

SUBJECT TO CHANGE
BOROUGH OF WEST LONG BRANCH

March 6, 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 21, 2024

Executive Session Minutes
February 21, 2024

Council Minutes
February 21, 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. Tax Collector's Monthly Report – January 2024
2. EMS Membership Application – Fritz Salomon – Auxiliary Membership

ORDINANCES:

1. Ordinance No. O-24-6 – An Ordinance Increasing Fines for Parking when Roads are Snow Covered
Introduction
2. Ordinance No. O-24-7 - An Ordinance Amending Ordinance 15-4.9 Regarding the Penalties for Opening Streets Without First Obtaining a Permit
Introduction

RESOLUTIONS:

1. R-24-46 Resolution Approving 2024 Borough Engineer Contract
2. R-24-55 Resolution Approving Employee Policy Manual
3. R-24-56 Resolution Appointing Public Defender

UNFINISHED BUSINESS:

NEW BUSINESS:

BILLS AND CLAIMS:

OPPORTUNITY FOR ANY PERSON TO BE HEARD:

MOTION TO CLOSE THE PUBLIC PORTION AND ADJOURN:

ORDINANCE NO. O-24-6

**AN ORDINANCE INCREASING FINES FOR PARKING
WHEN ROADS ARE SNOW COVERED**

WHEREAS, during the last two snowstorms, numerous vehicles were parked on public streets when the roads were snow covered, which is a violation of Ordinance 7-3.4 and its Schedule II; and

WHEREAS, the current fines for such a violation are only \$25.00, which fines both the Police Department and the governing body feel are insufficient to encourage motorists to remove their vehicles from the streets when the roads are snow covered; and

WHEREAS, the governing body continues to feel that it is a hazard to have cars parked on the streets when the roads are snow covered, thereby adversely affecting the ability of the borough to plow those streets;

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

SECTION 1:

The fine for violating Ordinance 7-3.4 and its Schedule II shall be \$100.00.

SECTION 2:

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

Introduced:
Passed:
Adopted:

MAYOR

BOROUGH CLERK

ORDINANCE NO. O-24-7

**AN ORDINANCE AMENDING ORDINANCE 15-4.9
REGARDING THE PENALTIES FOR OPENING STREETS
WITHOUT FIRST OBTAINING A PERMIT**

WHEREAS, the Borough of West Long Branch currently has ordinance provisions requiring utility companies and others who wish to open streets for a variety of purposes, setting forth the parameters for doing so and the requirements for street reconstruction when the work is completed; and

WHEREAS, the borough has recently noticed that this ordinance is being violated by persons or entities opening streets without first obtaining permits to do so, which violates the existing borough ordinances, for which the current penalty is insufficient; and

WHEREAS, the governing body is of the opinion that, considering the time and expense which goes into the paving of borough streets, there should be significant penalties imposed upon any persons or entities opening public streets without first obtaining permits;

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

SECTION 1.

Any person or entity violating the provisions of Ordinance 15-4.1 et. seq., which requires persons or entities seeking to open public streets to first obtain a permit to do so.

SECTION 2.

The penalty for a violation of ordinance 15-4 and its subsections shall be \$2,000.00, plus the cost to the borough for correction of the violations.

SECTION 3.

The fine to be paid by the violator is in addition to the requirements that the violator comply with existing borough ordinances regarding street repairs and reconstruction following the opening of the street.

SECTION 4.

Any street opening done without first having obtained a permit shall continue to be a violation of the borough ordinance. The determination of emergency shall only be made by the borough, and not by the person or entity undertaking the street opening.

SECTION 5. REPEALER.

This ordinance shall repeal and replace any existing ordinances to the extent they are inconsistent with this ordinance.

SECTION 6.

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

Introduced:
Passed:
Adopted:

MAYOR

BOROUGH CLERK

Councilmember offered the following resolution and moved its adoption:

3/6/24

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 March 6, 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	\$81.00
Intern	\$87.00
Junior Field Staff	\$103.00
Junior Technical Staff	\$124.00
Field Staff	\$149.00
Technical Staff	\$155.00
Junior Professional Staff	\$163.00
Senior Technical + Field Staff	\$166.00
Professional Staff	\$174.00
Supervising Technical Staff	\$179.00
Senior Professional Staff	\$190.00
Manager	\$193.00
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 subcontractorsInvoice 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# 0083800	
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




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/certcpt.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:

3/6/24

RESOLUTION APPROVING EMPLOYEE POLICY MANUAL

WHEREAS, the Borough Administrator reviewed the existing Employee Policy Manual and found that it requires amendments; and

WHEREAS, such amendments have been made as per the recommendations of the Borough’s Special Counsel.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of West Long Branch that the “BOROUGH OF WEST LONG BRANCH EMPLOYEE POLICY MANUAL”, amended as of February 23, 2024, is hereby approved; and

BE IT FURTHER RESOLVED that Borough Administration is hereby directed to distribute copies of the amended Employee Policy Manual to all Borough Employees.

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 March 6, 2024.

BOROUGH CLERK

Councilmember offered the following resolution and moved its adoption:

RESOLUTION APPOINTING PUBLIC DEFENDER

3/6/24

WHEREAS, the office of Public Defender will be vacant on April 1, 2024, due to the resignation of PAUL ZAGER, effective March 31, 2024; and

WHEREAS, there exists a need for a Public Defender in the Borough of West Long Branch, County of Monmouth; and

WHEREAS, the Borough previously solicited proposals for this service in accordance with the fair and open process as required by Ordinance No. O-06-9; and

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

WHEREAS, the Mayor has submitted the name of JOHN J HOPKINS III for appointment as Public Defender, effective April 1, 2024;

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Borough Council of the Borough of West Long Branch that the appointment for the year 2024 of PAUL ZAGER as Public Defender be and the same is hereby confirmed; and

BE IT FURTHER RESOLVED that this appointment is made under the fair and open process as required by Borough Ordinance No. O-06-9; and

BE IT FURTHER RESOLVED that a copy of this resolution be published upon adoption 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 March 6, 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
23-01740	11/28/23	S0070	STAPLES ADVANTAGE	CODE ENFORCEMENT OFC SUPPLIES	Open	136.45	0.00
24-00083	01/25/24	R0130	RUTGERS CENTER FOR GOVT SERVIC	G. TARTARO TRAINING	Open	2,250.00	0.00
24-00150	02/09/24	PORTE005	PORTER LEE CORPORATION	PD INV#: 29493 THRU DEC 2024	Open	1,075.00	0.00
24-00163	02/09/24	N0005	NAPA AUTO PARTS CENTER	DPW INVOICES, VARIOUS	Open	255.13	0.00
24-00169	02/09/24	ATLAN005	ATLANTIC FIRE PROTECTION	WLB COMM CENTER INV#: 12464303	Open	166.00	0.00
24-00173	02/09/24	S0012	SEABOARD WELDING	DPW INVOICES, VARIOUS	Open	138.20	0.00
24-00175	02/09/24	N0005	NAPA AUTO PARTS CENTER	POLICE DEPT. INVOICES	Open	172.38	0.00
24-00181	02/09/24	N0005	NAPA AUTO PARTS CENTER	DPW INVOICES, VARIOUS	Open	94.11	0.00
24-00192	02/09/24	T0051	TAYLOR FENCE COMPANY	DPW INV#: 24-000551	Open	59.22	0.00
24-00194	02/09/24	T0120	TRUIS INC	DPW INV#: SI102029 BOLTS/NUTS	Open	47.00	0.00
24-00198	02/09/24	M0212	MONMOUTH COUNTY SPCA	DEC 2023 SPCA BILL	Open	1,359.50	0.00
24-00212	02/13/24	N0030	NJ CONFERENCE OF MAYORS	CLERK INV#: 2024372 2024 DUES	Open	395.00	0.00
24-00216	02/13/24	A0038	ALLIED FIRE & SAFETY	FIRE INSPECTION INVOICES	Open	1,066.50	0.00
24-00218	02/13/24	D0125	DELISA WASTE SERVICES	JAN 2024 - TIPPING 16-31	Open	9,027.37	0.00
24-00219	02/13/24	W0038	W.B. MASON CO. INC.	BOROUGH HALL OFFICE SUPPLIES	Open	204.38	0.00
24-00222	02/13/24	D0015	DELTA DENTAL PLAN OF N.J.	DENTAL PREMIUMS - FEB 2024	Open	2,080.72	0.00
24-00223	02/13/24	FEDEX005	FEDEX *	DPW INV#: 8-384-76963	Open	15.60	0.00
24-00227	02/13/24	PROJA005	PRO JANITORIAL SERVICES, LLC	JANITORIAL - FEB 2024	Open	3,000.00	0.00
24-00229	02/13/24	G0051	GEORGE WALL FORD	DPW INV#: F0CS390346 TRUCK 85	Open	307.80	0.00
24-00236	02/13/24	G0051	GEORGE WALL FORD	POLICE INV#: 237372 UNIT 05	Open	146.40	0.00
24-00237	02/13/24	EYEME005	EYEMED	VISION COVERAGE FEB 2024	Open	52.77	0.00
24-00282	02/19/24	D0125	DELISA WASTE SERVICES	JAN 2024 - RECYCLING	Open	4,936.92	0.00
24-00331	02/27/24	C0008	CARUSO & BAXTER	LEGAL & TAX INVOICED 2/26/24	Open	3,939.00	0.00
24-00332	02/27/24	C0008	CARUSO & BAXTER	MAR 2024 RETAINER	Open	6,250.00	0.00

Total Purchase Orders: 24 Total P.O. Line Items: 0 Total List Amount: 37,175.45 Total Void Amount: 0.00

Totals by Year-Fund							
Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
	3-01	136.45	0.00	136.45	0.00	0.00	136.45
	4-01	35,679.50	0.00	35,679.50	0.00	0.00	35,679.50
	D-13	1,359.50	0.00	1,359.50	0.00	0.00	1,359.50
Total of All Funds:		37,175.45	0.00	37,175.45	0.00	0.00	37,175.45