

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

February 21, 2024
(Immediately Following Caucus Meeting Which Starts at 6:30 PM)

MAYOR JANET W. TUCCI PRESIDES

MAYOR TUCCI REPORTS SUNSHINE LAW COMPLIED WITH

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

ABSENT:

READING AND APPROVAL OF MINUTES:

Caucus Minutes
February 7, 2024

Executive Session Minutes
February 7, 2024

Council Minutes
February 7, 2024

REPORTS OF STANDING COMMITTEES:

MAYOR TUCCI:

COUNCILMAN BRAY (FINANCE & ADMINISTRATION):

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

COUNCILMAN GOMEZ (FIRE & EMS):

COUNCILMAN NEYHART (POLICE):

COUNCILMAN PENTA (PUBLIC WORKS):

COUNCILMAN SNIFFEN (PUBLIC PROPERTY):

BOROUGH ADMINISTRATOR GONTER:

BOROUGH CLERK SANTOS:

BOROUGH ATTORNEY BAXTER:

BOROUGH ENGINEER MULLAN:

COMMUNICATIONS:

1. Zoning Monthly Report – January 2024
2. Code Enforcement Monthly Report – January 2024
3. EMS Membership Application – Jacob Nachamie – Auxiliary Membership

ORDINANCES:

1. Ordinance No. O-24-3 – An Ordinance Amending Ordinance No. O-24-1 Regarding Salaries of Various Municipal Employees and Setting the 2024 Salaries of Various Municipal Officers, Employees and Appointees
Second & Final Reading
2. Ordinance No. O-24-4 - Bond Ordinance Providing for Various 2024 Capital Improvements, by and in the Borough of West Long Branch, in the County of Monmouth, State Of New Jersey; Appropriating \$1,267,146 Therefor (Including a Grant from the New Jersey Department of Transportation) and Authorizing the Issuance of \$1,090,476 Bonds or Notes of the Borough to Finance Part of the Cost Thereof
Second & Final Reading
3. Ordinance No. O-24-5 An Ordinance Reserving Certain Parking Spaces at the West Long Branch Borough Hall for Combat Wounded/Purple Heart Military Veterans
Second & Final Reading

RESOLUTIONS:

1. R-24-46 Resolution Approving 2024 Borough Engineer Contract
2. R-24-47 Resolution Authorizing the Mayor to Sign the Tree City USA Application for Recertification
3. R-24-48 Resolution Authorizing Local Recreation Grant Application to NJDCA
4. R-24-49 Resolution Of The Borough Of West Long Branch Of The County Of Monmouth, Opposing Assembly Bill No. 4/Senate Bill No. 50, Which Proposes To Overhaul The Fair Housing Act ("FHA")
5. R-24-50 Resolution Accepting Proposal from O-N-E Site LLC
6. R-24-51 Resolution Fixing Salaries of Borough Officials and Employees for 2024
7. R-24-52 Resolution Authorizing the Mayor to Sign the New Jersey Urban & Community Forestry 2023 Annual Accomplishment Report Form
8. R-24-53 Resolution Authorizing the Signature and Submission of the Updated Recreation and Open Space Inventory (ROSI) to the NJDEP Green Acres Program
9. R-24-54 Green Acres Application Enabling Resolution

UNFINISHED BUSINESS:

NEW BUSINESS:

1. Raffle License 24-4 – Off-Premises 50/50 – PTA Shrewsbury School

BILLS AND CLAIMS:

OPPORTUNITY FOR ANY PERSON TO BE HEARD:

MOTION TO CLOSE THE PUBLIC PORTION AND ADJOURN:

ORDINANCE NO. O-24-3

**AN ORDINANCE AMENDING ORDINANCE NO. O-24-1
REGARDING SALARIES OF VARIOUS MUNICIPAL EMPLOYEES
AND SETTING THE 2024 SALARIES OF VARIOUS MUNICIPAL
OFFICERS, EMPLOYEES AND APPOINTEES**

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

SECTION 1.

That Section 2 of Ordinance No. 277 entitled “AN ORDINANCE TO ESTABLISH THE SALARY RANGE OF VARIOUS MUNICIPAL OFFICERS, EMPLOYEES AND APPOINTEES”, and Ordinance No. O-24-1, which is an amendment to Ordinance No. 277, be amended and supplemented to set the annual salaries for 2024, which shall be paid semi-monthly, unless otherwise stated, of the officers, employees and appointees shall be as follows:

SUPERINTENDENT OF PUBLIC WORKS
\$80,000 - \$105,000

DEPUTY DIRECTOR OF PUBLIC WORKS
\$50,000 - \$90,000

SECTION 2.

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

Introduced:
Passed:
Adopted:

MAYOR

BOROUGH CLERK

ORDINANCE NO. O-24-4

BOND ORDINANCE PROVIDING FOR VARIOUS 2024 CAPITAL IMPROVEMENTS, BY AND IN THE BOROUGH OF WEST LONG BRANCH, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY; APPROPRIATING \$1,267,146 THEREFOR (INCLUDING A GRANT FROM THE NEW JERSEY DEPARTMENT OF TRANSPORTATION) AND AUTHORIZING THE ISSUANCE OF \$1,090,476 BONDS OR NOTES OF THE BOROUGH TO FINANCE PART OF THE COST THEREOF

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

SECTION 1. The improvements or purposes described in Section 3 of this bond ordinance are hereby authorized as general improvements or purposes to be undertaken by the Borough of West Long Branch, in the County of Monmouth, State of New Jersey (the "Borough"). For the said improvements or purposes stated in Section 3, there is hereby appropriated the sum of \$1,267,146, which is inclusive of a grant from the New Jersey Department of Transportation in the amount of \$157,146 (the "Grant") allocable to the Girard Avenue project, and \$19,524 as the amount of down payment for said improvements or purposes required by the Local Bond Law, N.J.S.A. 40A:2-1 et seq. (the "Local Bond Law"). Said down payment is now available therefor by virtue of a provision or provisions in a previously adopted budget or budgets of the Borough for down payment or for capital improvement purposes. Pursuant to N.J.S.A. 40A:2-11(c), as amended and supplemented, no down payment is required for the bonds or notes associated with the Girard Avenue project set forth in Section 3(a)(i) as a portion of such project is being funded by the Grant.

SECTION 2. For the financing of said improvements or purposes described in Section 3(a) hereof and to meet the part of said \$1,267,146 appropriation not provided for by application hereunder of the Grant and down payment in the amount of \$19,524, negotiable bonds of the Borough are hereby authorized to be issued in the principal amount of \$1,090,476 pursuant to the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable notes of the Borough in a principal amount not exceeding \$1,090,476 are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

SECTION 3. (a) The improvements hereby authorized and purposes for the financing of which said bonds or notes are to be issued, include, but are not limited to, as follows:

<u>Description</u>	<u>Appropriation</u>	<u>Authorizatio n</u>	<u>Down Payment</u>	<u>Useful Life</u>
(i) <u>Road and Sidewalk Improvements</u> - Various Borough-Wide Road And Sidewalk Improvements As Deemed Necessary By The Borough Including, But Not Limited To, Girard Avenue (That Being The Portion Of The Improvements To Which The Grant Is Allocable), Said Road Improvements To Include, But Not Be Limited To, Excavation, Milling, Paving, Reconstruction, Boxing Out, And Resurfacing Or Full Depth Pavement Replacement, And, As Applicable, The Repairing And/Or Installation, Of Associated Curbs, Curb Ramps (Including ADA Compliance); And Said Sidewalk Improvements To Include, But Not Be Limited To, Reconstruction Or Replacement Of Sidewalks And Driveway Aprons; And Associated Drainage Work, Roadway Painting, Landscaping And Aesthetic Improvements; And	\$857,146 (including the Grant)	\$700,000	\$0 (No Down Payment Required Due To The Grant)	18.20 years
(ii) <u>Heating, Ventilation and Air-Conditioning ("HVAC") Improvements</u> - HVAC System Improvements And/Or Replacements At The Borough's Public Library And Police Headquarters.	\$410,000	\$390,476	\$19,524	15 years
Totals	<u>\$1,267,146</u>	<u>\$1,090,476</u>	<u>\$19,524</u>	

(b) All such improvements or purposes set forth in Section 3(a) shall include, but are not limited to, as applicable, all engineering and design work, surveying, construction planning, preparation of plans and specifications, permits, bid documents, construction inspection and contract administration, and all work, materials, equipment, labor and appurtenances necessary therefor or incidental thereto.

(c) The estimated cost of said improvements or purposes is \$1,267,146, the excess amount thereof over the said estimated maximum amount of bonds or notes to be issued therefor is the Grant and the down payment in the amount of \$19,524 allocated for said purposes.

SECTION 4. Except for the Grant, in the event the United States of America, the State of New Jersey, the County of Monmouth and/or a private entity make a contribution or grant in aid to the Borough, for the improvements and purposes authorized hereby and the same shall be received by the Borough prior to the issuance of the bonds or notes authorized in Section 2 hereof, then the amount of such bonds or notes to be issued shall be reduced by the amount so received from the United States of America, the State of New Jersey, the County of Monmouth and/or a private entity.

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

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

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

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

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

(b) The average period of usefulness of said improvements or purposes within the limitations of the Local Bond Law, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is 18.20 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the Borough and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, and such statement shows that the gross debt of the Borough as defined in the Local Bond Law is increased by the authorization of the bonds or notes provided for in this bond ordinance by \$1,090,476 and the said bonds or notes authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An aggregate amount not exceeding \$160,000 for items of expense listed in and permitted under section 20 of the Local Bond Law is included in the estimated cost indicated herein for the improvements or purposes hereinbefore described.

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

SECTION 9. The Borough hereby declares the intent of the Borough to issue the bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 3 of this bond ordinance.

This Section 9 is a declaration of intent within the meaning and for purposes of Treasury Regulations §1.150-2 or any successor provisions of federal income tax law.

SECTION 10. The Borough Chief Financial Officer is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Borough and to execute such disclosure document on behalf of the Borough. The Borough Chief Financial Officer is

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

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

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

Introduced:
Passed:
Adopted:

MAYOR

BOROUGH CLERK

ORDINANCE NO. O-24-5

**AN ORDINANCE RESERVING CERTAIN PARKING SPACES AT THE WEST LONG
BRANCH BOROUGH HALL FOR COMBAT
WOUNDED/PURPLE HEART MILITARY VETERANS**

WHEREAS, Combat Wounded/Purple Heart military veterans have served the United States honorably and have made great sacrifices in doing so; and

WHEREAS, the Borough of West Long Branch would like to honor Combat Wounded/Purple Heart military veterans by reserving certain parking spaces at the Municipal Building for their use;

NOW, THEREFORE, BE IT ORDAINED, by the Borough Council of the Borough of West Long Branch in the County of Monmouth and State of New Jersey that the Borough Code be amended as follows:

SECTION 1:

- A. No person shall park a vehicle in a parking space/stall designated and established for Combat Wounded/Purple Hearts veterans, unless they meet the requirements of Paragraph B of this subsection. A Combat Wounded/Purple Heart Parking space means an area of a public roadway or public parking lot designated for use by any Combat Wounded/Purple Heart awarded person as provided for and which is so marked by proper signage and roadway marking.
- B. A combat wounded veteran is any person who served for any length of time in any military service branch, who experienced any level of hostility for any duration resulting from offensive, defensive, or friendly fire military action involving a real or perceived enemy in any foreign theater and suffers injury or disability from same. A Purple Heart Medal Designee is any member of the United States Military who has been awarded the Purple Heart Medal.
- C. Two (2) parking spaces located at the Municipal Building shall be reserved as Combat Wounded/Purple Heart Parking spaces. The Administration shall designate said spaces with appropriate signage/roadway marking.
- D. Any person, firm, association, or corporation parking a motor vehicle in a restricted parking space without a special vehicle identification sticker or other proof of Combat Wounded/Purple Heart veteran status, including, but not limited to, any such vehicle identification card, license plate, or sticker issued by the State, County, or other Municipality, in violation of any provision of this chapter or any amendment or supplement thereto shall be liable to a fine of two hundred fifty-three dollars (\$253.00) for the first offense and for subsequent offenses, a fine of at least two hundred fifty-three dollars (\$253 .00) and up to ninety (90) days community service on such terms and in such form as the municipal court shall deem appropriate, or any combination thereof.

SECTION 2. SEVERABILITY:

Each section, subsection, sentence, clause, and phrase of this Ordinance is declared to be an independent section, subsection, sentence, clause and phrase, and the finding or holding of any such portion of this Ordinance to be unconstitutional, void, or ineffective for any cause, or reason, shall not affect any other portion of this Ordinance.

SECTION 3. EFFECTIVE DATE:

This Ordinance shall be in full force and effect from and after its adoption and any publication as required by law.

Introduced:
Passed:
Adopted:

MAYOR

BOROUGH CLERK

Councilmember offered the following resolution and moved its adoption:

2/21/24

RESOLUTION APPROVING 2024 BOROUGH ENGINEER CONTRACT

WHEREAS, FRANCIS W. MULLAN, of the firm of T&M ASSOCIATES, was appointed by the Mayor and Borough Council to the position of Borough Engineer for calendar year 2024 under the fair and open process as required by Ordinance No. O-06-9; and

WHEREAS, FRANCIS W. MULLAN submitted the attached contract for services for calendar year 2024 for approval by the Borough Council;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of West Long Branch that the attached contract for services to be provided by the Borough Engineer be and the same is hereby approved for calendar year 2024, and the Mayor and Borough Clerk are hereby authorized to sign the same; and

BE IT FURTHER RESOLVED that notice of this contract award be published as required by law.

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

AYES:
NAYS:
ABSENT:
ABSTAIN:

I hereby certify the foregoing to be a true and exact copy of the original resolution as adopted by the West Long Branch Borough Council on February 21, 2024.

BOROUGH CLERK

**AGREEMENT
FOR
PROFESSIONAL SERVICES
AS
BOROUGH ENGINEER
FOR
BOROUGH OF WEST LONG BRANCH**

THIS AGREEMENT is made as of this 3rd day of January, 2024 by and between

BOROUGH OF WEST LONG BRANCH
965 Broadway
West Long Branch, NJ 07764

(Hereinafter referred to as the "CLIENT")

AND

FRANCIS W. MULLAN, P.E., of
T&M ASSOCIATES
11 Tindall Road
Middletown, NJ 07748

(Hereinafter referred to as the "ENGINEER")

WHEREAS, the CLIENT desires to engage the ENGINEER to serve as the **BOROUGH ENGINEER** for the purpose of rendering professional services upon the request of the CLIENT; *and*

WHEREAS, ENGINEER has submitted a proposal as part of this Agreement to serve as **BOROUGH ENGINEER**, the terms and conditions of said proposal, including fees, are satisfactory to the CLIENT, and are set forth herein; *and*

WHEREAS, FRANCIS W. MULLAN, P.E., C.M.E., a current employee of T&M Associates, has been appointed as the **BOROUGH ENGINEER** and shall be designated as the Engineer in Responsible Charge on behalf of the CLIENT; *and*

NOW, THEREFORE, the CLIENT and ENGINEER, in consideration of their mutual covenants and promises, agree as follows:

SECTION 1 – PERIOD OF SERVICE

This Agreement shall have an effective commencement date of **January 1, 2024** and shall terminate on **December 31, 2024** If the ENGINEER's services be required beyond that time, the ENGINEER and CLIENT shall agree on the terms of the extended period of service.

SECTION 2 – PROFESSIONAL SERVICES OF THE ENGINEER

The basic professional services provided by the ENGINEER upon the request of the CLIENT shall include services required of a Municipal Engineer by Statute and Ordinance and any other services requested and authorized by the CLIENT during the terms of the ENGINEER's appointment and may also include planning studies, review of subdivision and site plan proposals and other services for those bodies of the Municipality.

The ENGINEER shall provide services directed and authorized by the CLIENT, which may include, but are not limited to, the following:

2.1 GENERAL ENGINEERING CONSULTANT

- a. Serve as a general Engineering Consultant to the Municipal Governing Body and other Municipal officials, boards, commissions and bodies of the CLIENT;
- b. Attend meetings of the Municipal governing body and to provide general Engineering advice to the CLIENT as requested;
- c. Provide technical and engineering advice to the CLIENT'S various employees, agents, department units and committees;
- d. Furnish pertinent reports, counseling and advice to the CLIENT, as required;
- e. Perform such other duties and functions as may be requested by the CLIENT or any agent or employee of the CLIENT; *and*
- f. Attend meetings of the CLIENT, as directed.

2.2 CAPITAL IMPROVEMENT AND PUBLIC WORKS CONTRACTS

- a. For only those matters assigned and contracted for; prepare, review, and approve construction plans and specifications for capital improvement and public works contracts; provide construction observation during the construction phase of such contracts; and verify work completed to authorize progress payments for contracts; *and*
- b. Provide and maintain maps, plans, specifications, surveys and other records as may be requested for public work and facilities owned and operated by the CLIENT.

2.3 TAX MAP REVISION

When directed by the CLIENT, the ENGINEER shall provide services necessary to review property changes and transfers, determine their conformance with the tax map; and provide any necessary alterations of the tax map. The ENGINEER shall maintain, on a current basis, tax maps and the associated tax map records.

2.4 REVIEW OF SUBDIVISION AND SITE PLAN PROPOSALS

When directed by the CLIENT, the ENGINEER shall provide the services necessary to review and make recommendations concerning various subdivisions and site plan proposals regarding their conformance or nonconformance to applicable municipal ordinances, and/or to the general requirements of design practice.

2.5 CONSTRUCTION OBSERVATION SERVICES

- a. When directed by the CLIENT, the ENGINEER shall provide the services necessary to observe, assess conformity to approved plans and CLIENT ordinance requirements and report upon the installation of site plan improvements and subdivision improvements in connection with commercial and residential site developments.
- b. When the Engineer assists the CLIENT with respect to the design and inspection of capital improvements, construction, repair, alterations or demolition projects, the ENGINEER will observe

the progress and quality of the executed work of contractor(s) and determine in general if such work is generally proceeding in accordance with the contract documents for the project. ENGINEER shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors. Contractor shall be solely responsible for site safety and the safety of all of contractor's employees or subcontractors. ENGINEER'S efforts will be directed toward providing a greater degree of confidence for the CLIENT that the completed work of contractors will conform to the contract documents. During such visits and on the basis of on-site observations, the ENGINEER shall keep the CLIENT informed of the progress of the work.

- c. When the Engineer assists the CLIENT with respect to the review and inspection of guaranteed or bonded improvements in accordance with N.J.S.A. §§40:55D-53 and 40:55D-53.2, the Engineer shall observe as a design professional the progress and quality of the executed work of the applicant's or developer's contractor(s) and determine in general if such work is proceeding in accordance with the approved plans and specifications for the project. ENGINEER shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the contractors or the safety precautions and programs incident to the work of the contractors. Contractor shall be solely responsible for site safety and the safety of all of Contractor's employees or subcontractors. ENGINEER'S efforts will be directed toward providing a greater degree of confidence for the CLIENT that the completed work of contractors will conform to the local ordinances and the approved plans and specifications; however, it is the responsibility of the contractor to actually perform the work in accordance with the approved plans and specifications. During field visits and on the basis of on-site observations, the ENGINEER shall keep the CLIENT informed of the progress of the work, shall endeavor to guard the CLIENT against defects and deficiencies in such work and may disapprove or reject work failing to conform to the approved plans and specifications.

2.6 REVIEW AND DIRECTION CONCERNING PERMITS AND CERTIFICATES

When directed by the CLIENT, the ENGINEER shall provide the services necessary to review, assess conformity to requirements and take necessary action with respect to issuance of certificates, permits, licenses and similar regulatory documents. When requested, the ENGINEER shall provide technical advice to other municipal employees, officials and agents concerning their review of such documents.

2.7 PREPARATION OF REPORTS AND STUDIES

When directed by the CLIENT, the ENGINEER shall provide the services necessary to prepare and provide detailed reports as requested by the CLIENT regarding feasibility investigations, economic comparisons, land use, planning, community development proposals, public works projects and functions, planning and financing schedules, and preparation of reports and recommendations concerning other matters referred to the ENGINEER by the CLIENT.

2.8 JUDICIAL AND QUASI-JUDICIAL PROCEEDINGS

When directed by the CLIENT or when subpoenaed in connection with Municipal business to appear and testify at a deposition in judicial or quasi-judicial hearings, or to respond to an Open Public Records Act ("OPRA") request, the ENGINEER shall provide the services necessary to prepare for the deposition or hearing and shall provide testimony or project documents, as required.

2.9 MISCELLANEOUS SERVICES

The ENGINEER may provide professional Engineering services not otherwise classified herein when such services are requested by the CLIENT, including but not limited to surveys in connection with property acquisition; Engineering surveys; additional inspection or observation of projects; preparation of grant applications; environmental assessments; review of outside technical consultants; laboratory tests of materials, borings and other soils investigations; detailed layout of construction; or any other services requested by CLIENT.

SECTION 3 – ENGINEER’S RESPONSIBILITIES

The ENGINEER agrees to the following:

- a. Provide, with the usual thoroughness and competence of the engineering profession, the professional services noted and set forth in **SECTION 2 – PROFESSIONAL SERVICES OF THE ENGINEER**;
- b. Perform all professional services under this Agreement with the care and skill ordinarily used by members of the engineering profession practicing under similar circumstances at the same time and in the same locality and based on facts and information available at the time services are provided;
- c. Obtain the services of sub-contractors or sub professionals as required and/or ordered by the CLIENT for the compensation provided herein;
- d. To stand ready to explain and defend, under the terms and for the compensation hereinafter mentioned, all services provided;
- e. To provide, at the request of the CLIENT, such supplementary proposals as may be requested;
- f. To arrange for the CLIENT to examine all payroll and cost records relating to the services provided; and
- g. To advise the CLIENT of any apparent discrepancies in any plans or documents, or any observed errors in construction or of the ENGINEER’s inability for any reason whatsoever to provide services requested.

SECTION 4 – CLIENT’S RESPONSIBILITIES

The CLIENT agrees to the following:

- a. Make such records and information available to the ENGINEER as may be required to assist him in the performance of his duties;
- b. Authorize and direct committees, employees, and agents of the CLIENT to consult with the ENGINEER at all reasonable times upon the request of the ENGINEER regarding the services performed as described in this Agreement;
- c. Submit to the ENGINEER all relevant applications, plans, and reports prepared by others within such time to allow the ENGINEER ample opportunity to properly review same, consult with respect thereto and to make any necessary reports to the CLIENT, without the ENGINEER causing a delay in the progress of the work; and

- d. Authorize the ENGINEER to undertake additional services related to special projects ("Additional Services") if deemed necessary. Such authorization shall be memorialized in writing between the parties prior to commencement of said services. The ENGINEER shall be compensated for Additional Services in accordance with the negotiated fee agreed to between the CLIENT and the ENGINEER.

SECTION 5 – PAYMENT TO THE ENGINEER

- 5.1 For the services rendered by the ENGINEER under this Agreement, the CLIENT shall pay and the ENGINEER shall receive the following described sums:
 - 5.1.1 **PROFESSIONAL SERVICES.** For all professional services provided pursuant to this Agreement, the ENGINEER shall be compensated in accordance with the **2024 Schedule of Hourly Billing Rates / Expenses**, attached hereto as **EXHIBIT II**.
 - 5.1.2 **ADDITIONAL SERVICES.** For any Additional Services performed under **SECTION 4** of this Agreement, the ENGINEER shall be compensated in accordance with the negotiated fee as set forth in writing between the parties.
 - 5.1.3 **ATTENDANCE AT MEETINGS.** The ENGINEER, or his representative, shall attend scheduled workshop and public meetings of the CLIENT as requested. The ENGINEER shall be compensated for said meetings in accordance with the **2024 Schedule of Hourly Billing Rates / Expenses** attached hereto as **EXHIBIT II**.
 - 5.1.4 **ADDITIONAL EXPENSES.** Expenses for travel, postage, and telephone are specifically included in the hourly rates set forth in the **2024 Schedule of Hourly Billing Rates / Expenses** attached hereto as **EXHIBIT II**. All other expenses specifically related to the work performed under this Agreement shall be reimbursed to the ENGINEER.
- 5.2 Vouchers or invoices shall be issued monthly by ENGINEER for services performed. Such billings shall be due when rendered. In the event the CLIENT has a dispute with an invoice (*or any portion of an invoice*), the CLIENT shall nevertheless pay all undisputed invoices, or undisputed portions thereof, no later than sixty (60) days from the date of the invoice. CLIENT and ENGINEER agree to negotiate any and all disputes in good faith with an effort of resolving the dispute within sixty (60) days of the subject invoice date.
- 5.3 When requested by the CLIENT, the ENGINEER will, for a particular project with a defined scope of services, establish prior to the commencement of the work, a lump sum amount to provide the services required in lieu of the above method of compensation.
- 5.4 In the event the CLIENT requires the ENGINEER's services beyond the termination date specified in **SECTION 1 – PERIOD OF SERVICE**, the ENGINEER's **Schedule of Hourly Billing Rates / Expenses** shall be subject to an equitable adjustment to reflect changes in the various elements that comprise the rates. All adjustments will be pursuant to an agreement reached between the CLIENT and the ENGINEER which such agreement shall be reduced to writing and deemed a modification of this Agreement.

SECTION 6 – STATUS OF ENGINEER

- 6.1 The ENGINEER, when engaged in the performance of engineering duties and services as Borough Engineer related to any duty or responsibility imposed by the ENGINEER by any government statute,

law, regulation or ordinance (including specifically services described herein), shall be acting as an employee and / or agent of the CLIENT and shall be entitled to all rights, privileges, and immunities normally accorded to a Borough Engineer by virtue of the ENGINEER's status as an official, employee and agent of the CLIENT.

- 6.2 The CLIENT, subject to appropriation and availability of funds, authorizes the ENGINEER to secure any and all professional, technical and non-technical staff which may from time to time be necessary in the performance of the services required. It is expressly agreed and understood that services will be provided and certain functions will be performed on behalf of the CLIENT, pursuant to the terms of this proposal, by the ENGINEER's employees.

SECTION 7 – INSURANCE AND INDEMNIFICATION

- 7.1 The ENGINEER shall secure and maintain Workman's Compensation Insurance (*as required by Law*) and General Liability Insurance to protect the ENGINEER and / or its employees and agents from claims for bodily injury, death or property damage which may arise from the performance of services pursuant to this Agreement. The limits of said Liability Insurance shall not be less than \$1,000,000 with a \$2,000,000 excess liability coverage. If requested, the ENGINEER shall provide Certificates of Insurance to the CLIENT prior to the performance of any services.
- 7.2 The ENGINEER shall also provide and maintain Professional Liability (*Errors and Omissions*) Insurance for claims which arise from any negligent performance of the ENGINEER pursuant to this agreement. The limits of the ENGINEER'S Professional Liability insurance shall not be less than \$2,000,000 per claim.
- 7.3 The CLIENT acknowledges that although the ENGINEER is to cooperate with and make recommendations to the CLIENT with respect to engineering matters related to the services provided by the ENGINEER, the final decisions are within the CLIENT's discretion and are to be made by the CLIENT.
- 7.4 The ENGINEER agrees subject to the provisions herein, to indemnify and hold the CLIENT harmless from any damage, liability or cost (*including reasonable attorneys' fees and costs of defense*) to the extent caused by the ENGINEER's negligent acts, errors or omissions (*and those of his or her contractors, subcontractors or consultants or anyone for whom the ENGINEER is legally liable*) in the performance of professional services under this Agreement.

The CLIENT agrees subject to the provisions herein, to indemnify and hold the ENGINEER harmless from any damage, liability or cost (*including reasonable attorneys' fees and costs of defense*) to the extent caused by the CLIENT's negligent acts, errors or omissions.

SECTION 8 – OWNERSHIP AND REUSE OF DOCUMENTS

- 8.1 All final plans and specifications, ordered by the CLIENT and prepared by the ENGINEER shall become the joint property of the CLIENT and the ENGINEER. At the completion of work or in the event of termination, all work sheets and internal office communications of the ENGINEER, including drawings, sketches, calculations, field notes and memoranda are and shall remain the property of the ENGINEER, as instruments of service. The CLIENT, at its expense, may obtain extra prints of final drawings and specifications.
- 8.2 All documents including drawings and specifications prepared by the ENGINEER pursuant to this Agreement are instruments of service with respect to a specific project. They are not intended or

represented to be suitable for reuse of the CLIENT or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by the ENGINEER for the specific purpose intended will be at the CLIENT'S sole risk, with no liability or exposure to the ENGINEER; and the CLIENT shall indemnify and hold harmless the ENGINEER from all claims, damages, losses and expenses including attorney's fees arising out of or resulting from such unauthorized use. Any such verification or adaptation will entitle the ENGINEER to further compensation at rates to be agreed upon by the CLIENT and the ENGINEER.

SECTION 9 – MISCELLANEOUS

- 9.1 AFFIRMATIVE ACTION.** The ENGINEER and the CLIENT hereby incorporate by reference into this Agreement the mandatory Affirmative Action language of Subsection 3.4(a) and the mandatory language of Section 5.3 of the Regulations promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127 and N.J.S.A. 10:5-31, as amended and supplemented from time to time; and ENGINEER agrees to comply fully with the terms, provisions and conditions of Subsection 3.4(a), and Section 3.4(a) shall be applied subject to the terms of Subsection 3.4(d) of the Regulations. The **AFFIRMATIVE ACTION LANGUAGE** set forth in **EXHIBIT I** is also made a part hereof.
- 9.2 AMERICANS WITH DISABILITIES ACT.** The ENGINEER and the CLIENT do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (*the "Act"*) (U.S.C. Sec. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this Agreement.
- 9.3 FORCE MAJEURE.** The ENGINEER is not responsible for delays caused by factors beyond the ENGINEER's control including, but not limited to, strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the CLIENT to furnish timely information or provide review comments promptly, or delays caused by the faulty performance of others.
- 9.4 GOVERNING LAW.** The laws of the State of New Jersey shall govern this Agreement.
- 9.5 SUCCESSORS AND ASSIGNS.** Each Party to this Agreement is hereby bound to the terms and conditions contained in this Agreement and the legal representatives, successors and assignees of this Agreement, if any, shall also be bound to the terms and conditions contained herein.
- 9.6 SEVERABILITY.** Any provision of this Agreement held to be void and unenforceable under any law or regulation shall be stricken, and all remaining provisions shall continue to be valid and binding upon the parties to this Agreement.
- 9.7 ENTIRE AGREEMENT.** This Agreement represents the entire agreement between the CLIENT and the ENGINEER relating to the subject matter hereof and no representations or agreements made by either party or by any representative of either party in the negotiations leading to this Agreement or otherwise which are not expressed in this Agreement shall be binding on either party. No change in, addition to, or modification of any provision of this Agreement shall be effective unless made by written agreement signed by the party to be charged with such change, addition, or modification.

IN WITNESS WHEREOF, the CLIENT and the ENGINEER have caused this Instrument to be executed in its respective name and behalf as of the day and year herein written.

WITNESS


By: _____
CAROLINA SANTOS
ACTING BOROUGH CLERK

By: _____
JANET W. TUCCI
MAYOR

Date: _____

WITNESS

By: _____
NICOLE ABELA
ADMINISTRATIVE COORDINATOR

By: _____
FRANCIS W. MULLAN, PE, CME
SENIOR VICE PRESIDENT

Date: 1/30/2024

EXHIBIT I

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302
(electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

EXHIBIT II

2024 SCHEDULE OF HOURLY BILLING RATES / EXPENSES

ATTACH

2024 SCHEDULE OF HOURLY RATES

Billing Title	Billing Rate/Hour
Administrative Support Staff	\$83.00
Intern	\$88.00
Junior Field Staff	\$105.00
Junior Technical Staff	\$126.00
Field Staff	\$152.00
Technical Staff	\$158.00
Junior Professional Staff	\$166.00
Senior Technical + Field Staff	\$169.00
Professional Staff	\$177.00
Supervising Technical Staff	\$183.00
Senior Professional Staff	\$194.00
Manager	\$197.00
Billing Basis: Fixed Rate for Each Billing Title	

2024 WLBR-Rates



T&M occasionally uses part-time and temporary staff to meet peak workload demands, and these staff will be billed in accordance with the attached rate schedule.

2024 SCHEDULE OF MISCELLANEOUS CHARGES

Effective: July 1, 2022

Contracted Services

Including subconsultants, contracted labor, Sub-professionals, and subcontractors Invoice Cost + 15%

Direct Expenses

■ Disbursements to agencies, vendors and suppliers

Includes: Equipment; interstate transportation; permit, application, review, and similar fees; printing, plotting, reproduction, binding, and other graphic services; outside computer services; title, research, and data services; courier and express services; project field office expenses; and out-of-state telephone costs

■ Other Charges

Mileage \$0.62/mile or applicable federal rate as adopted by T&M

Travel and Subsistence Invoice Cost

Field Vehicles \$105/day



09/13/01

**T & M ASSOCIATES
ELEVEN TINDALL RD
MIDDLETOWN NJ 07748**

Taxpayer Identification# **221-806-708/000**

Dear Business Representative:

Recently enacted State law (Public Law 2001, c.134) requires all contractors and subcontractors with State, county and municipal agencies to provide proof of their registration with the Department of the Treasury, Division of Revenue. The law became effective September 1, 2001.

Our records indicate that you are currently registered with the Division of Revenue, and accordingly, we have attached a Proof of Registration Certificate for your use. If you are currently under contract or entering into a contract with a State, county or local agency, you must provide a copy of the certificate to the contracting agency.

Please note that the law sets forth penalties for non-compliance with the provisions above. See N.J.S.A. 54:52-20.

Finally, please note that the new law amended Section 92 of the Casino Control Act, which deals with the casino service industry.


Should you have any questions or require more information about the attached certificate, or are involved with the casino service industry, call (609) 292-1730.

Thank you in advance for your consideration and cooperation.

Sincerely,



Patricia A. Chiacchio
Director, Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME: T & M ASSOCIATES	TRADE NAME:	
TAXPAYER IDENTIFICATION# 221-806-708/000	CONTRACTOR CERTIFICATION# 0063800	
ADDRESS ELEVEN TINDALL RD MIDDLETOWN NJ 07748	ISSUANCE DATE: 09/13/01	
EFFECTIVE DATE: 03/21/66	 Director, Division of Revenue	
FORM-BRC(08-01)	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	

Certification **1589**

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **05-Aug-2022 to 05-Aug-2025**

T & M ASSOCIATES

11 TINDALL ROAD

MIDDLETOWN

NJ 07748



A handwritten signature in black ink, reading "Elizabeth M. Muoio".

ELIZABETH MAHER MUOIO

State Treasurer

State of New Jersey
Division of Consumer Affairs
State Board of Professional Engineers and Land Surveyors

THIS CERTIFIES THAT

**T & M ASSOCIATES
11 TINDALL ROAD
Middletown NJ 07748**

Has met the requirements of the State Board of Professional Engineers and Land Surveyors and is hereby issued a

CERTIFICATE OF AUTHORIZATION

to offer the following services

Eng, Land Surv & Building Design Svc

Person in Responsible Charge: **GARY C DAHMS**

For the names of other Responsible Charge Licensees, go to: <http://www.njconsumeraffairs.com/pels/certtrpt.pdf>

Date: **August 26, 2022**

Certificate No. **24GA27987500**

Expiration Date: **08/31/2024**



Keith Miller

Executive Director

Councilmember offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE MAYOR TO SIGN
THE TREE CITY USA APPLICATION FOR RECERTIFICATION**

2/21/24

WHEREAS, the Tree City USA Program recognizes communities that effectively manage their public tree resources and encourages the implementation of community tree management based upon certain standards; and

WHEREAS, the Borough of West Long Branch was officially named a Tree City USA by the New Jersey Forest Service in 2005; and

WHEREAS, it is necessary to apply for recertification; and

WHEREAS, the West Long Branch Shade Tree Commission submitted the attached Application for Recertification for the Mayor’s signature;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of West Long Branch that the Mayor is hereby authorized to sign the attached Tree City USA Application for Recertification.

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 February 21, 2024

BOROUGH CLERK

2023 Tree City USA Application for Certification

The Tree City USA award is in recognition of work completed by the community during the 2023 calendar year.

PRIMARY CONTACT INFORMATION

Contact Name:

Jason Gunter

Email:

Jgunter@westlongbranch.org

Phone:

+17322291756

Address:

WLB Borough Hall
965 Broadway
W Long Branch, New Jersey 07764

West Long Branch COMMUNITY INFORMATION

Select which best describes your community:

Community has both a Tree Board and a Department Chair/City Manager

Ordinance Date:

01/02/2011

Ordinance Uploaded**Per-capita Expenditure**

\$8.31

Arbor Day Date

08/19/2023

Arbor Day Proclamation Uploaded

As Mayor or Equivalent of the Community of West Long Branch

Mayor or Equivalent Signature	Title	Date
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Application Certification (to be Completed by the State Forester)

The above-named community has made formal application to this office. I am pleased to advise you that we reviewed the application and have concluded that, based on the information contained herein, said community is eligible to be certified as a Tree City USA community, for the 2023 calendar year, having in my opinion met the standards required for recognition.

State Forester Signature	Title	Date
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2/21/24

Councilmember offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING LOCAL RECREATION GRANT APPLICATION TO NJDCA

WHEREAS, the Borough of West Long Branch desires to apply for and obtain a grant from the New Jersey Department of Community Affairs For approximately \$100,000 to carry out a project to construct playground improvements, baseball and soccer fields, fencing, parking area and site amenities at Thorne Park, West Long Branch; and

WHEREAS, the Borough Council of the Borough of West Long Branch recognizes and accepts that the Department may offer a lesser or greater amount and therefore, upon receipt of the grant agreement from the New Jersey Department of Community Affairs, does further authorize the execution of any such grant agreement; and

WHEREAS, upon receipt of the fully executed agreement from the Department, does further authorize the expenditure of funds pursuant to the terms of the agreement between the Borough of West Long Branch and the New Jersey Department of Community Affairs;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of West Long Branch does hereby authorize the application for such a grant; and

BE IT FURTHER RESOLVED that the appropriate Borough Officials are authorized to sign the application, and that they or their successors in said titles are authorized to sign the agreement, and any other documents necessary in connection therewith.

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 February 21, 2024.

BOROUGH CLERK

2/21/24

Councilmember offered the following resolution and moved its adoption:

**RESOLUTION OF THE BOROUGH OF WEST LONG BRANCH OF THE COUNTY
OF MONMOUTH, OPPOSING ASSEMBLY BILL NO. 4/SENATE BILL NO. 50, WHICH
PROPOSES TO OVERHAUL THE FAIR HOUSING ACT ("FHA")**

WHEREAS, on December 19, 2023, the Housing Committee of the Assembly unveiled the Legislation (A-4) that it stated it had been working on for a long time and scheduled the bill for a vote at a hearing scheduled less than 24 hours later; and

WHEREAS, on December 19, 2023, the Administrative Office of the Courts wrote to the Legislature and made clear that it could not structure the bill in the manner set forth in the proposed legislation; and

WHEREAS, notwithstanding the foregoing, the Housing Committee of the Assembly voted the bill out of Committee and announced that the bill needed to be ready for signing by the Governor before the end of the lame duck session on January 8, 2024; and

WHEREAS, the bill was not rammed through in the lame duck session and on January 16, 2024, the Legislature released a new version of the bill, Assembly Bill No. 4/Senate Bill No. 50 (hereinafter the "A4/S50" or "the Bill"); and

WHEREAS, A4/S50 Bill seeks to abolish the Council on Affordable Housing ("COAH") and purports to reform municipal responsibilities concerning the provision of affordable housing; and

WHEREAS, the Bill would purportedly reduce litigation and municipal expenses; and

WHEREAS, A4/S50 details the methodology to be used for determining the fair share numbers of municipalities in Round 4 and in subsequent rounds; and

WHEREAS, the Bill is premised on the proposition that 40 percent of all households qualify as low or moderate; and

WHEREAS, A4/S50 calls for the determination of the prospective need by subtracting the number of households reported in the 2010 Decennial Census from the number of households reported in the 2020 Decennial Census and multiplying that figure by 40 percent; and

WHEREAS, in addition, COAH's Round 2 regulations had flexible standards, Regional Contribution Agreements (RCAs), an achievable bonus structure, waivers and other flexible standards to further mitigate the problem; and

WHEREAS, had COAH not mitigated the problem, it is likely that the regulations would have been challenged by municipalities; and

WHEREAS, A4/S50 also, systemically, calcifies the Court process and indeed makes critical changes which severely prejudice municipal interests and undercut the incentive to comply voluntarily; and

WHEREAS, in stark contrast to current laws that preserve a municipality's immunity in the absence of proof that the municipality is "determined to be constitutionally noncompliant", A4/S50 creates multiple opportunities to strip municipalities of immunity and expose them to litigation; and

WHEREAS A4/S50 subjects municipalities to litigation not only as they seek approval of their Housing Element and Fair Share Plans, but also even after they secure approval of those plans; and

WHEREAS, more specifically, while A4/S50 provides municipalities a "compliance certification" if the municipality secures approval of its affordable housing plan, that certification only protects municipalities from builder's remedy lawsuits-not from exclusionary zoning lawsuits by FSHC or anyone else who is not seeking a builder's remedy; and

WHEREAS, in stark contrast to the goal of A4/S50 to reduce litigation, A4/S50 dramatically proliferates litigation by providing many opportunities to sue the subject municipality and through other means; and

WHEREAS, the A4/S50 Bill includes many other provisions and changes to the FHA that are impractical and devoid of any consideration of the burdens created by the statute.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Borough Council of the Borough of West Long Branch within the County of Monmouth objects to and opposes Assembly Bill No. 4/Senate Bill No. 50.

BE IT FURTHER RESOLVED THAT a certified copy of this resolution shall be sent to the Legislators in the State Assembly and Senate representing our District.

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 February 21, 2024.

BOROUGH CLERK

O-N-E Site LLC

816 West Crescent Ave
Allendale, NJ 07401
(201) 785-7774

West Long Branch O-N-E

OVERVIEW

This proposal outlines the functionality and costs to implement the West Long Branch O-N-E mobile application.

FUNCTIONALITY PROVIDED

1. Provide custom mobile application for West Long Branch residents available for free download from Apple App Store and Google Play Store.
2. Aggregate local offers, news, events, and municipal calendar content.
3. Provide township administration with a management application to send push notifications and manage calendar events.
4. Provide Notify 311 functionality for residents to submit issues to township administrators.
5. Provide local merchant's with the option to provide online ordering, coupons, reservations, etc. The cost for these additional services are paid by the merchant.

PROPOSED COST

One time application development to create a West Long Branch branded app deployed in the Apple App Store and Google Play Store \$2000.

Monthly recurring platform fee of \$75.00

ADDITIONAL FUNCTIONALITY

Depending on the scope of work associated with additional functionality required outside the Functionality Proposed section, these will need to be agreed case by case.

Councilmember offered the following resolution and moved its adoption:

2/21/24

RESOLUTION ACCEPTING PROPOSAL FROM O-N-E SITE LLC

WHEREAS, the Borough desires to use and obtain software to best communicate with residents and provides alerts, notices, and updates in a direct and user-friendly manner; and

WHEREAS, the Borough received the attached proposal from O-N-E SITE LLC for the aforementioned services; and

WHEREAS, it is the recommendation of the Borough OEM Coordinator and Borough Administrator that such services will benefit the Borough due to the improved outreach and communication to its residents; and

WHEREAS, the Finance & Administration Committee has discussed and agrees that it is in the best interest of the Borough to accept the attached proposal from O-N-E Site LLC.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of West Long Branch that the attached agreement for residential outreach services between the Borough of West Long Branch and O-N-E Site LLC. be and is hereby approved; and

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are hereby authorized to execute an agreement in accordance with this proposal.

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 February 21, 2024.

BOROUGH CLERK

Councilmember offered the following resolution and moved its adoption:

**RESOLUTION FIXING SALARIES OF BOROUGH OFFICIALS
AND EMPLOYEES FOR 2024**

2/21/24

WHEREAS, Ordinance No. O-24-1, O-24-2, and O-24-3 fix the salary ranges of various municipal employees, has been adopted following public hearing; and

WHEREAS, said ordinances provides for salary ranges in the case of various job titles and positions; and

WHEREAS, it is the intention of the Governing Body to fix the salaries of those individuals who hold such positions;

WHEREAS, the salaries enumerated for 2024 are retroactive to January 1, 2024.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of West Long Branch that the salaries of the employees listed below, and subject to the salary ranges set forth in the aforementioned ordinances are hereby fixed for calendar year 2024 which is effective January 1, 2024, as follows:

<u>Title</u>	<u>Salary</u>
Borough Administrator	\$144,200.00
Director of Public Works	\$105,000.00
Deputy Director of Public Works	\$90,000.00
Borough Clerk, Deputy Registrar	\$91,568.26
Finance, Admin., Registrar	\$75,000.00
Admin, Planning & Zoning Secretary	\$70,000.00
Health Secretary	

AND BE IT FURTHER RESOLVED that the appropriate Borough officials are hereby authorized to take the necessary steps to effectuate the payment of salaries as set forth above.

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 February 21, 2024.

BOROUGH CLERK

Councilmember offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE MAYOR TO SIGN
THE NEW JERSEY URBAN & COMMUNITY FORESTRY
2023 ANNUAL ACCOMPLISHMENT REPORT FORM**

2/21/24

WHEREAS, the State Legislature passed the New Jersey Shade Tree and Community Forestry Assistance Act on December 5, 1996; and

WHEREAS, in addition to establishing a Community Forestry Council, the Act enables New Jersey municipalities to reduce or eliminate exposure to litigation due to the poor condition of the community tree resource through a state-approved management plan and participation in the State’s training, skills and accreditation program; and

WHEREAS, the Borough of West Long Branch has an approved Community Forestry Management Plan; and

WHEREAS, in order to remain in good standing with the New Jersey Community Forestry Program, the West Long Branch Shade Tree Commission is required to prepare and submit an Annual Accomplishment Report each year by February 15th; and

WHEREAS, the West Long Branch Shade Tree Commission submitted same for signature by the Mayor;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of West Long Branch that the Mayor is hereby authorized to sign the attached Community Forestry Management Plan Annual Accomplishment Report Form.

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 February 21, 2024.

BOROUGH CLERK

Councilmember offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE SIGNATURE AND SUBMISSION OF THE UPDATED
RECREATION AND OPEN SPACE INVENTORY (ROSI)
TO THE NJDEP GREEN ACRES PROGRAM**

2/21/24

WHEREAS, a municipality which utilizes NJDEP Green Acres funding assistance to acquire lands for recreation and conservation purposes must create a Recreation and Open Space Inventory ("ROSI"); and

WHEREAS, the purpose of the ROSI is to document all restricted lands held by the local government unit for recreation and conservation purposes; and

WHEREAS, Green Acres has requested that the Borough review and update the ROSI to include all lands held for recreation and conservation purposes; and

WHEREAS, the amended and updated ROSI will reflect a total acreage of municipal acres which are preserved.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of West Long Branch, County of Monmouth, State of New Jersey, that the Mayor and Planning Board Chairman are authorized, as required, to execute the Declaration of Encumbrance in support of the latest revision of the Recreation and Open Space Inventory (ROSI), and any other documentation required to effectuate the purposes of 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 February 21, 2024.

BOROUGH CLERK

Councilmember offered the following resolution and moved its adoption:

**GREEN ACRES APPLICATION
ENABLING RESOLUTION**

2/21/24

WHEREAS, the New Jersey Department of Environmental Protection, Green Acres Program (“State”), provides grants and/or loans to municipal and county governments and grants to nonprofit organizations for assistance in the acquisition, development, and stewardship of lands for outdoor recreation and conservation purposes; and

WHEREAS, the Borough of West Long Branch desires to further the public interest by obtaining funding in the amount of \$350,250.00 (construction cost of \$300,000 and soft cost of \$50,250.00) in the form of a \$350,250.00 matching grant and, if available, a \$0 loan, from the State to fund the following project Sorrentino Park Improvements at a cost of \$467,000 (construction cost of \$400,000.00 and soft cost of \$67,000.00);

WHEREAS, the State shall determine if the application is complete and in conformance with the scope and intent of the Green Acres Program, and notify the applicant of the amount of the funding award; and

WHEREAS, the applicant is willing to use the State’s funds in accordance with such rules, regulations, and applicable statutes, and is willing to enter into an agreement with the State for the above-named project.

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

1. Jason Gonter, West Long Branch Business Administrator, or the successor to the office of West Long Branch Business Administrator is hereby authorized to:
 - a. make application for such a loan and/or such a grant,
 - b. provide additional application information and furnish such documents as may be required, and
 - c. act as the authorized correspondent of the above-named applicant;
2. The applicant agrees to provide its matching share to the Green Acres funding request, if a match is required, in the amount of \$116,750.00;
3. In the event the State’s funds are less than the total project cost specified above, the applicant has the balance of funding necessary to complete the project;
4. The applicant agrees to comply with all applicable federal, state, and local laws, rules, and regulations in its performance of the project; and
5. This resolution shall take effect immediately.

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

AYES:
NAYS:
ABSENT:
ABSTAIN:

I hereby certify the foregoing to be a true and exact copy of the original resolution as adopted by the West Long Branch Borough Council on February 21, 2024.

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
23-00567	04/25/23	S0154	STRYKER MEDICAL	EMS SUPPLIES	Open	2,579.45	0.00
23-01017	08/01/23	M0029	MONMOUTH COUNTY POLICE ACADEMY	POLICE TRAINING, VARIOUS DATES	Open	275.00	0.00
23-01166	08/28/23	BLUEHARB	BLUE HARBOR TELECOM	EMS INVOICE BHT-1674100-45	Open	125.72	0.00
23-01276	09/19/23	A0159	ACTION UNIFORMS	POLICE EST #: 49848 UNIFORMS	Open	2,880.00	0.00
23-01278	09/19/23	B0142	B&H PHOTO & ELECTRONICS	POLICE DEPARTMENT ELECTRONICS	Open	3,262.51	0.00
23-01279	09/19/23	T0141	TRAFFIC PLAN	DPW ORDER NO. 23-08044	Open	2,700.00	0.00
23-01314	10/02/23	IMPRI005	IMPRINT SHOP	EMBROIDERY ESTIMATE 1351	Open	434.00	0.00
23-01478	10/24/23	S0070	STAPLES ADVANTAGE	TAX COLLECTOR OFC SUPPLIES	Open	401.75	0.00
23-01531	10/30/23	K0049	KONICA MINOLTA BUSINESS SOLU.	COPIER INV#: 81043866	Open	195.64	0.00
23-01608	11/06/23	PROCR005	PROCRAFT AUTO BODY, INC.	POLICE QUOTE NO. 8349 DB CAR	Open	1,500.64	0.00
23-01611	11/06/23	F0019	FLOWERS BY VAN BRUNT	BORO HALL DECOR - REC DEPT.	Open	1,400.00	0.00
23-01619	11/06/23	S0070	STAPLES ADVANTAGE	POLICE OFFICE SUPPLIES	Open	200.15	0.00
23-01630	11/06/23	H0027	HOME DEPOT - CREDIT SERVICES	DPW INV#: 2024468 SILT FENCE	Open	177.00	0.00
23-01645	11/06/23	M0262	MUNICIPAL EMERGENCY SERVICES	FIRE DEPT. QUOTE#: QT1751750	Open	3,544.00	0.00
23-01717	11/28/23	S0070	STAPLES ADVANTAGE	POLICE DEPT OFFICE SUPPLIES	Open	90.32	0.00
23-01720	11/28/23	S0027	SIP'S PAINT AND HARDWARE	FIRE DEPARTMENT SUPPLIES	Open	1,602.54	0.00
23-01745	11/30/23	B0142	B&H PHOTO & ELECTRONICS	POLICE COMPUTERS	Open	1,313.16	0.00
23-01767	12/04/23	S0070	STAPLES ADVANTAGE	TAX COLLECTOR OFFICE SUPPLY	Open	140.65	0.00
23-01784	12/04/23	N0036	NEW JERSEY NATURAL GAS CO.	ACCT NO. 22-0007-1767-20	Open	91.00	0.00
23-01787	12/04/23	S0154	STRYKER MEDICAL	EMS QUOTE#: 10825451 SMRTPACK	Open	546.31	0.00
23-01804	12/05/23	K0049	KONICA MINOLTA BUSINESS SOLU.	COPIER INV#: 290698084	Open	101.13	0.00
23-01807	12/05/23	S0070	STAPLES ADVANTAGE	CODE OFFICE ORDER PAPER TOWELS	Open	18.61	0.00
23-01834	12/06/23	W0038	W.B. MASON CO. INC.	BORO HALL PAPER	Open	355.74	0.00
23-01835	12/07/23	O0048	OSWALD ENTERPRISES INC.	DRAINAGE PIPE DENNIS STREET	Open	4,980.00	0.00
23-01849	12/12/23	D0109	DIDI'S AUTOMOTIVE II,LLC	POLICE INV#: 231206006 UNIT 08	Open	434.93	0.00
23-01855	12/12/23	J0063	JERSEY AUTO SPA CAR WASH, LLC	FIRE DEPT WASHES INV#: 1168	Open	17.00	0.00
23-01856	12/15/23	W0038	W.B. MASON CO. INC.	Building Supplies	Open	1,068.18	0.00
23-01863	12/18/23	B0021	ATLANTIC PRINTING & DESIGN	EST#: E9231531 ENVELOPES/BCARD	Open	291.26	0.00
23-01870	12/18/23	A0004	A.R. COMMUNICATIONS	EMS INV#: 52929 MOTOROLA REPRS	Open	205.50	0.00
23-01875	12/18/23	BLUEHARB	BLUE HARBOR TELECOM	EMS INVOICE BHT-1674100-49	Open	503.22	0.00
23-01893	12/19/23	CASAP005	Casa Payroll Service	OCT (2) INV#: 1205577	Open	287.90	0.00
24-00002	01/24/24	A0078	AUTOMATED BLDG CONTROLS, INC.	PD INVOICE NO. S44131 HEATER	Open	387.50	0.00
24-00003	01/24/24	B0021	ATLANTIC PRINTING & DESIGN	EMPLOYEE MANUALS EST #E9240029	Open	503.59	0.00
24-00005	01/24/24	G0078	GEESE PATROL	GEESE 12/18-01-18	Open	1,945.00	0.00
24-00026	01/24/24	R0130	RUTGERS CENTER FOR GOVT SERVIC	MFA COURSE FOR J. GONTER	Open	821.00	0.00
24-00027	01/24/24	EYEME005	EYEMED	VISION COVERAGE JAN 2024	Open	52.77	0.00
24-00028	01/24/24	BATTA005	BATTAGLIA ASSOCIATES, L.L.C.	NOV PAYROLL PROCESSING	Open	1,012.46	0.00
24-00029	01/24/24	BATTA005	BATTAGLIA ASSOCIATES, L.L.C.	DEC PAYROLL PROCESSING	Open	2,625.00	0.00
24-00031	01/24/24	A0071	AVAYA LLC	INVOICE NO. 2221784389	Open	35.32	0.00
24-00043	01/24/24	M0212	MONMOUTH COUNTY SPCA	NOV 2023 SPCA BILL	Open	1,250.00	0.00
24-00052	01/24/24	TELET005	TELETRAC NAVMAN	DPW INVOICE NO. 92972184	Open	189.50	0.00
24-00053	01/24/24	S0012	SEABOARD WELDING	DPW INV#: 962449 CYL/HAZMAT	Open	18.50	0.00
24-00054	01/24/24	E0016	EDC ELECTRIC	DPW INVOICE NO. 23A591 F. LAKE	Open	2,205.00	0.00
24-00055	01/24/24	O0054	OCEAN TOOLS, LLC	DPW INV#: 122123127749Q	Open	112.00	0.00
24-00058	01/24/24	M0054	BCM ONE	INVOICE NO. 55922979	Open	3,258.63	0.00
24-00063	01/24/24	L0072	LANGUAGE LINE SERVICES	COURT INTERPRETER DEC 2023	Open	193.80	0.00
24-00064	01/24/24	G0051	GEORGE WALL FORD	POLICE INV#: 236927 UNIT 19	Open	379.05	0.00
24-00067	01/24/24	W0019	WEST LONG BRANCH LEISURE CLUB	WLB LEISURE 2023 REIMBURSEMENT	Open	1,500.00	0.00

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
24-00077	01/25/24	M0161	UNITED SITE SERVICES (MR JOHN) TEMP RESTROOMS INV#:0006890709	Open	603.48	0.00	
24-00079	01/25/24	N0005	NAPA AUTO PARTS CENTER DPW INVOICES, VARIOUS PARTS	Open	267.02	0.00	
24-00087	01/25/24	F0036	FOLEY MACHINERY COMPANY DPW INV#: INV208163 LATCH	Open	347.69	0.00	
24-00089	01/26/24	J0063	JERSEY AUTO SPA CAR WASH, LLC FIRE DEPT CAR WASH INV#: 1204	Open	85.00	0.00	
24-00090	01/26/24	S0027	SIP'S PAINT AND HARDWARE PD INVOICE NO. 44603 KEYS	Open	16.52	0.00	
24-00091	01/26/24	S0139	SHORE BUSINESS SOLUTIONS PD PRINTER INV:# AR90362	Open	237.10	0.00	
24-00092	01/26/24	N0005	NAPA AUTO PARTS CENTER POLICE INV#: 012133 UNIT 04	Open	186.55	0.00	
24-00094	01/26/24	J0063	JERSEY AUTO SPA CAR WASH, LLC PD CAR WASHES INV#: 1203	Open	366.00	0.00	
24-00095	01/26/24	J0063	JERSEY AUTO SPA CAR WASH, LLC CODE INV#: 1205 CAR WASHES	Open	17.00	0.00	
24-00096	01/26/24	MAZZA005	MAZZA MULCH DPW INV#: 0001075650 LEAVESETC	Open	7,844.50	0.00	
24-00097	01/26/24	V0027	VERIZON * ACCT NO. 342213956-00001	Open	901.62	0.00	
24-00101	01/26/24	J0011	JOHN GUIRE SUPPLY LLC DPW INVOICES, VARIOUS	Open	674.30	0.00	
24-00103	01/26/24	C0053	CITY OF LONG BRANCH GAS/DIESEL - DEC 2023	Open	7,392.28	0.00	
24-00105	01/26/24	E0006	EDMUNDS & ASSOCIATES SOFTWARE INV#: 23-IN6699	Open	9,587.65	0.00	
24-00106	01/26/24	M0161	UNITED SITE SERVICES (MR JOHN) TEMP RESTROOMS INV#: 6878558	Open	603.48	0.00	
24-00120	01/26/24	CASAP005	Casa Payroll Service VARIOUS INVOICES	Open	1,110.60	0.00	
24-00125	01/30/24	N0005	NAPA AUTO PARTS CENTER DPW INVOICES, VARIOUS	Open	583.69	0.00	
24-00127	01/30/24	PROJA005	PRO JANITORIAL SERVICES, LLC JANITORIAL - JAN 2023	Open	2,700.00	0.00	
24-00128	01/30/24	PROJA005	PRO JANITORIAL SERVICES, LLC DEEP CLEANING - FIRE DEPT.	Open	335.00	0.00	
24-00130	01/30/24	B0142	B&H PHOTO & ELECTRONICS TECH EQUIP FOR COUNCIL CHAMBER	Open	985.91	0.00	
24-00131	01/30/24	B0142	B&H PHOTO & ELECTRONICS PRINTER FOR ADMINISTRATOR	Open	399.99	0.00	
24-00137	01/30/24	R0130	RUTGERS CENTER FOR GOVT SERVIC PP-2240-SP24-1 FOR J. GONTER	Open	575.00	0.00	
24-00140	01/30/24	J0063	JERSEY AUTO SPA CAR WASH, LLC FIRE DEPT WASHES INV#: 1172	Open	102.00	0.00	
24-00141	01/30/24	N0005	NAPA AUTO PARTS CENTER DPW INVOICE NO. 013083	Open	78.06	0.00	
24-00142	01/30/24	N0005	NAPA AUTO PARTS CENTER DPW INVOICE NO. 012711	Open	16.08	0.00	
24-00144	01/30/24	PROJA005	PRO JANITORIAL SERVICES, LLC JANITORIAL - DEC 2023	Open	2,700.00	0.00	
24-00145	01/30/24	F0019	FLOWERS BY VAN BRUNT GET WELL - MRS. PENTA	Open	77.50	0.00	
24-00147	02/02/24	JCPRI005	JC PRINTING OEM CLOTHING ORDER	Open	270.00	0.00	
24-00164	02/09/24	P0117	PLOSIA COHEN LAW FIRM DEC-JAN INVOICE NO. 53612	Open	8,665.50	0.00	
24-00168	02/09/24	V0027	VERIZON * ACCT NO. 342213956-00001	Open	2,685.49	0.00	
24-00174	02/09/24	C0053	CITY OF LONG BRANCH GAS/DIESEL - JAN 2024	Open	8,372.36	0.00	
24-00178	02/09/24	N0036	NEW JERSEY NATURAL GAS CO. ACCT NO. 22-0019-6669-96	Open	1,230.11	0.00	
24-00179		N0036	NEW JERSEY NATURAL GAS CO. ACCT NO. 13-3266-7180-13	Open	1,726.26	0.00	
24-00180	02/09/24	N0036	NEW JERSEY NATURAL GAS CO. ACCT NO. 17-3280-0360-19	Open	1,480.35	0.00	
24-00191	02/09/24	N0106	NJ DIV OF MOTOR VEHICLES DUPLICATE TITLE FOR DPW VEHICL	Open	60.00	0.00	
24-00204	02/09/24	N0036	NEW JERSEY NATURAL GAS CO. ACCT NO. 22-0012-6557-84	Open	54.91	0.00	
24-00205	02/09/24	N0036	NEW JERSEY NATURAL GAS CO. ACCT NO. 22-0007-1767-20	Open	496.08	0.00	
24-00206	02/09/24	N0036	NEW JERSEY NATURAL GAS CO. ACCT NO. 22-0012-4310-51	Open	2,039.89	0.00	
24-00213	02/13/24	A0182	AMAZON CAPITAL SERVICES, INC. BUSINESS MEMBERSHIP	Open	179.00	0.00	
24-00224	02/13/24	N0029	NEW JERSEY AMERICAN WATER CO. ACCT NO. 1018-220015146993	Open	54.51	0.00	
24-00225	02/13/24	C0083	COMCAST & XFINITY * ACCT NO. 8499 05 216 0042612	Open	361.98	0.00	
24-00234	02/13/24	T0001	TWO RIVERS WATER RECLAMATION WLB SEWER BILLS QTR 1 2024	Open	709.45	0.00	
24-00238	02/13/24	KNOWB005	KNOWBE4 SECURITY QUOTE#: Q-804948	Open	2,508.84	0.00	
24-00240	02/14/24	CASAP005	Casa Payroll Service JAN (2) INVOICE NO. 1216271	Open	257.00	0.00	
24-00242	02/14/24	AVAYA005	AVAYA FINANCIAL SERVICES IP INVOICE NO. 44066801	Open	187.60	0.00	
24-00243	02/14/24	C0008	CARUSO & BAXTER TAX MATTERS INVOICED 2/14/2024	Open	1,554.50	0.00	
24-00244	02/15/24	I0034	MICHAEL IRENE, JR. JAN AND FEB PB AND ZB RETAINER	Open	3,428.00	0.00	
24-00245	02/15/24	C0083	COMCAST & XFINITY * ACCT NO. 8499 05 216 0042612	Open	341.30	0.00	

Total Purchase Orders:	96	Total P.O. Line Items:	0	Total List Amount:	123,669.58	Total Void Amount:	0.00
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Totals by Year-Fund							
Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
	3-01	71,864.92	0.00	71,864.92	0.00	0.00	71,864.92
	4-01	49,938.05	0.00	49,938.05	0.00	0.00	49,938.05
	D-13	1,866.61	0.00	1,866.61	0.00	0.00	1,866.61
Total of All Funds:		123,669.58	0.00	123,669.58	0.00	0.00	123,669.58