jun-23	PREVIOUS PAYMENTS	DATE	TOTAL TO DATE	
CONTRACT COMPLETION DATE:	13-Oct-23	CERT NO 1	\$0.00		\$280,815.00
		CERT NO 2	\$0.00		
CONTRACT TIME (DAYS):	120	CERT NO 3	\$0.00	LESS TWO PERCENT (2 %) RETAINAGE	\$5,616.30
		CERT NO 4	\$0.00	SUBTOTAL	\$275,198.70
TIME ELAPSED (DAYS):	40.00	CERT NO 5	\$0.00		
		CERT NO 6	\$0.00	LESS PREVIOUS PAYMENT(S)	\$0.00
% TIME ELAPSED:	33.33%	CERT NO 7	\$0.00		
% WORK COMPLETED:	28.85%	TOTAL	\$0.00	TOTAL AMOUNT DUE THIS ESTIMATE	\$275,198.70

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

SHEET NO. 1 OF 2
PROJECT NO. WLBR-01048

CHANGE ORDER NO. 1

DATE: July 26, 2023
PROJECT: FY 2022 Road Improvement Program
OWNER: Borough of West Long Branch
CONTRACTOR: Lancha Construction Corp.

DESCRIPTION OF CHANGE:

REDUCTIONS:

Items A18, A19 and AA-1 are reduced to reflect current as-built quantities.

EXTRA:

Items A20 and A32 are increased to reflect current as-built quantities.

SUPPLEMENTARY:

S-1 ADA Ramps Wall Street

APPROVAL RECOMMENDED:

Julie Nastasi
JULIE E. NASTASI
WEST LONG BRANCH CLIENT MANAGER

ACCEPTED:

Paul Lancha
CONTRACTOR:
Lancha Construction Corp.

OWNER'S APPROVALS:

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

SEE ATTACHED DETAIL	ADDITIONAL	REDUCTION
A. TOTAL REDUCTIONS THIS C.O.	XXXXXXXXXXXX	\$12,920.00
B. TOTAL EXTRAS THIS C.O.	\$3,220.00	XXXXXXXXXXXX
C. TOTAL SUPPLEMENTARY THIS C.O.	\$9,700.00	XXXXXXXXXXXX
TOTALS THIS C.O.	\$12,920.00	\$12,920.00
NET CHANGE THIS CHANGE ORDER		
PREVIOUS CHANGE ORDERS	\$0.00	\$0.00
TOTAL CHANGE ORDERS TO DATE	\$12,920.00	\$12,920.00
NET CHANGE IN CONTRACT		

ORIGINAL CONTRACT BID PRICE \$973,517.28

CHANGE ORDERS TO DATE

REVISED CONTRACT PRICE \$973,517.28

PROJECT:

FY 2022 Road Improvement Program

OWNER:

Borough of West Long Branch

CONTRACTOR:

Lancha Construction Corp.

R E D U C T I O N	ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
	A18	6"x18" Concrete Vertical Curb	174.00 LF	\$25.00	\$4,350.00
	A19	Concrete Sidewalk, 4" Thick	36.00 SY	\$100.00	\$3,600.00
	AA-1	HMA Pavement Repair, 4" Thick	71.00 SY	\$70.00	\$4,970.00

A. TOTAL REDUCTIONS

\$12,920.00

E X T R A	A20	Concrete Driveway, Reinforced, 6" Thick	32.00 SY	\$100.00	\$3,200.00
	A32	Straw Mulching	20.00 SY	\$1.00	\$20.00

B. TOTAL EXTRA

\$3,220.00

S U P P	S-1	ADA Ramps Wall Street	1.00 LS	\$9,700.00	\$9,700.00

C. TOTAL SUPPLEMENTARY

\$9,700.00



WLBR-01043

July 27, 2023

Carolina Santos, Borough Clerk
Borough of West Long Branch
965 Broadway
West Long Branch, NJ 07764

Via Email

**Re: FY 2021 Park Improvements
Precise Construction - Payment Certificate #5
Borough of West Long Branch**

Dear Ms. Santos:

Enclosed for your review, please find the following documents:

- Payment Certificate No. 5 with backup and voucher

Certified payrolls will be forwarded under separate cover.

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

Very truly yours,

T&M ASSOCIATES

JULIE E. NASTASI
CLIENT MANAGER

JEN:ps

Enclosures

c: Stephanie Dollinger, Borough Administrator
Michael Martin, CFO
Gloria Tartaro, Deputy Registrar

G:\Projects\WLBR\01043\Construction\Payment\WLBR-01043 - Payment Documentation Transmittal No. 5.doc

BOROUGH OF WEST LONG BRANCH

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

PURCHASE ORDER

NO.

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

TO: Precise Construction
1016 Highway 33
Freehold, NJ 07728

COMPLETE AND SUBMIT THIS VOUCHER WITH INVOICES

DATE 07/24/23	ORDERED BY	DEPARTMENT	ACCOUNT TO BE CHARGED	DELIVERY DATE
QUANTITY	DESCRIPTION		UNIT COST	TOTAL COST
	To the cost of work performed on the FY 2021 Park Improvements in accordance with Payment Certificate No. 5			\$12,911.50
TOTAL				\$12,911.50

CLAIMANT'S CERTIFICATION AND DECLARATION

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



SIGNATURE

P.M.

OFFICIAL POSITION

7/27/2023

DATE

SPACE BELOW FOR BOROUGH USE ONLY

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



YOUR GOALS. OUR MISSION.

WLBR-01043

July 24, 2023

Payment Certificate No. 5

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

Re: FY 2021 Park Improvements

Dear Mayor and Borough Council:

This is to certify that Precise Construction, 1016 Highway 33, Freehold, NJ 07728, Contractor for the above referenced project, has completed the work shown on the attached Payment Certificate No. 5 for work completed through June 30, 2023, and is entitled to payment for same.

The costs detailed on Payment Certificate No. 5 are summarized below:

TOTAL AMOUNT OF WORK COMPLETED TO DATE	\$171,725.00
LESS TWO PERCENT (2 %) RETAINAGE	\$3,434.50
SUBTOTAL	\$168,290.50
LESS PREVIOUS PAYMENTS	\$155,379.00
TOTAL AMOUNT DUE THIS CERTIFICATE NO. 5	\$12,911.50

APPROVED BY:

JULIE E. NASTASI
CLIENT MANAGER

CERTIFICATION OF CONTRACTOR:

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

	<i>P.M.</i>	<i>7/27/2023</i>
Precise Construction	TITLE	DATE

JN

Attachment as Noted

cc: Carolina Santos, Borough Clerk
Precise Construction

PROJECT NO		WLB-01043		DATE :		July 24, 2023						
PAYMENT CERT		Number Five (5)										
OWNER		Borough of West Long Branch										
CONTRACTOR		Precise Construction										
PROJECT		FY 2021 Park Improvements										
N	ORIG CONTR QUANT	UNIT	DESCRIPTION	ORIG UNIT PRICE	ORIG CONTR AMOUNT	ADJUSTED CONTRACT QUANTITY	THIS PERIOD QUANTITY	THIS PERIOD AMOUNT	ADJUSTED CONTR AMOUNT	TO DATE QUANTITY	TO DATE AMOUNT	N
O												O
A1	1.00	LS	Proposal A - Franklin Lake Gazebo	\$97,350.00	\$97,350.00	1.00	0.00	\$0.00	\$97,350.00	1.00	\$97,350.00	A1
			Franklin Lake Gazebo Improvements									
			Total Proposal A		\$97,350.00							
			Proposal B - Owen Park Improvements									
B1	1.00	LS	Clearing Site	\$24,000.00	\$24,000.00	1.00	0.00	\$0.00	\$24,000.00	0.00	\$0.00	B1
B2	100.00	LF	6"x20" Concrete Vertical Curb	\$30.00	\$3,000.00	100.00	0.00	\$0.00	\$3,000.00	0.00	\$0.00	B2
B3	50.00	SY	Concrete Sidewalk, 4" Thick	\$81.00	\$4,050.00	50.00	0.00	\$0.00	\$4,050.00	0.00	\$0.00	B3
B4	50.00	SY	Concrete Driveway Reinforced, 6" Thick	\$135.00	\$6,750.00	50.00	0.00	\$0.00	\$6,750.00	0.00	\$0.00	B4
B5	200.00	LF	Split Rail Fence with Gate	\$42.00	\$8,400.00	200.00	0.00	\$0.00	\$8,400.00	0.00	\$0.00	B5
B6	525.00	SY	DGA Surface Course, 3" Thick	\$12.00	\$6,300.00	525.00	0.00	\$0.00	\$6,300.00	0.00	\$0.00	B6
B7	100.00	MH	Police Traffic Directors	\$97.38	\$9,738.00	100.00	0.00	\$0.00	\$9,738.00	0.00	\$0.00	B7
B8	100.00	SY	Topsoiling, 4" Thick	\$15.00	\$1,500.00	100.00	0.00	\$0.00	\$1,500.00	0.00	\$0.00	B8
B9	100.00	SY	Fertilizing and Seeding, Type G	\$5.00	\$500.00	100.00	0.00	\$0.00	\$500.00	0.00	\$0.00	B9
B10	100.00	SY	Straw Mulch	\$5.00	\$500.00	100.00	0.00	\$0.00	\$500.00	0.00	\$0.00	B10
			Total Proposal B		\$64,738.00							
			Proposal C - Sorrentino Park Improvements									
C1	2,600.00	SY	DGA Surface Course, 3" Thick	\$12.00	\$31,200.00	2,600.00	0.00	\$0.00	\$31,200.00	2,600.00	\$31,200.00	C1
			Total Proposal C		\$31,200.00							
			Alternate A1									
A1-1	1.00	LS	Shirvanian Park Electric Service and Improvements	\$15,700.00	\$15,700.00	1.00	0.25	\$3,925.00	\$15,700.00	1.00	\$15,700.00	A1-1
A1-2	1.00	LS	5 HP Aerator	\$18,500.00	\$18,500.00	1.00	0.50	\$9,250.00	\$18,500.00	1.00	\$18,500.00	A1-2
			Total Alternate A1		\$34,200.00							

PROJECT NO		WLBR-01043	
PAYMENT CERT		Number Five (5)	
OWNER		Borough of West Long Branch	
CONTRACTOR		Precise Construction	
PROJECT		FY 2021 Park Improvements	

		DATE :		July 24, 2023	
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N O	ORIG CONTR QUANT	UNIT	DESCRIPTION	ORIG UNIT PRICE	ORIG CONTR AMOUNT	ADJUSTED CONTRACT QUANTITY	THIS PERIOD		ADJUSTED CONTR AMOUNT	TO DATE		N O
							QUANTITY	AMOUNT		QUANTITY	AMOUNT	
			Supplemental Items									
S-1	0.00	LS	Furnish and Install 50-amp subpanel including all breakers, wiring, conduit & misc. work	\$4,475.00	\$0.00	1.00	0.00	\$0.00	\$4,475.00	1.00	\$4,475.00	S-1
S-2	0.00	LS	Excavation, backfill & restoration for approx. 175 LF from existing panel to new subpanel	\$4,500.00	\$0.00	1.00	0.00	\$0.00	\$4,500.00	1.00	\$4,500.00	S-2
			Total Alternate A1		\$0.00							
			TOTAL " ORIGINAL CONTRACT AMOUNT "		\$227,488.00							
			TOTAL " THIS PERIOD " ESTIMATE					\$13,175.00				
			TOTAL " ADJUSTED CONTRACT AMOUNT "						\$236,463.00			

NOTICE TO PROCEED:		10-May-22	
CONTRACT COMPLETION DATE:		7-Sep-22	
CONTRACT TIME (DAYS):		120	
TIME ELAPSED (DAYS):		440.00	
% TIME ELAPSED:		366.67%	
% WORK COMPLETED:		72.62%	

PREVIOUS PAYMENTS		DATE		TOTAL TO DATE	
CERT NO 1	\$76,322.40	8-Jun-22			\$171,725.00
CERT NO 2	\$9,540.30	21-Jul-22			\$3,434.50
CERT NO 3	\$30,576.00	9-Nov-22			\$168,290.50
CERT NO 4	\$38,940.30	27-Feb-23			\$155,379.00
CERT NO 5	\$0.00				
CERT NO 6	\$0.00				
CERT NO 7	\$0.00				
TOTAL	\$155,379.00				\$12,911.50

LESS TWO PERCENT (2 %) RETAINAGE		
SUBTOTAL		\$168,290.50
LESS PREVIOUS PAYMENT(S)		\$155,379.00
TOTAL AMOUNT DUE THIS ESTIMATE		\$12,911.50

Councilmember offered the following resolution and moved its adoption:

**RESOLUTION APPROVING PAYMENT CERTIFICATE
OF PRECISE CONSTRUCTION**

8/2/23

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

WHEREAS, the Borough Engineer has reported that Payment Certificate No. 5, in the amount of \$12,911.50, 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.5, in the amount of \$12,911.50, as set forth in the Borough Engineer’s letter dated July 27, 2023, 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 2, 2023.

BOROUGH CLERK

Councilmember offered the following resolution and moved its adoption:

**RESOLUTION APPROVING CHANGE ORDER AND PAYMENT CERTIFICATE
OF LANCHA CONSTRUCTION CORP.**

8/2/23

WHEREAS, LANCHA CONSTRUCTION CORP., 3090 Englishtown Road, Jamesburg, NJ 08831, has completed work in connection with the FY 2022 Road Improvements Program; and

WHEREAS, the Borough Engineer has reported that Payment Certificate No. 1, in the amount of \$275,198.70, and Change Order No. 1, which shows a net change of \$0.00, are in proper form and that the stated work has been completed;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of West Long Branch that Payment Certificate No. 1, in the amount of \$275,198.70, is hereby approved; and

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to sign Change Order No.1, which shows a net change of \$0.00; and

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

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

AYES:
NAYS:
ABSENT:
ABSTAIN:

I hereby certify the foregoing to be a true and exact copy of the original resolution as adopted by the West Long Branch Borough Council on August 2, 2023.

BOROUGH CLERK

Councilmember offered the following resolution and moved its adoption:

**RESOLUTION APPROVING AGREEMENT WITH THE
MONMOUTH COUNTY SPCA FOR
ANIMAL CONTROL SERVICES**

8/2/23

WHEREAS, the Borough of West Long Branch is in need of animal control services;
and

WHEREAS, the MONMOUTH COUNTY SOCIETY FOR THE PREVENTION OF
CRULETY TO ANIMALS, a non-profit 501c(3), organization under State and Federal laws,
having principal offices at 260 Wall Street, Eatontown, New Jersey, hereinafter referred to
as the “MCSPCA”, submitted the attached mutual agreement for such services; and

WHEREAS, the Borough wishes to retain the services of the MCSPCA for animal
control for a period beginning the 1st day of August 2023 and ending on the 31st day of
December 2023.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of
West Long Branch that the attached agreement for animal control services between the
Borough of West Long Branch and the Monmouth County SPCA for the provision of animal
control services be and is hereby approved; and

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are hereby
authorized to execute said agreement.

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

AYES:
NAYS:
ABSENT:
ABSTAIN:

I hereby certify the foregoing to be a true and exact copy of the original resolution as
adopted by the West Long Branch Borough Council on August 2, 2023.

BOROUGH CLERK

MONMOUTH COUNTY SPCA

SOCIETY FOR PREVENTION OF CRUELTY TO ANIMALS

LAW ENFORCEMENT DIVISION

260 WALL STREET, EATONTOWN, NEW JERSEY 07724

732-542-0040

FAX: 732-542-4552

THIS AGREEMENT, made this _____ day of _____ by _____ and _____ between the

MONMOUTH COUNTY SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS, a non-profit 501c(3), organization under State and Federal laws, having principal offices at 260 Wall Street, Eatontown, New Jersey, hereinafter referred to as the "MCSPCA" and _____ the Borough of West Long Branch, a municipal corporation of the State of New Jersey, having principal offices at 965 Broadway, West Long Branch NJ 07764 hereinafter, referred to as the "Municipality".

WHEREAS, the Municipality wishes to retain the services of the MCSPCA for animal control for a period beginning the 1st day of August 2023 and ending on the 31st day of December 2023

.

NOW THEREFORE, in consideration of the mutual agreements set forth below, it is agreed that:

1. The MCSPCA shall make their services as independent contractor, as an animal service provider, as hereinafter described, available to the Municipality on a daily basis, during standard business hours, as needed, five (5) days a week. Weekends, Holidays and Night emergency services (after standard day time business hours), will also be provided when necessary on the terms stated bellow. Services are defined as the rescue, custody and care

of injured animals, trapped animals, sick animals, animals whose lives are endangered or animals present a danger to humans, including those who have bitten a person.

For the purpose of this Agreement, marine mammals, feral cat colonies and dead deer are specifically excluded, neither shall the MCSPCA trap, rescue, or relocate or care for geese unless same is in need of veterinary care.

Upon the Municipality's request, or in the case for the need of animal humane and/or Services as defines herein, feral cat colonies will remain the responsibility of the person "caretaker" caring for the cats. If there is a sick, rabid, or injured cat, the MCSPCA will provide services and assistance, and shall be entitled to be reimbursed for all the costs and expenses to said feral cat colony. If the colony is abandoned by the caretaker and the MCSPCA is called to remove any and/or care for the colony, the costs and expenses incurred by the MCSPCA will be in addition to the cost for Services and will be the responsibility of the Municipality. If the Municipality enters into a Memorandum of Understanding (MOU) with the MCSPCA for the purpose of TNR, then all terms of the MOU shall be set forth as agreed upon by the MCSPCA and the Municipality and shall supersede certain terms in this contract.

2. The Municipality will pay the MCSPCA the sum of **\$6,250.00** [5 months] (**\$15,000.00 Annually**) said sum to be prorated on a monthly basis of **\$1,250.00**. Payment for all services, including additional costs and expenses as stated herein, and unless express terms to the contrary are agreed, are due thirty (30) days after presentment of invoice and/or Municipality voucher executed by appropriate party, time is of the essence.
3. It is expressly understood, except as otherwise stated, the services include all the costs and expenses incurred by the MCSPCA or its animal control officer in the maintenance of custodial facilities and vehicle to be used by the animal control officer.

4. Upon a request from the Municipality, the MCSPCA shall respond to an emergency as defined herein. Emergency veterinary treatment will be provided to an ill or injured animal as required by the State Law regulation. The MCSPCA reserves the right in its sole discretion to determine that if the animal requires transportation to an emergency clinic on nights, weekends, or holidays, when our own veterinarians are not available.

If there is no known owner, the cost of in house services shall be covered by the MCSPCA, any expense incurred by the MCSPCA for outside veterinary services will be the responsibility of the Municipality. If the owner is known, the cost and expenses will be bore by the owner.

5. The MCSPCA shall, at the request of an owner of an unwanted animal, render assistance in delivery of said animal to an appropriate humane shelter, including a shelter maintained by the MCSPCA. The MCSPCA will be paid for the cost and expenses of such assistance, which shall be the responsibility of the owner.
6. The MCSPCA shall use reasonable efforts to impound any stray, abandoned or unlicensed dog or cat, running at large on public property within the municipality. When such impoundment occurs, the dog or cat shall be put up for adoption or humanly disposed of, at the sole and exclusive discretion of the MCSPCA, after seven (7) day statutory hold period. It is expressly understood, once the MCSPCA accepts any animal and takes it into custody; it shall become the property of the MCSPCA for the disposition a stated above. The MCSPCA Animal Control Officer (ACO) or MCSPCA Humane Law Enforcement Officer shall issue summons for Municipal Ordinances and NJ Title 4 pertaining to all animal laws that apply under the scope of the ACO's employment. (ie: Dog/Cat licensing, animals running at large, dangerous dog)

7. Upon proof of ownership, any person may redeem his/her animal from the MCSPCA upon payment to the MCSPCA and shall be responsible to pay for any vaccinations and/or necessary medical treatment that the medical team deemed necessary.

Once the ownership is established, and the animal is no longer a stray, regular boarding rates at \$20.00 per day shall be paid to the MCSPCA by the owner prior to the release of the animal. No release or redemption shall be honored unless the owner provides proof of ownership and produces a current municipal dog/cat license if applicable. If an animal is unclaimed after seven (7) days, the MCSPCA shall by law take ownership of the animal and offer the animal for adoption, humanly disposed of or any other disposition that the MCSPCA deems humanely appropriate.

8. Any stray dog, cat or any other animal taken into the custody of the MCSPCA and charged with biting a human being, shall be quarantined for the required period of ten (10) days. The cost and expenses incurred during this period shall be the responsibility of the owner. If no known owner, the costs shall be absorbed by the MCSPCA.
9. Transportation of the head of the animal suspected of rabies to the State department shall be provided by the MCSPCA under the condition that the said animal expired on the premises before the ten (10) day quarantine period referred to above. The fee for removal of the head and deliver for rabies examination will be paid by the owner of the animal or absorbed by the MCSPCA if the owner is unknown.
10. The animal control officer shall be an employee of the MCSPCA. The MCSPCA shall indemnify and hold the Municipality harmless from and against any damage caused by the animal control officer, expressly excluded damage caused by the animal.
11. Removal of an animal, including wildlife, inside a home, apartment building, garage, roof, etc., "residence", is not covered under this agreement. The MCSPCA reserves the right to

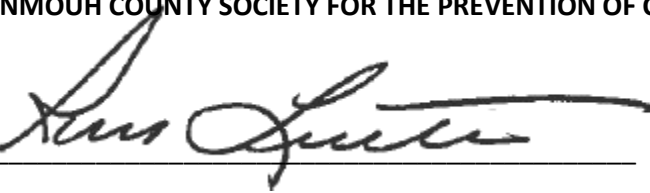
answer/respond to those calls, however, the owner of the premises will be charged \$90.00 per hour during standard business hours and \$118.00 after standard hours. If the nature of the call is deemed by a police officer and/or Code Enforcement Officer to pose a public safety risk, the MCSPCA shall respond at no cost to the owner of the premise.

12. The MCSPCA shall not be responsible for handling deer or any wildlife carcasses. However the MCSPCA shall retrieve infirmed/ injured deer or wildlife at the MCSPCA's discretion.
13. The Municipality will be charged at an additional charge, a boarding fee of \$20.00 per day, payable monthly, for any animal which, upon request of the Municipality as part of a court process or upon order from a court shall impound an animal. The Municipality agrees to expressively seek reimbursement from the costs uncured by the MCSPCA as any judgment from the owner, in the absence as such; the costs shall be the responsibility of the Municipality.
14. The signatory of this document represents that it/he/she possess the requisite authority to bind the public entity further represents the execution of the Agreement is authorized by Municipality.
15. Except for non-payment, this Agreement contract may be terminated during the Term by either party upon sixty (60) days written notice by Certified Mail, Return Receipt Requested, to the other party, in its sole discretion the terminating party may provide an opportunity to cure.
16. It is expressively agreed that the MCSPCA is not obligated to incur any cost, expense or legal fees as a consequence of the failure of the Municipality to timely and fully remit all payment due hereunder; such costs, expenses, legal fees shall be the sole responsibility of the Municipality.
17. The Parties hereto shall indemnify and hold the other harmless from and against any claim, award, cost, expense by any third party, not affiliated in any way employed by either party for any damage or injury caused by the act or omission of the indemnifying party or its agents.

THIS AGREEMENT is a sole expression of the understanding between the parties and may only be modified by a written amendment signed by both parties.

MONMOUTH COUNTY SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS

BY: _____

A handwritten signature in black ink, appearing to read "Ross Licitra", written over a horizontal line.

Ross Licitra
Executive Director

***MUNICIPALITY* Borough of West Long Branch**

BY: _____

ATTEST

Monmouth County Board of County Commissioners

THOMAS A. ARNONE
DIRECTOR

NICK DIROCCO
DEPUTY DIRECTOR

LILLIAN G. BERRY
SUSAN M. KILEY
ROSS F. LICITRA



HALL OF RECORDS
ONE EAST MAIN STREET
FREEHOLD, NJ 07728
TELEPHONE: 732-431-7000

July 12, 2023

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

Dear Ms. Dollinger:

I would like to thank you for your participation in the Commodity Resale agreement with the Monmouth County Office of Shared Services. As liaison to this office, I am proud to say that Monmouth County has developed one of the most successful shared services programs in New Jersey.

The County is constantly working with our shared services partners to find new ways to improve and expand our shared services program. Together, we can help reduce the heavy tax burden on New Jersey residents and preserve the high quality of life our Monmouth County residents deserve.

Through this advantageous program, municipalities, school districts, emergency services departments and institutions of higher education have reduced costs and increased efficiencies while continuing to deliver a high quality of services to their residents.

Attached, please find your existing Commodity Resale agreement as well as a new agreement for your review. Please execute the new agreement and forward with a fully authorized resolution to the Office of Shared Services for execution: One East Main Street, Hall of Records Annex, Freehold, NJ 07728.

Thank you again for participating in the Monmouth County Shared Services Program. Please feel free to contact my office should you have any questions by emailing me at Thomas.Arnone@co.monmouth.nj.us or by calling me at 732-431-7396.

Sincerely,

A handwritten signature in cursive script that reads 'Thomas A. Arnone'.

Thomas A. Arnone
Commissioner Director, Monmouth County

“SEPTEMBER 2d, 1609 THIS IS A VERY GOOD LAND TO FALL IN WITH AND A PLEASANT LAND TO SEE.”

Entry in the log of Henry Hudson's Ship Half Moon made after the Dutch Explorer became
the first European to come ashore in what was later known as Monmouth County

**COMMODITY RESALE AGREEMENT
BETWEEN THE COUNTY OF MONMOUTH (the "COUNTY")
AND
BOROUGH OF WEST LONG BRANCH (the "LOCAL GOVERNMENT ENTITY")**

The County and the Local Government Entity enter into this agreement pursuant to the Rules governing cooperative purchasing, namely *N.J.A.C. 5:34-7.15 et seq.*

IT IS AGREED:

1. **Commodities Offered.** The County will offer the commodities listed on Exhibit A to the Local Government Entity through the Monmouth County Commodity Resale System (SYSTEM IDENTIFIER 99174 – MCCRS).
2. **Amendment to Services Offered.** The County, in its discretion, may amend Exhibit A from time to time, upon approval by the Director of the Division of Local Government Services, if necessary, and written notice to the Local Government Entity.
3. **No Obligation by Local Government Entity.** The Local Government Entity is under no obligation to purchase any commodities offered by the County.
4. **No Obligation by County.** The County is under no obligation to provide a commodity requested by the Local Government Entity if the County is not in a position to honor the request.
5. **Total Cost Undetermined.** The total cost of the commodities to be provided under this agreement cannot be estimated in advance, but will be determined by the extent to which the Local Government Entity avails itself of the commodities available.
6. **Effective Dates.** This agreement shall be in effect from the date it is executed below until September 30, 2028.
7. **Early Termination.** Either party may terminate this agreement, with or without cause, upon thirty (30) days written notice to the other party.
8. **County's Representative.** The County's Administrator or its Director of Public Works and Engineering, or his/her respective designee, will act on behalf of the County with regard to the commodities available to the Local Government Entity.
9. **Local Government Entity's Representative.** The Local Government Entity's [indicate title of one or more authorized representatives] The Borough Administrator, or his/her respective designee, will act on behalf of the Local Government Entity with regard to a request for commodities from the County.

10. **Payment of Invoices.** The Local Government Entity will pay the County for commodities purchased under this agreement within thirty (30) days of the County's invoice for those commodities. If the Local Government Entity disputes a County invoice, the Local Government Entity will pay the undisputed portion and attempt to resolve the remaining portion in accordance with paragraph 11 below.
11. **Disputes.** This Contract 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.
12. **Indemnification.** Each party will indemnify the other party and hold the other party harmless for the negligent or intentional acts of the indemnifying party.
13. **Authority to Execute Agreement.** The execution of this agreement has been duly authorized by the governing bodies of the County and the Local Government Entity.
14. **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.
15. **Notices.** Any notices that are provided pursuant to this agreement shall be in writing (including facsimile and electronic transmissions) and mailed or transmitted or delivered as follows:

To Monmouth County:

County of Monmouth
Address: 1 East Main Street, Freehold NJ 07728
Attn: Office of Shared Services
Email: sharedservices@co.monmouth.nj.us

To the Local Government Entity:

West Long Branch Borough Hall

965 Broadway

West Long Branch, NJ 07764

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

Date: _____

LOCAL GOVERNMENT ENTITY

WITNESS OR ATTEST:

Entity Name

Name (Print):
Title (Print):

By: _____
Name:
Title:

Date: _____

EXHIBIT A

MONMOUTH COUNTY COMMODITY RESALE SYSTEM

Commodities available:

- Gasoline
- Diesel fuel
- Snow removal chemicals
- Public works materials and supplies, including road and roadway construction materials
- Such other materials as may be approved by the Director of the Division of Local Government Services

Pricing:

It is the intent that the County will recoup its actual costs, but no profit. Therefore, the cost of the commodities shall be the actual cost paid by the County for the commodities plus a modest administrative fee, as quoted by the County.

Procedure:

If the Local Government Entity is interested in purchasing a commodity through the County's Commodity Resale System, the Local Government Entity will submit a completed Request Form to the County. If the County is able to honor the request, the County will approve the request and issue a price quotation. The Local Government Entity will then decide, at its option, whether or not to complete the requested purchase, at the price(s) quoted by the County.

Councilmember offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE EXECUTION OF A COMMODITY
RESALE AGREEMENT WITH THE COUNTY OF MONMOUTH**

8/2/23

WHEREAS, N.J.A.C. 5:34-7.15 authorizes local contracting units to enter into
Commodity Resale Agreements for the purchase of certain commodities from other
contracting units; and

WHEREAS, the County of Monmouth has authorized the renewal of the Monmouth
County Commodity Resale System (SYSTEM IDENTIFIER 99174 – MCCRS), for the period
of October 1, 2023, through September 30, 2028; and

WHEREAS, it would be in the best interest of the Borough of West Long Branch to
become or remain a member of the Monmouth County Commodity Resale System for that
period;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of
West Long Branch that the Mayor and Borough Clerk be and they are hereby authorized to
execute the attached Commodity Resale Agreement with the County of Monmouth; and

BE IT FURTHER RESOLVED that the Borough Clerk is hereby directed to forward a
certified copy of this resolution, along with the executed Commodity Resale Agreement to
the Clerk of the Board of Chosen Freeholders, County of Monmouth, Hall of Records, 1 East
Main Street, Freehold, New Jersey 07728.

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 2, 2023.

BOROUGH CLERK

Councilmember offered the following resolution and moved its adoption:

**RESOLUTION APPROVING SUMMER CONCERT SERIES
CONTRACT WITH “AFTER THE REIGN”**

8/2/23

WHEREAS, the West Long Branch Recreation Commission solicited a contract from AFTER THE REIGN to perform as part of the 2023 Summer Concert Series; and

WHEREAS, JOHN STREVENS, the representative of the band, submitted the attached Engagement Contract for a performance by AFTER THE REIGN on Friday, August 18th, at 7:00 PM, at Franklin Lake, at a cost of \$2000.00; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of West Long Branch that the attached Engagement Contract for a performance by AFTER THE REIGN on Friday, August 18th, at 7:00 PM, at Franklin Lake, at a cost of \$2000.00, be approved;

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

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

BE IT FURTHER RESOLVED that this resolution shall be deemed part of, and an addendum to, the Engagement Contract with AFTER THE REIGN 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 August 2, 2023.

BOROUGH CLERK

AFTER THE REIGN
PERFORMANCE CONTRACT

This contract (the "Agreement") is made on August 2, 2023, between the Borough of West Long Branch and After The Reign Band LLC for the hiring of Band as independent contractors to perform at Franklin Lake Park W. Long Branch, NJ

It is agreed as follows:

1. **Place, date, and time of Show.** The parties agree that the time and place of Show will be on Aug 18 2023
2. **Description of Show.** Show will be a musical performance with musical content decided by After the Reign. Show will last be from 7pm until 9 pm
3. **Payment.** Compensation for the Show will be \$2000.00 after the Band's show but may be made earlier.
4. **Cancellation.** Cancellation may be made by Operator before 7 days prior to the time of Show, If Show is cancelled within that time of Show, Operator must pay Band's full Fee.
5. N.A
6. N.A.
7. N.A
8. **Parking.** Operator will secure sufficient parking for Band's within a reasonably convenient distance to Venue for a minimum period of 2 hours prior to the show and lasting until 1 hour after the show.
10. **Security, Health, and Safety.** Operator warrants that Venue will be of sufficient size to safely conduct Show, that Venue is of stable construction and sufficiently protected from weather, and that there will be adequate security and/or emergency medical responders available if foreseeably necessary. Operator maintains sufficient personal injury/property insurance for Venue sufficient to cover foreseeable claims.
11. **Indemnification.** Operator indemnifies and holds Band harmless for any claims of property damage or bodily injury caused by Show attendees.
12. **Arbitration settles disputes.** All claims or disputes by either party from or under this Agreement will be submitted to arbitration using the service located at URL resource locator: <http://www.judge.me> (the "Arbitration Service") and according to the rules of that Arbitration Service. Any court that would otherwise have had jurisdiction over the dispute will enforce both settlement by the Arbitration Service and any arbitration award. Parties will be their own costs,

save that any fee charged by Arbitration Service to submit the case to Arbitration Service may be recovered from the other party in a arbitration award.

13. **Severability.** If any portion of Agreement is in conflict with any applicable law, such portion will become inoperative, but all other portions of Agreement will remain in force.

14. **Interpretation.** Agreement will be interpreted according to the laws of New Jersey.

15. **Riders.** Nothing in Agreement shall prevent any rider from being added to Agreement that is favorable to Band, as judged by Band. All riders must be in writing and signed by the party against whom enforcement is sought.

The below-signed Band Representative warrants s/he has authority to enforce ably sign this agreement for Band in its entirety. The below signed Operator's Representative warrants s/he has authority to bind Operator and Venue (above).

Signature of Band Representative: John Strevens June 22 2023

Band's Representative typed name and title: John Strevens

Band's typed name: AFTER THE REIGN

Operator's Representative Signature: _____ August 2, 2023

Mayor Janet W. Tucci

Councilmember offered the following resolution and moved its adoption:

8/2/23

RESOLUTION HIRING FULL-TIME OFFICE PERSONNEL

WHEREAS, there is a vacancy in the position of Office Personnel for Borough Hall;
and

WHEREAS, the Finance and Administration Committee and Borough Administrator
recommend hiring DAWN DUPREX, at the rate of \$35,000 per year, commencing at the
earliest possible date to assist with coverage and the workload in Borough Hall;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of
West Long Branch that DAWN DUPREX be hired as full-time office personnel to work in
Borough Hall commencing at the earliest possible date at the rate of \$35,000 per 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 August 2, 2023.

BOROUGH CLERK

Councilmember offered the following resolution and moved its adoption:

8/2/23

RESOLUTION APPOINTING ACTING CHIEF OF POLICE

WHEREAS, PAUL HABERMANN is the Chief of Police in the Borough of West Long Branch; and

WHEREAS, PAUL HABERMANN is retiring from his position of Chief of Police on October 1, 2023 and, based on accrued time, will cease working in that capacity on August 7, 2023; and

WHEREAS, the Borough Council of the Borough of West Long Branch wishes to appoint Lieutenant MARLOWE BOTTI to serve as the Acting Chief of Police, in the absence of the Chief of Police; and

WHEREAS, Lieutenant MARLOWE BOTTI is qualified to manage the responsibilities of the office of the Chief in the Chief’s absence.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of West Long Branch that Lieutenant MARLOWE BOTTI hereby be appointed as the Acting Chief of Police, to serve in the absence of the Chief of Police.

BE IT FURTHER RESOLVED that the appointment of MARLOWE BOTTI to Acting Chief of Police is effective August 8, 2023.

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 2, 2023.

BOROUGH CLERK

Councilmember offered the following resolution and moved its adoption:

**RESOLUTION ADJUSTING PAY RATE FOR SUMMER RECREATION COUNSELORS
PARTICIPATING IN PROJECT-BASED RECORDS RETENTION**

8/2/23

WHEREAS, there is a need for clerical assistance at Borough Hall for records retention; and

WHEREAS, a number of counselors currently employed by the Borough for the Summer Recreation Program expressed interest in participating in the records retention project at the conclusion of the Summer Recreation Program; and

WHEREAS, the Borough Council of the Borough of West Long Branch recommends that any such counselor willing to participate in the records retention project following the conclusion of the Summer Recreation Program be compensated at a rate of \$18.00/hour.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of West Long Branch that any currently employed Summer Recreation Program Counselor who wishes to participate in the records retention project, following the conclusion of the Summer Recreation Program, shall be compensated at a rate of \$18.00/hour.

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 2, 2023.

BOROUGH CLERK

Councilmember offered the following resolution and moved its adoption:

8/2/23

RESOLUTION APPROVING BOROUGH CLERK CONTRACT

WHEREAS, CAROLINA SANTOS was appointed to the position of Borough Clerk on July 5, 2023 via Resolution No. R-23-98 *Resolution Appointing Borough Clerk*; and

WHEREAS, CAROLINA SANTOS was appointed for a three-year term effective July 5, 2023 through July 4, 2026; and

WHEREAS, the Borough does hereby engage and retain the services of CAROLINA SANTOS to continue to serve as the Borough Clerk for the Borough of West Long Branch, which employment is subject to the conditions listed in the attached contract.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of West Long Branch that the annexed form of contract entitled “WEST LONG BRANCH BOROUGH CLERK CONTRACT” be and the same is hereby approved, and the Mayor is hereby authorized to sign the same on behalf of the Borough.

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

AYES:
NAYS:
ABSENT:
ABSTAIN:

I hereby certify the foregoing to be a true and exact copy of the original resolution as adopted by the West Long Branch Borough Council on August 2, 2023.

BOROUGH CLERK

WEST LONG BRANCH BOROUGH CLERK CONTRACT

THIS AGREEMENT is made this 2nd day of August 2023, at the Borough of West Long Branch, State of New Jersey, between the BOROUGH OF WEST LONG BRANCH, hereinafter referred to as the "Borough", a municipal corporation of the State of New Jersey, and CAROLINA SANTOS hereinafter referred to as "SANTOS".

The Borough does hereby engage and retain the services of SANTOS to serve as the Borough Clerk for the Borough of West Long Branch, which employment is subject to the following conditions:

1. The Borough agrees to pay SANTOS an annual salary in 2023, retroactive to January 1, 2023, of \$80,000.
2. Any future annual salary of SANTOS, together with any other benefits such as paid days off, shall be as fixed by the Governing Body in its annual salary ordinance and/ or resolution.
3. The salary referenced above shall be paid in semimonthly installments with all standard deductions (i.e., federal tax, state tax, social security, pension and life insurance) being deducted.
4. The initial appointment of SANTOS as BOROUGH CLERK shall begin on July 5, 2023, and continue until July 4, 2026 [3 years minus one day from date above per N.J.S.A. 40A:9-133a]. It is understood and agreed that the balance of the terms of this contract will continue in full force and effect upon any reappointment of SANTOS as Borough Clerk, unless such reappointment shall include a subsequently negotiated employment term not set forth herein.
5. SANTOS shall be entitled to thirteen (13) sick days per year. Any sick time not used will carry over to the following year. Upon retirement, SANTOS will not receive a lump sum payment for unused sick days.
6. SANTOS shall be entitled to the following vacation time:
 - a. Two weeks in each calendar year from the first through the fifth year of employment.
 - b. Three weeks per calendar year running from the sixth through tenth years of employment.
 - c. Four weeks per calendar year running from the eleventh through twentieth years of employment.
 - d. Five weeks per calendar year running from the twenty-first year of employment and running through Santos' retirement or termination of employment.

- e. SANTOS shall be permitted to carry over a maximum of two (2) weeks of unused vacation time into the following year, with the express proviso that all carried-over vacation time, together with the vacation time for the following year, must be used in that year. For example, if SANTOS has unused vacation time in year number three, she may carry a maximum of two weeks over into year number four, however, she must use in year number four.
- 7. SANTOS shall be entitled to one personal leave day for every four (4) months worked. This personal leave may not exceed three (3) days per year, nor may any personal days be carried over from any prior year. If not used, such personal days will be lost.
- 8. By her signature hereto, SANTOS expressly waives any right or entitlement to longevity benefits as a result of any prior governmental employment with an entity other than the Borough of West Long Branch.
- 9. SANTOS shall be on duty at Borough Hall at all times during business hours {Ord. 2-7.a}
- 10. SANTOS shall be entitled to all holidays off which are holidays for the administrative staff of the West Long Branch Borough.
- 11. DUTIES of BOROUGH CLERK:

SANTOS shall perform the duties as set forth in Borough Ordinance 2-7 .1, any subsequent amendments to the same, and any other borough ordinances fixing the duties of the borough clerk; and as may be prescribed by state law, including, but not limited to, those duties prescribed in N.J.S.A. 40A:9-133e.
- 12. SANTOS shall attend all meetings of the Mayor and Council, and any meetings of any committee or subcommittee of the Borough Council when requested. She shall also attend any court or hearing procedures when the Mayor, Council, Administrator, or Attorney representing the Borough requests her presence.
- 13. SANTOS shall make herself available for emergencies (in person) or when otherwise needed (by phone) to the Mayor, Council, the Borough Administrator, any attorney representing the Borough, the Borough Engineer, the Police Chief or his designee, and all Department Heads.

14. SANTOS shall receive the same health insurance benefits as other borough employees, and she shall be charged in the same way as other borough employees for her portion of the premiums. SANTOS was hired prior to December 31, 2019, and therefore remains entitled to lifetime health benefits upon retirement of twenty-five years or more in service to the Borough.

IN WITNESS WHEREOF, the parties have affixed their signatures below, agreeing to the terms herein.

BOROUGH OF WEST LONG BRANCH

CAROLINA SANTOS

By: _____
JANET W. TUCCI, Mayor

Councilmember offered the following resolution and moved its adoption:

8/2/23

RESOLUTION AUTHORIZING DISPOSAL OF SURPLUS PROPERTY

WHEREAS, the Borough of West Long Branch is the owner of certain surplus property which is no longer needed for public use; and

WHEREAS, the Borough is desirous of selling said surplus property in an “as is” condition without express or implied warranties.

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

(1) The sale of the surplus property shall be conducted through direct sale to HOWELL GUN WORKS LLC.

(2) In accordance with the provisions of Title I, Gun Control Act of 1968, and the regulations issued thereunder (27 CFR Part 478), the Borough is permitted to engage in the business specified in in the Federal Firearms License belonging to HOWELL GUN WORKS LLC, within the limitations of Chapter 44, Title 18, United States Code, and the regulations issued thereunder, until the expiration date of said license.

(3) A list of the surplus property from the Police Department handgun inventory, completed on 04/24/2023, to be sold is as follows:

- a. SIG SAUER P229’S (Quantity: 19 Firearms/50 Magazines)
Serial Numbers: AAU03125 - AEU06664 - AGU03701 - AGU03704
AGU01392 - AGU03710 - AGU03703 - AGU04615 - AGU04618 -
AM40889 AM40251 - AGU03712 - AGU04625 - AGU04043 -
AGU03702 - AGU03700 AEU06893 - AGU04627 - AGU03697
- b. BERETTA 85F (Quantity: 1)
Serial Number: F26220Y
- c. BERETTA 96G (Quantity 5 Firearms/6 Magazines)
Serial Numbers: BER214414 - BER259916 - BER214354
BER218940 - BER214415

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 2, 2023.

BOROUGH CLERK

Councilmember offered the following resolution and moved its adoption:

**RESOLUTION RELEASING ESCROW FEES FOR
WLB SHOPPING CENTER (197-199 WALL STREET)**

8/2/23

WHEREAS, WLB SHOPPING CENTER posted escrow fees in connection with improvements on the property located on 197-199 Wall Street, known as Lots 43, 33, 45, and 46 in Block 19; and

WHEREAS, WLB SHOPPING CENTER has requested the balance of their escrow fees be refunded as the property has since been sold to a new owner; and

WHEREAS, the C.F.O. advised that there is a total balance of \$1,643.77 in their escrow account and recommends its release;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of West Long Branch that the sum of \$1,643.77 and any additional accrued interest be refunded to WLB SHOPPING CENTER, ATTN: Linda Brenner, 197-199 Wall Street, West Long Branch, New Jersey 07764; and

BE IT FURTHER RESOLVED that the appropriate Borough Officials are authorized to take action 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 2, 2023.

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
 Vendors: All Include Non-Budgeted: Y
 Rcvd Batch Id Range: First to Last

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
22-01065	08/22/22	E0068	Elite Emergency Lights LLC	PD EST#: C07553	Open	16,437.93	0.00
22-01433	10/26/22	K0047	KEYPORT ARMY + NAVY	DPW UNIFORMS EST#: 3755	Open	987.70	0.00
22-01672	12/06/22	K0047	KEYPORT ARMY + NAVY	PUBLIC WORKS UNIFORM ORDER	Open	2,719.12	0.00
23-00379	03/20/23	KUBEP005	KUBE PAK	FLORAL ORDER #: 390924	Open	910.90	0.00
23-00425	03/23/23	U0035	ULINE SHIPPING SUPPLIES	MODEL# H-2673BL	Open	1,311.42	0.00
23-00445	03/27/23	H0027	HOME DEPOT - CREDIT SERVICES	THORNE PARK INV#: 1611022	Open	183.96	0.00
23-00520	04/11/23	P0112	PROVANTAGE	PB ZB OFFICE SUPPLIES	Open	946.73	0.00
23-00543	04/18/23	A0028	ARNOLDS PLUMBING & HEATING INC	LIBRARY INVOICE NO. 030096	Open	1,350.00	0.00
23-00563	04/25/23	E0028	EAGLE POINT GUN SHOP	Case bc9nt3 federal 100g 9mm	Open	383.69	0.00
23-00569	04/25/23	H0027	HOME DEPOT - CREDIT SERVICES	INVOICE 4610244	Open	440.80	0.00
23-00639	05/11/23	M0054	BCM ONE	INVOICE# 5038929	Open	3,207.40	0.00
23-00664	05/16/23	P0025	PARTY PERFECT RENTALS	ROARING RAPIDS 7/7/23	Open	850.00	0.00
23-00665	05/16/23	P0025	PARTY PERFECT RENTALS	LAVA RUSH SLIDE 6/30/2023	Open	1,000.00	0.00
23-00666	05/16/23	P0025	PARTY PERFECT RENTALS	DOUBLE LANE WIPEOUT 7/21/2023	Open	875.00	0.00
23-00678	05/18/23	G0092	GOPHER	OUTDOOR SUMMER REC SUPPLIES	Open	2,024.41	0.00
23-00690	05/18/23	S0070	STAPLES ADVANTAGE	CLERK OFFICE SUPPLIES	Open	167.34	0.00
23-00697	05/24/23	A0182	AMAZON CAPITAL SERVICES, INC.	PLANNING AND ZONING SUPPLIES	Open	289.15	0.00
23-00703	05/24/23	RIZZO005	RIZZO'S WILDLIFE DISCOVERY LLC	WILDLIFE PROGRAM VISIT JULY 25	Open	950.00	0.00
23-00717	05/31/23	B0037	BOROUGH CHEMICAL & TRUCK CO	2023 RENT FIREHOUSE #1	Open	5,000.00	0.00
23-00722	05/31/23	N0112	NEW JERSEY FIRE EQUIPMENT CO	FLOW TESTING QUOTE#: 20778	Open	1,662.04	0.00
23-00727	05/31/23	J0011	JOHN GUIRE SUPPLY LLC	DPW INVOICES, VARIOUS	Open	414.04	0.00
23-00732	05/31/23	EYEME005	EYEMED	EYE COVERAGE MAY 2023	Open	67.34	0.00
23-00733	05/31/23	EYEME005	EYEMED	EYE COVERAGE JUN 2023	Open	67.34	0.00
23-00754	06/06/23	G0078	GEESE PATROL	GEESE 05/18-06/18 2023	Open	1,945.00	0.00
23-00774	06/14/23	B0067	BOUND TREE MEDICAL LLC	EMS SUPPLIES	Open	1,955.79	0.00
23-00776	06/14/23	N0022	NJ INK SHOP,LLC	CAMP TSHIRT ORDER	Open	1,734.37	0.00
23-00785	06/14/23	S0214	SANITATION EQUIPMENT CORP	INVOICE NO. 61954	Open	204.60	0.00
23-00788	06/14/23	N118	NEW JERSEY GRAVEL & SAND	TICKET NO. 177772	Open	256.00	0.00
23-00796	06/22/23	F0019	FLOWERS BY VAN BRUNT	FIRE DEPT MEMORIAL DAY FLOWERS	Open	65.00	0.00
23-00798	06/22/23	N0005	NAPA AUTO PARTS CENTER	DPW INVOICES, VARIOUS	Open	370.67	0.00
23-00800	06/22/23	D0125	DELISA WASTE SERVICES	MAY 2023 - RECYCLING	Open	2,962.52	0.00
23-00803	06/22/23	F0066	FOSTER & COMPANY, INC.	QUOTE #: 74126 WASP/HORNETSPRY	Open	163.11	0.00
23-00804	06/22/23	J0050	JUNGLE LASERS, LLC	INVOICE NO. 61225 FIRE DASHBD	Open	1,200.00	0.00
23-00805	06/22/23	H0027	HOME DEPOT - CREDIT SERVICES	DPW FLAGPOLE INV#: 9610817	Open	14.94	0.00
23-00806	06/22/23	ACADE005	ACADEMIC ENTERTAINMENT, INC.	HUMAN BOARD GAME JULY 13, 2023	Open	1,995.00	0.00
23-00822	06/23/23	S0070	STAPLES ADVANTAGE	POLICE DEPARTMENT - FOLDERS	Open	134.54	0.00
23-00826	06/23/23	O0054	OCEAN TOOLS, LLC	DPW INV#: 062223122182Q	Open	5,200.00	0.00
23-00828	06/23/23	H0027	HOME DEPOT - CREDIT SERVICES	DPW INVOICES, VARIOUS	Open	219.57	0.00
23-00831	06/23/23	N0049	NJ ST ASSN OF CHIEFS OF POLICE	TRAINING LT. BURTON 6/15/2023	Open	250.00	0.00
23-00834	06/27/23	J0011	JOHN GUIRE SUPPLY LLC	INV. NO. 137996 DPW	Open	27.45	0.00
23-00835	06/27/23	N0005	NAPA AUTO PARTS CENTER	MULTIPLE INVOICES DPW	Open	339.68	0.00
23-00838	06/27/23	G0087	GLENCO SUPPLY INC	INVOICE NO. 31102 DPW	Open	436.00	0.00
23-00839	06/27/23	ROSEA005	ROSEANNE MANGANELLI	YOGA IN THE PARK	Open	450.00	0.00
23-00840	06/27/23	ROSEA005	ROSEANNE MANGANELLI	YOGA IN THE PARK	Open	400.00	0.00
23-00842	06/27/23	A0182	AMAZON CAPITAL SERVICES, INC.	Borough office supplies	Open	288.87	0.00
23-00843	06/28/23	CHRIS005	CHRISTY FERNANDEZ	2023 QUARTER 1 AND 2 ROC	Open	200.00	0.00
23-00845	06/28/23	O0047	OLIWA & COMPANY	AUDITOR DEC 2022 - JUN 2023	Open	4,900.00	0.00
23-00854	06/28/23	S0012	SEABOARD WELDING	EMS INVOICES 2152148 & 2152236	Open	539.30	0.00

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
23-00855	06/28/23	W0076	WARSHAUER GENERATOR,LLC	GENERATORS - ALL BUILDINGS	Open	6,800.00	0.00
23-00856	06/28/23	AVAYA005	FIRST-CITIZENS BANK & TRUST CO	INVOICE NO. 42652898	Open	187.60	0.00
23-00861	06/28/23	PEACH005	PEACHES & ICE CREAM	ICE CREAM SOCIAL 06/26/2023	Open	318.00	0.00
23-00864	06/28/23	C0195	CASA REPORTING SERVICE	MAY 2023 CASA CHARGES	Open	124.80	0.00
23-00866	06/28/23	E0016	EDC ELECTRIC	pd invoice no. 23a279	Open	775.00	0.00
23-00867	06/28/23	C0008	CARUSO & BAXTER	MONTHLY RETAINER JUL-DEC 2023	Open	5,975.00	0.00
23-00868	06/28/23	I0034	MICHAEL IRENE, JR.	ZB RETAINER JUL - DEC 2023	Open	857.00	0.00
23-00869	06/28/23	I0034	MICHAEL IRENE, JR.	PB RETAINER JUL - DEC 2023	Open	857.00	0.00
23-00870	06/28/23	E0067	PAUL R. EDINGER	PUBLIC DEFENDER JUN-DEC 2023	Open	400.00	0.00
23-00871	06/28/23	SEANK005	SEAN KEAN	PROSECUTOR JUL - DEC 2023	Open	1,487.50	0.00
23-00874	07/05/23	I0034	MICHAEL IRENE, JR.	ZONING BOARD INVOICES	Open	3,239.00	0.00
23-00875	07/06/23	G0078	GEESE PATROL	GEESE 6/18-7/18 2023	Open	1,945.00	0.00
23-00876	07/06/23	T0015	THOMAS PLANNING ASSOC LLC	AFFORDABLE HOUSING - SHAHEEN	Open	187.50	0.00
23-00877	07/06/23	V0027	VERIZON *	ACCT NO. 342213956-00001	Open	1,662.60	0.00
23-00878	07/06/23	S0070	STAPLES ADVANTAGE	DPW SUPPLIES	Open	40.48	0.00
23-00879	07/06/23	BLUEHARB	BLUE HARBOR TELECOM	EMS INVOICE BHT-1674100-43	Open	251.44	0.00
23-00880	07/06/23	K0012	KELLY WINTHROP LLC	DEER REMOVAL INV#: 300	Open	74.00	0.00
23-00881	07/06/23	D0125	DELISA WASTE SERVICES	JUNE 2023 - TIPPING 16-30	Open	14,812.22	0.00
23-00882	07/06/23	J0063	JERSEY AUTO SPA CAR WASH, LLC	POLICE CAR WASHES, VARIOUS	Open	843.49	0.00
23-00883	07/06/23	M0161	UNITED SITE SERVICES (MR JOHN)	TEMP RESTROOMS INV:# 6762464	Open	603.48	0.00
23-00884	07/06/23	N0029	NEW JERSEY AMERICAN WATER CO.	ACCT NO. 1018-210041401043	Open	10,325.36	0.00
23-00886	07/06/23	J0042	JERSEY CENTRAL POWER & LIGHT	VARIOUS ACCOUNTS	Open	10,659.86	0.00
23-00888	07/07/23	M0252	MAZZA RECYCLING SERVICES, LTD.	INVOICE# 0000880668	Open	78.00	0.00
23-00890	07/07/23	K0049	KONICA MINOLTA BUSINESS SOLU.	COPIER INV#: 287940151	Open	101.13	0.00
23-00891	07/07/23	C0083	COMCAST & XFINITY *	ACCT NO. 8499 05 216 00426	Open	324.24	0.00
23-00892	07/07/23	C0083	COMCAST & XFINITY *	ACCT NO. 8499 05 216 0043313	Open	347.87	0.00
23-00894	07/07/23	C0083	COMCAST & XFINITY *	ACCT NO. 8499 05 216 0041994	Open	287.79	0.00
23-00895	07/07/23	C0083	COMCAST & XFINITY *	ACCT NO. 8499 05 216 0050458	Open	70.07	0.00
23-00896	07/07/23	J0042	JERSEY CENTRAL POWER & LIGHT	ACCT NO. 100 153 953 599	Open	14.68	0.00
23-00897	07/07/23	M0010	MONMOUTH COUNTY ASSESSOR ASSOC	SCOTT IMBRIACO 2023 DUES	Open	150.00	0.00
23-00898	07/07/23	P0117	PLOSIA COHEN LAW FIRM	JUN INV#: 53298	Open	90.00	0.00
23-00899	07/07/23	M0054	BCM ONE	INVOICE NO. 5272001	Open	3,269.85	0.00
23-00900	07/07/23	Z0016	ZAMBELLI FIREWORKS MFG. CO	2023 FIREWORKS BILL 2 OF 2	Open	12,000.00	0.00
23-00901	07/07/23	F0066	FOSTER & COMPANY, INC.	DPW INV #: 919952	Open	47.74	0.00
23-00902	07/07/23	K0050	KONICA MINOLTA PREMIER FINANCE	INV#: 79414734 & 79208289	Open	398.37	0.00
23-00903	07/07/23	J0052	JERSEY ELEVATOR	ELEVATOR INVOICES	Open	281.98	0.00
23-00904	07/07/23	ALLIS005	ALLISON PEST CONTROL, LLC	LIBRARY SERVICE INV#: 483577	Open	300.00	0.00
23-00905	07/07/23	A0028	ARNOLDS PLUMBING & HEATING INC	PD BLDG. LADIES BR INV: 030472	Open	279.25	0.00
23-00907	07/07/23	A0078	AUTOMATED BLDG CONTROLS, INC.	PD INVOICE NO. S40373A	Open	1,704.53	0.00
23-00908	07/07/23	S0011	SEABOARD FIRE AND SAFETY	FIRE DEPT INV#: 199073437	Open	274.00	0.00
23-00909	07/07/23	TELET005	TELETRAC NAVMAN	DPW INV#: 92846034	Open	189.50	0.00
23-00911	07/07/23	E0016	EDC ELECTRIC	VALENZANO INV#: 23A337	Open	788.00	0.00
23-00912	07/07/23	M0212	MONMOUTH COUNTY SPCA	MAY 2023 SPCA BILL	Open	320.00	0.00
23-00914	07/07/23	W0038	W.B. MASON CO. INC.	LIBRARY SUPPLIES	Open	94.16	0.00
23-00915	07/07/23	S0027	SIP'S PAINT AND HARDWARE	INVOICE 41327 DPW	Open	36.88	0.00
23-00916	07/07/23	S0012	SEABOARD WELDING	INVOICE NO. 955259	Open	18.50	0.00
23-00917	07/07/23	M0252	MAZZA RECYCLING SERVICES, LTD.	INVOICE NO. 0000881682	Open	444.57	0.00
23-00918	07/07/23	A0028	ARNOLDS PLUMBING & HEATING INC	INVOICE NO. 030471	Open	527.79	0.00
23-00919	07/07/23	H0027	HOME DEPOT - CREDIT SERVICES	NEW BLIND FOR LADIES BATHROOM	Open	19.48	0.00
23-00922	07/10/23	E0077	E.M. WATERBURY	ZONING BOARD INVOICES	Open	3,565.00	0.00
23-00924	07/10/23	T0015	THOMAS PLANNING ASSOC LLC	PLANNING BOARD INVOICES	Open	900.00	0.00
23-00926	07/10/23	L0072	LANGUAGE LINE SERVICES	COURT INTERPRETER - JUN 2023	Open	34.00	0.00
23-00929	07/10/23	P0025	PARTY PERFECT RENTALS	CARNIVAL DAY 07/11/2023	Open	3,225.00	0.00
23-00930	07/10/23	P0025	PARTY PERFECT RENTALS	WILD WAVE POOL 7/14/2023	Open	775.00	0.00

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type	
23-00932	07/10/23	P0025	PARTY PERFECT RENTALS	PURPLE CRUSH POOL 7/28/2023	Open	775.00	0.00	
23-00933	07/10/23	C0053	CITY OF LONG BRANCH	GAS/DIESEL - JUN. 2023	Open	7,322.68	0.00	
23-00934	07/12/23	CASAP005	Casa Payroll Service	JUN (2) INV# 1190499	Open	338.20	0.00	
23-00937	07/12/23	M0014	MONMOUTH COUNTY TREASURER	POSTAGE PRIMARY 2023	Open	481.23	0.00	
23-00938	07/12/23	CASAP005	Casa Payroll Service	JUL (1) INV# 1191820	Open	273.60	0.00	
23-00941	07/12/23	ZOHOC005	ZOHO Corporation	ZOHO 2023 RENEWAL	Open	310.00	0.00	
23-00942	07/12/23	G0130	GENERAL CODE	NJMC STUDY GUIDE ANNUAL SUB	Open	49.00	0.00	
23-00943	07/12/23	S0070	STAPLES ADVANTAGE	POLICE STAPLES ORDER	Open	213.64	0.00	
23-00944	07/12/23	B0142	B&H PHOTO & ELECTRONICS	POLICE SAM. 2TB 970 EVO PLUS	Open	99.49	0.00	
23-00945	07/13/23	W0038	W.B. MASON CO. INC.	CLEANING CREW SUPPLIES	Open	221.36	0.00	
23-00946	07/18/23	T0058	T&M ASSOCIATES	T&M INV 6/15/23 RECVD 7/14/23	Open	4,795.56	0.00	
23-00947	07/18/23	T0058	T&M ASSOCIATES	T&M INV 4/25/23 RECVD 7/14/23	Open	8,292.41	0.00	
23-00948	07/18/23	T0058	T&M ASSOCIATES	T&M INV 5/22/23 RECVD 7/14/23	Open	11,961.36	0.00	
23-00950	07/18/23	D0125	DELISA WASTE SERVICES	JUL 2023 - TIPPING 1-15	Open	12,595.44	0.00	
23-00951	07/18/23	T0001	TWO RIVERS WATER RECLAMATION	WLB SEWER BILLS QTR 3 2023	Open	630.00	0.00	
23-00952	07/18/23	V0027	VERIZON *	ACCT NO. 450-775-017-0001-28	Open	191.20	0.00	
23-00953	07/18/23	N0029	NEW JERSEY AMERICAN WATER CO.	ACCT NO. 1018-220032426588	Open	234.80	0.00	
23-00955	07/18/23	G0117	GRAINGER	PUBLIC WORKS ORDERS (X2)	Open	227.97	0.00	
23-00956	07/18/23	S0206	SH TECHNICAL SERVICES, INC.	PD INVOICE NO. 178489 LIBERT	Open	458.00	0.00	
23-00957	07/18/23	G0001	G&M TROPHY COMPANY	CHIEF RET. BADGE INV#: 9383-A	Open	249.00	0.00	
23-00958	07/18/23	S0070	STAPLES ADVANTAGE	POLICE DEPT. SUPPLY ORDER	Open	79.35	0.00	
23-00959	07/18/23	B0162	KEITH BRUMMER TREE & FIREWOOD	TREE INVOICE #: 2014	Open	2,000.00	0.00	
23-00961	07/18/23	PROJA005	PRO JANITORIAL SERVICES, LLC	JANITORIAL - JUL 2023	Open	2,700.00	0.00	
23-00962	07/18/23	B0021	ATLANTIC PRINTING & DESIGN	TAX ENVELOPES INV#: 2232969	Open	742.80	0.00	
23-00963	07/18/23	INSTF005	INST. FOR PROF DEVELOPMENT	OPRA WEBINAR FOR CLERK 8/2/23	Open	50.00	0.00	
23-00964	07/18/23	C0062	CENTRAL JERSEY HEALTH INS FUND	HEALTH BENEFITS - AUG 2023	Open	111,632.00	0.00	
23-00965	07/18/23	D0125	DELISA WASTE SERVICES	JUN 2023 - TIPPING	Open	3,058.83	0.00	
23-00966	07/18/23	D0015	DELTA DENTAL PLAN OF N.J.	DENTAL PREMIUMS - AUG 2023	Open	1,896.33	0.00	
23-00967	07/18/23	P0044	PITNEY BOWES, INC.	POSTAGE INV#: 102447935	Open	1,481.70	0.00	
23-00968	07/18/23	J0011	JOHN GUIRE SUPPLY LLC	DPW INV#: 141941 HOSE REPAIR	Open	371.26	0.00	
23-00970	07/18/23	D0125	DELISA WASTE SERVICES	JUN 2023 - GARBAGE	Open	25,000.00	0.00	
23-00972	07/18/23	RUTGE010	RUTGERS, THE STATE UNIVERSITY	EXCEL 1 & 2 ONLINE COURSES GT	Open	290.00	0.00	
23-00975	07/18/23	A0038	ALLIED FIRE & SAFETY	FIRE INSPECTION INVOICES	Open	2,324.10	0.00	
23-00976	07/18/23	A0071	AVAYA LLC	STATEENT NBR. 2734712181	Open	35.32	0.00	
23-00977	07/18/23	SERVIO05	SERVICE TIRE TRUCK CENTER	PD TIRES INV#: 23-0267259-042	Open	608.00	0.00	
23-00978	07/18/23	NEWJE010	NEW JERSEY REGISTRARS' ASSN	LAURA AMADA 2023 MEMBERSHIP	Open	25.00	0.00	
23-00979	07/18/23	F0019	FLOWERS BY VAN BRUNT	VARIOUS FLOWER ORDERS, 2023	Open	350.00	0.00	
23-00999	07/25/23	N0029	NEW JERSEY AMERICAN WATER CO.	VARIOUS ACCOUNTS	Open	719.43	0.00	
23-01001	07/25/23	J0042	JERSEY CENTRAL POWER & LIGHT	STREET LIGHT ACCOUNTS	Open	6,086.25	0.00	
23-01002	07/25/23	D0113	DIANE DEFAZIO	SUMMER ART TEACHER 2023	Open	2,340.00	0.00	
23-01005	07/28/23	C0008	CARUSO & BAXTER	LEGAL/TAX INVOICED JUL. 26, 23	Open	1,149.86	0.00	
23-01006	07/28/23	N0036	NEW JERSEY NATURAL GAS CO.	VARIOUS ACCOUNTS	Open	363.46	0.00	
23-01008	07/28/23	PRECIO05	PRECISE CONSTRUCTION	PAYMENT CERTIFICATE #5	Open	12,911.50	0.00	
23-01009	07/28/23	C0083	COMCAST & XFINITY *	ACCT NO. 8499 05 216 0061687	Open	895.83	0.00	
23-01010	07/31/23	C0083	COMCAST & XFINITY *	ACCT NO. 8499 05 216 0049187	Open	10.01	0.00	
Total Purchase Orders:		147	Total P.O. Line Items:	0	Total List Amount:	388,723.40	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	21,490.25	0.00	21,490.25	0.00	0.00	0.00
	3-01	329,509.98	0.00	329,509.98	0.00	0.00	0.00
	3-03	0.00	0.00	0.00	0.00	0.00	10,326.89
Year Total:		329,509.98	0.00	329,509.98	0.00	0.00	10,326.89
	C-04	25,537.95	0.00	25,537.95	0.00	0.00	0.00
	D-13	394.00	0.00	394.00	0.00	0.00	0.00
	E-03	1,464.33	0.00	1,464.33	0.00	0.00	0.00
Total of All Funds:		378,396.51	0.00	378,396.51	0.00	0.00	10,326.89

Project Description	Project No.	Rcvd Total	Held Total	Project Total
NORWOOD -KELLY BUIDERS	PB-2021-03	2,978.88	0.00	2,978.88
LARCHWOOD MAJOR SUBDIVISION	PB-2022-01	51.31	0.00	51.31
SCHMITT PROPERTY-K.HOVNANIAN	PB-2022-03	1,296.45	0.00	1,296.45
KASSIN BULK DECK AND POOL	ZB-2022-03	67.50	0.00	67.50
EDELSTEIN PLAY/TREE HOUSE	ZB-2022-07	382.50	0.00	382.50
MONMOUTH U - GARDEN PROJECT	ZB-2022-12	453.00	0.00	453.00
SAMI ABADI	ZB-2022-14	67.50	0.00	67.50
KADA/HARA RESIDENCE	ZB-2022-17	475.00	0.00	475.00
ADRIANO RODRIGUES-PERIERA	ZB-2022-19	921.25	0.00	921.25
VALDIMER MESQUITA	ZB-2022-21	247.50	0.00	247.50
McCLELLAND RESIDENCE	ZB-2022-22	892.50	0.00	892.50
JAMES LOBELLO-ADDITION	ZB-2023-01	150.00	0.00	150.00
96 BEECHWOOD AVE, LLC	ZB-2023-02	555.00	0.00	555.00
SKABA RESIDENCE	ZB-2023-05	428.75	0.00	428.75
BRIAN CROWE	ZB-2023-06	853.50	0.00	853.50
SAL ABECASIS	ZB-2023-09	202.50	0.00	202.50
KHDR SWED	ZB-2023-10	303.75	0.00	303.75
Total of All Projects:		10,326.89	0.00	10,326.89