

SUBJECT TO CHANGE
BOROUGH OF WEST LONG BRANCH
COUNCIL MEETING

December 5, 2018
(Immediately Following Caucus Meeting Which Starts at 6:30 PM)

MAYOR JANET W. TUCCI PRESIDES

MAYOR TUCCI REPORTS SUNSHINE LAW COMPLIED WITH

PRESENT: BRAY, JULIANO, MANGO, MIGLIACCIO, NEYHART, PENTA
ABSENT:

READING AND APPROVAL OF MINUTES:

REPORTS OF STANDING COMMITTEES:

MAYOR TUCCI:

COUNCILMAN BRAY (FINANCE & ADMINISTRATION):

COUNCILWOMAN JULIANO (FIRE & FIRST AID):

COUNCILWOMAN MANGO (RECREATION, ENVIRONMENTAL, & SHADE TREE):

COUNCILMAN MIGLIACCIO (PUBLIC PROPERTY):

COUNCILMAN NEYHART (POLICE):

COUNCILMAN PENTA (PUBLIC WORKS):

BOROUGH ADMINISTRATOR MURRAY:

BOROUGH CLERK COLE:

1. NJLM Seminar – An Orientation for Municipal Officials That are Newly Elected, Re-Elected, or Experienced
2. NJLM Seminar – Budgeting for the Elected Official
3. NJLM Local Governing Body Leadership Program

BOROUGH ATTORNEY BAXTER:

BOROUGH ENGINEER MULLAN:

COMMUNICATIONS:

1. NJ Transit Public Hearing Notice – Senior Citizen and Disabled Resident Transportation Assistance Program (SCDRTAP) Act
2. State Legislators' Legislative Updates
3. Letter of Resignation – Carrie Sniffen – Recreation Commission
4. Letter of Resignation – Toni Mullen – Tax Collector/Registrar/Secretary to Board of Health

ORDINANCES:

1. Ordinance No. O-18-12
Bond Ordinance Providing for Various Capital Improvements, By and In the Borough of West Long Branch, in the County of Monmouth, State of New Jersey; Appropriating \$315,000 Therefor and Authorizing the Issuance of \$299,999 Bonds or Notes of the Borough to Finance Part of the Cost Thereof
Second & Final Reading

RESOLUTIONS:

1. Resolution Approving Payment Certificate of Meco, Inc. (R-18-126)
2. Resolution Approving and Authorizing Pupil Transportation Contract With Shore Regional High School District (R-18-127)
3. Resolution Authorizing Entry Into Memorandum of Understanding (MOU) for FEMA Assistance to Firefighter's Grant (R-18-129)
4. Resolution Authorizing the Borough of West Long Branch to Participate in Intra-County Mutual Aid and Assistance Agreements With Participating Units in the County of Monmouth (R-18-130)
5. Resolution Approving Change Order and Payment Certificate of Meco, Inc. (R-18-131)
6. Resolution Providing for the Combination of Certain Issues of \$4,027,500 General Obligation Bonds, Series 2018 of the Borough of West Long Branch, in the County of Monmouth, State of New Jersey, Determining the Form and Other Details of Such Bonds Providing for the Sale of Such Bonds and Notes to the Monmouth County Improvement Authority Pursuant to the 2018 Pooled Governmental Loan Program (R-18-132)
7. Resolution Hiring Public Works Laborer (R-18-133)
8. Resolution Approving CodeRed Next Services Agreement With Onsolve, LLC (R-18-134)
9. Resolution Approving Agreement With the Monmouth County SPCA for Animal Shelter Services (R-18-135)
10. Resolution Approving Agreement With the Monmouth County SPCA for Emergency Animal Control Officer (ACO) Services (R-18-136)

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-18-12

BOND ORDINANCE PROVIDING FOR VARIOUS CAPITAL
IMPROVEMENTS, BY AND IN THE BOROUGH OF WEST
LONG BRANCH, IN THE COUNTY OF MONMOUTH,
STATE OF NEW JERSEY; APPROPRIATING \$315,000
THEREFOR AND AUTHORIZING THE ISSUANCE OF
\$299,999 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 improvement or purpose described in Section 3 of this bond ordinance is hereby authorized as a general improvement or purpose to be undertaken by the Borough of West Long Branch, in the County of Monmouth, State of New Jersey (the "Borough"). For the said improvement or purpose stated in Section 3, there is hereby appropriated the sum of \$315,000, which is inclusive of \$15,001 as the amount of down payment for said improvement or purpose 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.

SECTION 2. For the financing of said improvement or purpose described in Section 3 hereof and to meet the part of said \$315,000 appropriation not provided for by application hereunder of said down payment, negotiable bonds of the Borough are hereby authorized to be issued in the principal amount of \$299,999 pursuant to the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvement or purpose, negotiable notes of the Borough in a principal amount not exceeding \$299,999 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 obligations are to be issued include, but are not limited to:

<u>Description</u>	<u>Appropriation</u>	<u>Authorization</u>	<u>Down Payment</u>	<u>Useful Life</u>
(i) Asbestos Remediation - Asbestos Remediation at 95 Poplar Avenue Including, But Not Limited To, Demolition, Environmental Investigations And Remedial Action, Clean-Up, And Disposal; and	\$215,000	\$204,761	\$10,239	5 years
(ii) Roads - Various Road Improvements In The Borough Including, But Not Limited To, Excavation,	\$100,000	\$95,238	\$4,762	10 years

<u>Description</u>	<u>Appropriation</u>	<u>Authorization</u>	<u>Down Payment</u>	<u>Useful Life</u>
Milling, Paving, Reconstruction And Boxing Out And Resurfacing Or Full Depth Pavement Replacement, And Where Necessary, The Sealing Of Pavement Cracks And Pavement Repair And Improvements, And Associated Repairing And/Or Installation Of Curbs, Sidewalks And Driveway Aprons, Resetting Utility Castings, Drainage Work, Roadway Painting, And Aesthetic Improvements.				

(b) The above improvements or purposes set forth in Section 3(a) shall also include, as applicable, all engineering and design work, surveying, planning, construction planning, preparation of plans and specifications, permits, bid documents, construction inspection, reporting and contract administration, and all work, materials, equipment, apparatus, labor and appurtenances necessary therefor or incidental thereto, all in accordance with the plans therefor on file in the office of the Borough Clerk and available for public inspection and hereby approved;

(c) The estimated maximum amount of bonds or notes to be issued for said improvement or purpose is \$299,999.

(d) The estimated cost of said improvement or purpose is \$315,000, inclusive of the down payment in the amount of \$15,001 for said improvement or purpose.

SECTION 4. 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 improvement and purpose 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. 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 or otherwise authorized by the Local Bond 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 improvement or purpose described in Section 3 of this bond ordinance is not a current expense and is an improvement 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 improvement or purpose 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 6.91 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 \$299,999 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 \$100,000 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 purpose or improvement hereinbefore described.

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

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

SECTION 10. The Borough Chief Financial Officer is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Borough and to execute such disclosure document on behalf of the Borough. The Borough Chief Financial Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Borough pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the Borough and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Borough fails to comply with its undertaking,

the Borough shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

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

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

Councilmember offered the following resolution and moved its adoption:

12/5/18

RESOLUTION APPROVING PAYMENT CERTIFICATE OF MECO, INC.

WHEREAS, MECO, INC., P.O. Box 536, Clarksburg, New Jersey 08510, has completed work in connection with the 2017/2018 Road Improvement Program; and

WHEREAS, the Borough Engineer has reported that Payment Certificate No. 3, in the amount of \$272,459.25, is in proper form and that the stated work has been completed;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of West Long Branch that Payment Certificate No. 3, in the amount of \$272,459.25, as set forth in the Borough Engineer's letter dated November 1, 2018, is hereby approved; and

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

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

AYES:
NAYS:
ABSENT:
ABSTAIN:

Councilmember offered the following resolution and moved its adoption:

**RESOLUTION APPROVING AND AUTHORIZING PUPIL TRANSPORTATION
CONTRACT WITH SHORE REGIONAL HIGH SCHOOL DISTRICT**

12/5/18

WHEREAS, N.J.S.A. 18A:39-1.2 authorizes regional school boards to provide discretionary bussing to students within 2½ miles of the school by entering into a contractual agreement with a participating municipality; and

WHEREAS, SHORE REGIONAL HIGH SCHOOL DISTRICT (hereafter referred to as "SHORE REGIONAL") has provided discretionary bussing to West Long Branch students in the past; and

WHEREAS, the Governing Body of the Borough of West Long Branch has restudied the matter regarding cost, area to be covered by bussing, and route changes, and has determined that it is in the best interest of the Borough to continue this arrangement; and

WHEREAS, funds are or will be available for payment of these costs;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of West Long Branch that the attached contract between SHORE REGIONAL and the Borough of West Long Branch be and the same is hereby approved, and the Mayor and Borough Clerk are hereby authorized to sign the same; and

BE IT FURTHER RESOLVED that the attached contract, in the amount of \$28,460 for the 2018-2019 school year, is hereby approved, payment for which shall be made in the installments indicated, which are allocated in the amounts of \$7,115 in calendar year 2018, and \$21,345 in the first half of calendar year 2019.

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

AYES:
NAYS:
ABSENT:
ABSTAIN:



Shore Regional High School District

Monmouth Beach – Oceanport – Sea Bright – West Long Branch

Corey J. Lowell, SFO
School Business Administrator

132 Monmouth Park Highway
West Long Branch, New Jersey 07764-1396

October 12, 2018

Lori Cole
Borough Cole
Borough of West Long Branch
PO Box 639
West Long Branch, New Jersey 07764

Re: Courtesy busing transportation contract 2018-2019 school year

Dear Ms. Cole:

Enclosed please find the contract and listing of students for the transportation of non-remote students to Shore Regional High School for the 2018-2019 school year.

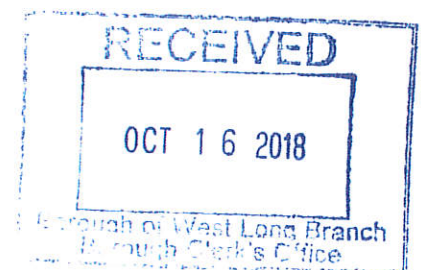
Please sign both copies of the contract and return one copy to Shore Regional.

Sincerely,

Corey J. Lowell

Corey J. Lowell, SFO
Business Administrator/Board Secretary

Enclosures



Working in collaboration with all stakeholders, we pursue a shared vision of a high quality regional high school that puts *students first*.

Our mission of the Shore Regional High School District is to produce altruistic graduates who are lifelong learners, equipped with unlimited capacity to compete in a superior manner.

"Students First"

The Board of Education of Shore Regional High School District in the county of Monmouth (hereinafter "Shore"), and the Borough of West Long Branch, in the county of Monmouth (hereinafter "West Long Branch"), hereby agree that:

1. Shore will transport pupils who reside in West Long Branch, New Jersey and attend Shore Regional High School along or adjacent to routes hereinafter described to and from places hereinafter specified, every school day from September 1, 2018 to June 30, 2019, said dates comprising the 2018-2019 school year.
2. Shore shall be paid by West Long Branch the sum herein described for two (2) routes as shown on Exhibit O-1, annexed hereto and made a part hereof. All buses will complete the morning run and transport the students to Shore Regional at or before 7:30 a.m.. All buses will return the students to their homes at the end of each school day upon dismissal at 2:25 p.m.
3. West Long Branch agrees that if Shore fully performs the services required herein, it will pay to Shore on an annual contract the sum of \$28,460 payable in four (4) installments as follows: \$7,115 payable on or before December 1, 2018; \$7,115 payable on or before February 1, 2019; \$7,115 payable on or before April 1, 2019; and \$7,115 payable Payable on or before June 1, 2019.
4. It is understood that the \$28,460 Figure in paragraph 3 is the expected and maximum cost to be paid by West Long Branch for the time indicated in paragraph 1 herein. It is explicitly understood that the figure of \$28,460 may decrease as a result of the lack of need for the number of buses indicated once the school year begins. Should that occur, Shore will recalculate the cost and provide a prorated reduction for the balance of the year, which shall be given in the form of reduced payments for the remaining payment due under this contract. West Long Branch understands that there will be no decrease unless there is a cost reduction to Shore.
5. Shore does hereby agree to provide transportation to all West Long Branch students covered under this contract attending Shore Regional High School unless the student chooses to provide his/her own method of transportation.
6. Shore will provide the necessary buses during the contract period and qualified bus drivers for the designated routes.
7. Shore will be responsible for the maintenance of the buses with no additional cost to West Long Branch Borough.
8. The individual bus stops will be established by Shore and will be adjusted as needed.

9. The failure of one party to this contract to comply with the provisions hereof shall constitute good cause for its termination by other party to it.
10. Payment from West Long Branch to Shore shall be made upon submission of vouchers by Shore in the ordinary course and consistent with the payment terms set forth in paragraph 3 herein.

IN WITNESS WHEREOF, the parties have duly signed this contract this 10th
Day of October, 2018.

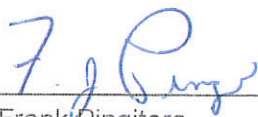
The Board of Education of Shore Regional High School District in the County of Monmouth.



Corey Lowell,
School Business Administrator/Board Secretary

10/11/18

Date



Frank Pingitore,
President, Board of Education

10/11/18

Date

Lori Cole
Borough Clerk

Date

Janet Tucci
Mayor, West Long Branch

Date

STUDENTS	SCHOOLO	MILES	BOROUGH
Fidelis, Joao	Shore Regional HS	1	SHORE 06 W L B AM / PM
HarKavy, Jolie	Shore Regional HS	1	SHORE 06 W L B AM / PM
Wilson, Benjamin	Shore Regional HS	1	SHORE 06 W L B AM / PM
Saponaro, Lauren	Shore Regional HS	1	SHORE 06 W L B AM / PM
Serrao, Alana	Shore Regional HS	1	SHORE 06 W L B AM / PM
Serrao, Anthony	Shore Regional HS	1	SHORE 06 W L B AM / PM
Rosen, Ryan	Shore Regional HS	1	SHORE 06 W L B AM / PM
Lonigro, Elizabeth	Shore Regional HS	1	SHORE 06 W L B AM / PM
O'Brien, Aidan	Shore Regional HS	1	SHORE 06 W L B AM / PM
Gonzalez, Amanda	Shore Regional HS	1	SHORE 06 W L B AM / PM
Borriello, Sarah	Shore Regional HS	1	SHORE 06 W L B AM / PM
Barry, Keely	Shore Regional HS	1	SHORE 06 W L B AM / PM
Boleche, Akinari	Shore Regional HS	1	SHORE 06 W L B AM / PM
Creighton, Charles	Shore Regional HS	1	SHORE 06 W L B AM / PM
Souza, Joao-Pedro	Shore Regional HS	1	SHORE 06 W L B AM / PM
DeNovaes, Gustavo	Shore Regional HS	1	SHORE 06 W L B AM / PM
Santos Cunha, Joao	Shore Regional HS	1	SHORE 06 W L B AM / PM
Crowe, Ryley	Shore Regional HS	1	SHORE 06 W L B AM / PM
Entwistle, Justin	Shore Regional HS	1	SHORE 06 W L B AM / PM
Arvanitis, Sophia	Shore Regional HS	1	SHORE 06 W L B AM / PM
Brockriede, Jordanna	Shore Regional HS	1	SHORE 06 W L B AM / PM
Caruso, John-Brian	Shore Regional HS	1	SHORE 06 W L B AM / PM
Grimm, Barbara	Shore Regional HS	1	SHORE 06 W L B AM / PM
Grimm, Parker	Shore Regional HS	1	SHORE 06 W L B AM / PM
Wortman, Charles	Shore Regional HS	1	SHORE 06 W L B AM / PM
Bastelli, Jason	Shore Regional HS	1	SHORE 06 W L B AM / PM
Masica, Emma	Shore Regional HS	1	SHORE 06 W L B AM / PM
Camargos, Joao-Pedro	Shore Regional HS	1	SHORE 06 W L B AM / PM
Shamah, Susan	Shore Regional HS	1	SHORE 06 W L B AM / PM
Miller, Taylor	Shore Regional HS	1.072	SHORE 06 W L B AM / PM
Flanagan, Ryan	Shore Regional HS	1.082	SHORE 06 W L B AM / PM
Flanagan, Brendan	Shore Regional HS	1.082	SHORE 06 W L B AM / PM
Aria, Joseph	Shore Regional HS	1.096	SHORE 06 W L B AM / PM
Paolantonio, Emma	Shore Regional HS	1.208	SHORE 06 W L B AM / PM
Gordon, Justeen	Shore Regional HS	1.304	SHORE 06 W L B AM / PM
Fabul, Earl John	Shore Regional HS	1.342	SHORE 06 W L B AM / PM
DeNovaes, Brandon	Shore Regional HS	1.366	SHORE 06 W L B AM / PM
Littman, Sophia	Shore Regional HS	1.393	SHORE 06 W L B AM / PM
Palmero, Jade	Shore Regional HS	1.405	SHORE 06 W L B AM / PM
Nichols, Brendan	Shore Regional HS	1.418	SHORE 06 W L B AM / PM
DiCianni, Grace	Shore Regional HS	1.446	SHORE 06 W L B AM / PM
Sousa, Taylor	Shore Regional HS	1.451	SHORE 06 W L B AM / PM
Fishkin, Colette	Shore Regional HS	1.463	SHORE 06 W L B AM / PM
Carlstrom, Terry	Shore Regional HS	1.465	SHORE 06 W L B AM / PM
Younger, Katie	Shore Regional HS	1.465	SHORE 06 W L B AM / PM
Antonucci, Francesca	Shore Regional HS	1.465	SHORE 06 W L B AM / PM
Illiano, Frank	Shore Regional HS	1.471	SHORE 06 W L B AM / PM
Fisher, Karliegh	Shore Regional HS	1.472	SHORE 06 W L B AM / PM

Green, Paige	Shore Regional HS	1.477 SHORE 06 W L B AM / PM
Simon, Laszlo	Shore Regional HS	1.48 SHORE 06 W L B AM / PM
Simon, Alexis	Shore Regional HS	1.484 SHORE 06 W L B AM / PM
Schoonover, Lars	Shore Regional HS	1.492 SHORE 06 W L B AM / PM
Rivera, Alexandra	Shore Regional HS	1.492 SHORE 06 W L B AM / PM
Koob, Kyle	Shore Regional HS	1.503 SHORE 06 W L B AM / PM
Koob, Erin	Shore Regional HS	1.503 SHORE 06 W L B AM / PM
Mays, Abigail	Shore Regional HS	1.51 SHORE 06 W L B AM / PM
Myers, Isabella	Shore Regional HS	1.518 SHORE 06 W L B AM / PM
Torres, Cade	Shore Regional HS	1.522 SHORE 06 W L B AM / PM
McLaughlin, Tiernan	Shore Regional HS	1.538 SHORE 06 W L B AM / PM
McLaughlin, KateAnn	Shore Regional HS	1.538 SHORE 06 W L B AM / PM
Gonzalez, Aliza	Shore Regional HS	1.541 SHORE 06 W L B AM / PM
Stevenson, John	Shore Regional HS	1.559 SHORE 06 W L B AM / PM
Silva, Sarah	Shore Regional HS	1.562 SHORE 06 W L B AM / PM
Lopez, Naisset	Shore Regional HS	1.568 SHORE 06 W L B AM / PM
Dayan, Dennis	Shore Regional HS	1.579 SHORE 06 W L B AM / PM
Toro, Ashley	Shore Regional HS	1.58 SHORE 06 W L B AM / PM
Troncoso, Cameron	Shore Regional HS	1.594 SHORE 06 W L B AM / PM
Covin, John Paul	Shore Regional HS	1.598 SHORE 06 W L B AM / PM
Smith, Kathleen	Shore Regional HS	1.599 SHORE 06 W L B AM / PM
Vieira, Kayla	Shore Regional HS	1.616 SHORE 06 W L B AM / PM
Perrella, JoLynn	Shore Regional HS	1.619 SHORE 06 W L B AM / PM
Attanasio, Sydney	Shore Regional HS	1.622 SHORE 06 W L B AM / PM
Smuro, Tanner	Shore Regional HS	1.625 SHORE 06 W L B AM / PM
Saponaro, Isabella	Shore Regional HS	1.629 SHORE 06 W L B AM / PM
Silva, Yasmin	Shore Regional HS	1.631 SHORE 06 W L B AM / PM
Chen, Tina	Shore Regional HS	1.633 SHORE 06 W L B AM / PM
Lin, Jonathan	Shore Regional HS	1.633 SHORE 06 W L B AM / PM
DaSilva-Capuanu, Daniel	Shore Regional HS	1.637 SHORE 06 W L B AM / PM
Pinto, Jake	Shore Regional HS	1.656 SHORE 06 W L B AM / PM
Kurtz, Julian	Shore Regional HS	1.657 SHORE 06 W L B AM / PM
Carew, Samantha	Shore Regional HS	1.664 SHORE 06 W L B AM / PM
Myles, Hunter	Shore Regional HS	1.665 SHORE 06 W L B AM / PM
Crystal, Daniella	Shore Regional HS	1.679 SHORE 06 W L B AM / PM
Matier, Madeline	Shore Regional HS	1.682 SHORE 06 W L B AM / PM
Malfa, Ryan	Shore Regional HS	1.694 SHORE 06 W L B AM / PM
Schussler, Juliana	Shore Regional HS	1.696 SHORE 06 W L B AM / PM
Schussler, Sophia	Shore Regional HS	1.696 SHORE 06 W L B AM / PM
Fortin, Nolan	Shore Regional HS	1.703 SHORE 06 W L B AM / PM
Carvalho, Maria	Shore Regional HS	1.708 SHORE 06 W L B AM / PM
Creighton, Conor	Shore Regional HS	1.744 SHORE 06 W L B AM / PM
Benatar, Abraham	Shore Regional HS	1.757 SHORE 06 W L B AM / PM
Benatar, Fortune	Shore Regional HS	1.757 SHORE 06 W L B AM / PM
Junqueira, Kathleen	Shore Regional HS	1.764 SHORE 06 W L B AM / PM
Munjack, Eric	Shore Regional HS	1.815 SHORE 06 W L B AM / PM
Babson, Mathias	Shore Regional HS	1.826 SHORE 06 W L B AM / PM
Mavorah, Abe	Shore Regional HS	1.849 SHORE 06 W L B AM / PM
Mack, Emily	Shore Regional HS	1.86 SHORE 06 W L B AM / PM

Nicolas, Guy Marc	Shore Regional HS	1.895 SHORE 06 W L B AM / PM
Areyan, Nina	Shore Regional HS	1.904 SHORE 06 W L B AM / PM
Kallman, Jacob	Shore Regional HS	1.914 SHORE 06 W L B AM / PM
Brockriede, Nicholas	Shore Regional HS	1.956 SHORE 06 W L B AM / PM
Mattone, Olivia	Shore Regional HS	2.005 SHORE 06 W L B AM / PM
Mattone, Logan	Shore Regional HS	2.012 SHORE 06 W L B AM / PM
Parrino, Tiffany	Shore Regional HS	2.023 SHORE 06 W L B AM / PM
Hazelrigg, Sarah	Shore Regional HS	2.081 SHORE 06 W L B AM / PM
Hazelrigg, Emily	Shore Regional HS	2.081 SHORE 06 W L B AM / PM
Bezerra, William	Shore Regional HS	0.652 SHORE 05 W L B AM
Rafael, Litzy	Shore Regional HS	0.656 SHORE 05 W L B AM
Viana, Jaden	Shore Regional HS	0.697 SHORE 05 W L B AM
Jones, Natalie	Shore Regional HS	0.697 SHORE 05 W L B AM
Accoo, James	Shore Regional HS	0.734 SHORE 05 W L B AM
Hickson, Jaylen	Shore Regional HS	0.74 SHORE 05 W L B AM
Valerio, Louis	Shore Regional HS	0.754 SHORE 05 W L B AM
Laughlin, Dylan	Shore Regional HS	0.759 SHORE 05 W L B AM
Ippolito, Matthew	Shore Regional HS	0.778 SHORE 05 W L B AM
Jones, Nathan	Shore Regional HS	0.779 SHORE 05 W L B AM
Lang, Mallory	Shore Regional HS	0.783 SHORE 05 W L B AM
Panduri, Christopher	Shore Regional HS	0.787 SHORE 05 W L B AM
Hembling, Marisa	Shore Regional HS	0.793 SHORE 05 W L B AM
Vivian, Liza	Shore Regional HS	0.803 SHORE 05 W L B AM
Falvo-Fernandes, Hunter	Shore Regional HS	0.809 SHORE 05 W L B AM
Falvo-Fernandes, Jade	Shore Regional HS	0.809 SHORE 05 W L B AM
Arias, Natalia	Shore Regional HS	0.811 SHORE 05 W L B AM
Overton, Gyonna	Shore Regional HS	0.816 SHORE 05 W L B AM
Weinreich, Paige	Shore Regional HS	0.83 SHORE 05 W L B AM
Rosario, Antonio	Shore Regional HS	0.83 SHORE 05 W L B AM
Carvalho de Moraes, Maria	Shore Regional HS	0.844 SHORE 05 W L B AM
Capello De Souza, Murilo	Shore Regional HS	0.848 SHORE 05 W L B AM
Olsen, Jillian	Shore Regional HS	0.859 SHORE 05 W L B AM
Macieira, Ashley	Shore Regional HS	0.93 SHORE 05 W L B AM
Neyhart, Anthony	Shore Regional HS	0.933 SHORE 05 W L B AM
Blondek, Noah	Shore Regional HS	0.943 SHORE 05 W L B AM
Gannon, Rocco	Shore Regional HS	0.953 SHORE 05 W L B AM
Lepping, Peyton	Shore Regional HS	0.969 SHORE 05 W L B AM
Silva, Lucas	Shore Regional HS	0.988 SHORE 05 W L B AM
Lenches, Jayde	Shore Regional HS	1 SHORE 05 W L B AM
McVay, Thomas	Shore Regional HS	1 SHORE 05 W L B AM
Dantas, Kellin	Shore Regional HS	1 SHORE 05 W L B AM
Macieira, Katia	Shore Regional HS	1 SHORE 05 W L B AM
Ciambrone, Valentino	Shore Regional HS	1 SHORE 05 W L B AM
Ciambrone, Anthony	Shore Regional HS	1 SHORE 05 W L B AM
Fonte Boa, Joao	Shore Regional HS	1 SHORE 05 W L B AM
Caetano Lima, Kauan	Shore Regional HS	1 SHORE 05 W L B AM
Paris, Jaydin	Shore Regional HS	1 SHORE 05 W L B AM
Olsen, Emilie	Shore Regional HS	1 SHORE 05 W L B AM
Weinreich, Aiden	Shore Regional HS	1 SHORE 05 W L B AM

Boker, Brooke	Shore Regional HS	1 SHORE 05 W L B AM
Montes-Ramirez, Katty	Shore Regional HS	1 SHORE 05 W L B AM
Barberino, Emmilly	Shore Regional HS	1 SHORE 05 W L B AM
O'Connell, Kieran	Shore Regional HS	1 SHORE 05 W L B AM
Jemal, Elliot	Shore Regional HS	1 SHORE 05 W L B AM
Gannon, Francis	Shore Regional HS	1 SHORE 05 W L B AM
O'Scanlon, Kayla	Shore Regional HS	1 SHORE 05 W L B AM
O'Scanlon, Connor	Shore Regional HS	1 SHORE 05 W L B AM
Sullivan, Emily	Shore Regional HS	1 SHORE 05 W L B AM
Scotti, Michelle	Shore Regional HS	1 SHORE 05 W L B AM
Finch, Sage	Shore Regional HS	1 SHORE 05 W L B AM
McKeon, Liam	Shore Regional HS	1 SHORE 05 W L B AM
Salman, Umer	Shore Regional HS	1 SHORE 05 W L B AM
Hickson, Samarraa	Shore Regional HS	1 SHORE 05 W L B AM
Scully, Maureen	Shore Regional HS	1 SHORE 05 W L B AM
Canessa, Cailey	Shore Regional HS	1.008 SHORE 05 W L B AM
Reis, Alyssa	Shore Regional HS	1.008 SHORE 05 W L B AM
Damiano, Tea	Shore Regional HS	1.009 SHORE 05 W L B AM
Thompson, Evan	Shore Regional HS	1.026 SHORE 05 W L B AM
Patel, Dhruv	Shore Regional HS	1.026 SHORE 05 W L B AM
Karpe, Madison	Shore Regional HS	1.032 SHORE 05 W L B AM
Loehr, Nolan	Shore Regional HS	1.04 SHORE 05 W L B AM
Candido, Ashley	Shore Regional HS	1.046 SHORE 05 W L B AM
Salman, Faris	Shore Regional HS	1.047 SHORE 05 W L B AM
Montealegre Chang, Katherine	Shore Regional HS	1.051 SHORE 05 W L B AM
Teufel, Janet	Shore Regional HS	1.063 SHORE 05 W L B AM
Bauman, Christian	Shore Regional HS	1.069 SHORE 05 W L B AM
Oglensky, Rachel	Shore Regional HS	1.074 SHORE 05 W L B AM
Oglensky, Sophie	Shore Regional HS	1.074 SHORE 05 W L B AM
Haddad, Eve	Shore Regional HS	1.093 SHORE 05 W L B AM
Rivera, Zachary	Shore Regional HS	1.108 SHORE 05 W L B AM
Giglio, Gabrielle	Shore Regional HS	1.139 SHORE 05 W L B AM
O'Connell, Mackenzie	Shore Regional HS	1.148 SHORE 05 W L B AM
Cittadino, Jessica	Shore Regional HS	1.174 SHORE 05 W L B AM
Roof, Moriah	Shore Regional HS	1.179 SHORE 05 W L B AM
D'Amelio, Christina	Shore Regional HS	1.192 SHORE 05 W L B AM
Miele, Catherine	Shore Regional HS	1.211 SHORE 05 W L B AM
O'Scanlon, Kyle	Shore Regional HS	1.215 SHORE 05 W L B AM
Spellman, Charles	Shore Regional HS	1.225 SHORE 05 W L B AM
Farber, Sarah	Shore Regional HS	1.294 SHORE 05 W L B AM
Calabria, Juliana	Shore Regional HS	1.297 SHORE 05 W L B AM
Ferraro, Carlie	Shore Regional HS	1.302 SHORE 05 W L B AM
Ferraro, Patrick	Shore Regional HS	1.302 SHORE 05 W L B AM
Carasia, Peyton	Shore Regional HS	1.327 SHORE 05 W L B AM
Serrano, Cristian	Shore Regional HS	1.338 SHORE 05 W L B AM
Russo, Angelina	Shore Regional HS	1.34 SHORE 05 W L B AM
O'Donnell, Carolyn	Shore Regional HS	1.35 SHORE 05 W L B AM

Councilmember offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING ENTRY INTO
MEMORANDUM OF UNDERSTANDING (MOU) FOR FEMA ASSISTANCE
TO FIREFIGHTER'S GRANT**

12/5/18

WHEREAS, the Borough of West Long Branch, in conjunction with the City of Long Branch, and the Boroughs of Oceanport, Monmouth Beach and Sea Bright have the opportunity to enter into a Memorandum of Understanding (MOU) for FEMA assistance, and seek a firefighter's grant for 2018-2019 in the amount of \$996,750.00, of which \$159,750.00 is the borough's portion; and

WHEREAS, the governing body has received, considered, and reviewed the attached MOU with the other four municipalities and finds that it is in the best interest of the Borough to enter into this agreement, with the understanding being that the Borough of West Long Branch will be responsible for a 10% match (\$15,975.00) for any equipment purchased with these grant funds for the Borough of West Long Branch;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of West Long Branch that the attached Memorandum of Understanding is hereby approved, conditioned only on the other four municipalities entering into this same MOU.

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

AYES:
NAYS:
ABSENT:
ABSTAIN:

Councilmember offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE BOROUGH OF WEST LONG BRANCH
TO PARTICIPATE IN INTRA-COUNTY MUTUAL AID AND
ASSISTANCE AGREEMENTS WITH PARTICIPATING UNITS
IN THE COUNTY OF MONMOUTH**

12/5/18

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et. Seq., ("Act") provides that any local governmental unit may enter into a contract with any other local governmental unit to provide or receive any service that each local unit is empowered to provide or receive within its own jurisdiction; and

WHEREAS, mutual aid and assistance agreements between municipalities, counties, law enforcement agencies, police, emergency medical service, fire departments, fire companies, or EMS organizations and fire departments situated in fire districts operated by a Board of Fire Commissioners, are permitted pursuant to N.J.S.A. 40A: 14-26 and 40A: 14-156.1; and

WHEREAS, the President in Homeland Security Directive (HSPD-5), directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System ("NIMS"), which would provide a consistent nationwide approach to Federal, State, local and tribal governments to work together more effectively and efficiently to prevent, prepare for, respond to and recover from domestic incidents, regardless of cause, size or complexity; and

WHEREAS, "The New Jersey Civilian Defense and Disaster Control Act" App.A9-33 et. seq., provides for the health, safety and welfare of the people of the State of New Jersey during any emergency by centralizing control of all civilian activities having to do with such emergency giving the Governor control over the resources of each and every political subdivision to cope with any condition that shall arise out of such emergency; and

WHEREAS, The Director of the Division of Fire Safety in the Department of Community Affairs promulgated rules in accordance with the "Fire Service Resource Emergency Deployment Act," N.J.A.C. 52:14E-11 et. seq., commonly referred to as the "Fire Service Resource Emergency Deployment Regulations" N.J.A.C. 5:75A et. seq.; and

WHEREAS, the Borough Council of the Borough of West Long Branch deems it to be in the best interests of the Borough to enter into Mutual Aid and Assistance Agreements with governmental entities throughout Monmouth County and all of their departments, authorities, boards, commissions and other functions under the auspices of each participating governmental entity including but not limited to, law enforcement, public works, emergency medical services, emergency management, human services, hazardous materials response units technical or special operations teams, Community

Emergency Response Team ("CERT") members, Medical Reserve Corps ("MRC") members or other volunteers and other jurisdictions defined "local governments" in the Homeland Security Act of 2002; and

WHEREAS, N.J.S.A. 40A:14-26 and 156.1 et seq. has authorized interjurisdictional mutual aid; and

WHEREAS, the Borough Council of the Borough of West Long Branch and the Participating Units recognize the benefit of entering into an Agreement for mutual aid and assistance with each other to protect against loss, damage or destruction by fire, civil unrest, hazardous material, major criminal or emergency events, natural and man-made disaster or catastrophe and to address those situations when additional aid and assistance is needed to protect the best interests of the persons and property of each individual jurisdiction.

NOW, THEREFORE, BE IT RESOLVED that the Intra-County Mutual Aid and Assistance Agreements between the Borough of West Long Branch and Participating Units be and are hereby accepted; and

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are authorized to execute the Intra-County Mutual Aid and Assistance Agreements once they have been authorized and executed by each Participating Unit; and

BE IT FURTHER RESOLVED that the Borough Clerk forward a certified true copy of this resolution to the Monmouth County Sheriff and the Office of Emergency Management Coordinator.

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

AYES:
NAYS:
ABSENT:
ABSTAIN:

Councilmember offered the following resolution and moved its adoption:

**RESOLUTION APPROVING CHANGE ORDER AND PAYMENT
CERTIFICATE OF MECO, INC.**

12/5/18

WHEREAS, MECO, INC., P.O. Box 536, Clarksburg, New Jersey 08510, has completed work in connection with the 2017/2018 Road Improvement Program; and

WHEREAS, the Borough Engineer has reported that Payment Certificate No. 4, in the amount of \$104,400.09, and Change Order No. 1, which shows a net decrease of \$278.15, are in proper form and that the stated work has been completed;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of West Long Branch that Payment Certificate No. 4, in the amount of \$104,400.09, as set forth in the Borough Engineer's letter dated November 28, 2018, is hereby approved; and

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to sign Change Order No. 1; and

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

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

AYES:
NAYS:
ABSENT:
ABSTAIN:

Councilmember offered the following resolution and moved its adoption:

**RESOLUTION PROVIDING FOR THE COMBINATION OF CERTAIN ISSUES
OF \$4,027,500 GENERAL OBLIGATION BONDS, SERIES 2018
OF THE BOROUGH OF WEST LONG BRANCH, IN THE COUNTY OF
MONMOUTH, STATE OF NEW JERSEY, DETERMINING THE FORM
AND OTHER DETAILS OF SUCH BONDS PROVIDING FOR THE
SALE OF SUCH BONDS AND NOTES TO THE MONMOUTH
COUNTY IMPROVEMENT AUTHORITY PURSUANT TO
THE 2018 POOLED GOVERNMENTAL LOAN PROGRAM**

12/5/18

WHEREAS, the Borough of West Long Branch (the "Borough"), in the County of Monmouth, State of New Jersey, has determined that there exists a need within the Borough to finance the costs of various capital improvements throughout the Borough (the "Project"); and

WHEREAS, the Borough Council has duly adopted various bond ordinances (the "Ordinances") to appropriate moneys and authorize the issuance of bonds or bond anticipation notes to undertake the Project; and

WHEREAS, the Borough has determined to finance the Project with the proceeds of a loan (the "Loan") to be made to the Borough by the Monmouth County Improvement Authority (the "MCIA") in connection with the 2018 Pooled Governmental Loan Program (the "Program"); and

WHEREAS, in order for the Borough to receive the Loan from the MCIA, it is necessary to combine the bonds authorized under said Ordinances into one consolidated issue of general obligation bonds in the aggregate principal amount of \$4,027,500 (to be issued in one or more separate series aggregating said amount) pursuant to the provisions of the Local Bond Law, N.J.S.A. 40A:2-1 et seq., as amended and supplemented (the "Local Bond Law"); and

WHEREAS, to evidence the Loan, the MCIA also requires the Borough to authorize, execute, attest and deliver the Borough's \$4,027,500 General Obligation Bonds, Series 2018 (to be issued in one or more series separate series aggregating said amount) (the "Bonds") in accordance with the provisions hereof and pursuant to the terms of the Local Bond Law, N.J.S.A. 40A:2-1 et seq. (the "Local Bond Law") and other applicable law; and

WHEREAS, section 27(a)(2) of the Local Bond Law allows for the sale of the Bonds to the MCIA without any public offering, all under the terms and conditions set forth herein and in a Bond Purchase Agreement by and between the Borough and the MCIA to be dated as of the date of the sale of such Bonds.

NOW THEREFORE, BE IT RESOLVED BY A TWO-THIRDS VOTE OF THE FULL MEMBERSHIP OF THE BOROUGH COUNCIL OF THE BOROUGH OF WEST LONG BRANCH, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY, as follows:

Section 1. Pursuant to the provisions of N.J.S.A. 40A:2-26(f), the bonds of the Borough, authorized pursuant to the bond ordinances of the Borough heretofore adopted and described in Section 2 hereof, shall be combined into a single issue of General Obligation Bonds, Series 2018 in the aggregate principal amount of \$4,027,500 to be issued in one series or more separate series aggregating said amount.

Section 2. The principal amount of bonds authorized by each ordinance to be combined into a single issue as above provided, the bond ordinances authorizing the Bonds described by reference to the ordinance number, description and date of final adoption, amount of issue and average period of usefulness determined in each of the bond ordinances are respectively, as follows:

<u>Ordinance Number</u>	<u>Description and Date of Final Adoption</u>	<u>Amount of Issue</u>	<u>Useful Life</u>
O-10-06	Various Capital Improvements, Finally Adopted 8/4/10	\$455,717	14.44 years
O-11-9	Various Capital Improvements, Finally Adopted 7/6/11	\$233,494	10 years
O-12-10	Various Capital Improvements, Finally Adopted 5/16/12	\$233,494	10 years
O-13-6	Road Improvements, Finally Adopted 9/4/13	\$624,750	10 years
O-14-1	Property Acquisition, Finally Adopted 2/19/14	\$280,169	30 years
O-14-11	Various Improvements, Finally Adopted 10/1/14	\$427,500	10 years
O-15-6	Various 2015 Roadway Improvements, Finally Adopted 5/6/15	\$838,000	15 years
O-15-8	Demolition of Former Municipal Building, Finally Adopted 9/2/15	\$95,000	5 years
O-16-8	2016 Roadway, Paving and Other Capital Improvements, Finally Adopted 8/3/16	\$839,376	15 years
Total Bonds		\$4,027,500	13.85 years avg.

Section 3. The following matters are hereby determined with respect to the combined issue of Bonds:

(a) The average period of usefulness, computed on the basis of the respective amounts of Bonds presently authorized to be issued pursuant to each of the bond ordinances and the respective periods or average periods of usefulness therein determined, is not more than 13.85 years.

(b) The Bonds of the combined issue shall be designated "General Obligation Bonds, Series 2018" (or such other designation if such Bonds are issued in one or more separate series) and shall mature within the average period of usefulness hereinabove determined.

(c) The Bonds of the combined issue shall be sold and issued in accordance with the provisions of the Local Bond Law that are applicable to the sale and issuance of bonds authorized by a single bond ordinance and accordingly may be sold with other issues of bonds.

Section 4. The following additional matters are hereby determined, declared, recited and stated:

(a) None of the Bonds described in Section 2 hereof have been sold or issued heretofore, and the several bond ordinances described in Section 2 have not been rescinded heretofore and now remain in full force and effect as authorizations for the respective amounts of bonds set opposite the descriptions of the bond ordinances set forth in Section 2 hereof.

(b) The several purposes or improvements authorized by the respective bond ordinances described in Section 2 hereof are purposes for which bonds may be issued lawfully pursuant to the Local Bond Law and some of such improvements or purposes, if applicable and permitted by law, a deduction may be taken in any annual or supplemental debt statement.

Section 5. In accordance with the provisions of N.J.S.A. 40A:2-27(a)(2), the Borough hereby sells and awards the Borough's \$4,027,500 General Obligation Bonds, Series 2018 (collectively, the "Bonds") to the MCIA in accordance with the provisions hereof and in accordance with the terms of a Bond Purchase Agreement by and between the Borough and the MCIA (the "Bond Purchase Agreement"). The Mayor of the Borough (the "Mayor") or Chief Financial Officer of the Borough (the "Chief Financial Officer") are each hereby authorized and directed on behalf of the Borough, in consultation with Bond Counsel (as hereinafter defined), to negotiate the terms of such Bond Purchase Agreement, to be dated the date of sale of the Bonds, to approve the terms of aforesaid Bond Purchase Agreement and to execute and deliver said Bond Purchase Agreement to the MCIA. The Bonds have been referred to and described in the Ordinances being finally adopted at duly called and held meetings of the Borough Council and published as required by law and which Ordinances were combined for purposes of sale pursuant to this resolution, all pursuant to terms of the Local Bond Law and other applicable law.

Section 6. The Chief Financial Officer of the Borough is hereby authorized and directed to determine, in accordance with the Local Bond Law and pursuant to the terms and conditions established by the MCIA and the terms and conditions hereof and set forth in the Bond Purchase Agreement, the following items with respect to the Bonds, except those terms and conditions which are set forth in the Bond Purchase Agreement:

- (a) The aggregate principal amount of the Bonds to be issued, provided that the total amount of Bonds issued shall not exceed the aggregate principal amount of \$4,027,500 (which may be issued in one or more separate series aggregating said amount);
- (b) The maturity and principal installments of the Bonds, which maturity shall not exceed 13.85 years;
- (c) The date of the Bonds;
- (d) The interest rates of the Bonds;
- (e) The purchase price of the Bonds; and
- (f) The terms and conditions under which the Bonds shall be subject to redemption prior to their stated maturities.

Section 7. Any determination made by the Chief Financial Officer pursuant to the terms hereof shall be conclusively evidenced by the execution and attestation of the Bonds by the parties authorized under Section 8(c) hereof.

Section 8. The Borough Council hereby determines that certain terms of the Bonds shall be as follows:

- (a) The Bonds shall be issued in a single denomination and shall be numbered GO-1 (or such other designation if such Bonds are issued in one or more separate series);
- (b) The Bonds shall be issued in fully registered form and shall be payable to the registered owners thereof as to both principal and interest in lawful money of the United States of America; and
- (c) The Bonds shall be executed by the manual or facsimile signatures of the Mayor of the Borough and the Chief Financial Officer under official seal or facsimile thereof affixed, printed, engraved or reproduced thereon and attested by the manual signature of the Clerk of the Borough (the "Borough Clerk").

Section 9. The Bonds shall be in the form set forth in Exhibit A attached hereto with such additions, deletions and omissions as may be necessary for the Borough to comply with the requirements of the Program, upon the advice of Bond Counsel to the Borough (as defined herein).

Section 10. The law firm of Archer & Greiner P.C., Red Bank, New Jersey, Bond Counsel to the Borough ("Bond Counsel"), the Borough Engineer, the Borough Attorney and the Borough Auditor are each hereby authorized and directed to perform all actions necessary to consummate the issuance of the Bonds and the Project for which the Bonds are issued, including but not limited to, drafting and arranging for the printing and execution of the Bonds and all applicable documentation necessary to memorialize and consummate the

issuance of the Bonds and the undertaking of the Project, preparing all necessary financial information, all engineering and design work, preparation of plans and specifications and conducting all necessary studies, searches and analysis in connection with the issuance of the Bonds and the undertaking of the Project. The Mayor, the Chief Financial Officer, the Borough Clerk, the Borough Attorney and any other Borough representative (including Bond Counsel or the Borough Auditor) are each hereby authorized and directed to execute and deliver any certificates necessary or desirable in connection with the financial and other information.

Section 11. The Mayor, the Chief Financial Officer, the Borough Clerk and any other Borough representative, are each hereby authorized and directed to (i) execute any certificates or documents necessary or desirable in connection with the sale of the Bonds, including the Bond Purchase Agreement, or the undertaking of the Project and each are hereby further authorized and directed to deliver same to the MCIA upon delivery of the Bonds and the receipt of payment therefor or in accordance with the Program and (ii) perform such other actions as they deem necessary, desirable or convenient, in consultation with Bond Counsel, in relation to the execution and delivery thereof.

Section 12. Upon the adoption hereof, the Borough Clerk shall forward certified copies of this resolution: (a) via facsimile, to (i) Marion Masnick of the MCIA at facsimile number 732-409-4821, and (ii) John M. Cantalupo, Esq., of Archer & Greiner P.C., Red Bank, New Jersey, Bond Counsel to the Borough, at facsimile number 732-345-8420; and (b) via certified first class mail, to (i) Marion Masnick of the MCIA at The Monmouth County Improvement Authority, Hall of Records, Main Street, Freehold, New Jersey 07728, and (ii) John M. Cantalupo, Esq., of Archer & Greiner P.C., Bond Counsel to the Borough at Riverview Plaza, 10 Highway 35, Red Bank, New Jersey 07701.

Section 13. This resolution shall take effect immediately.

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

AYES:
NAYS:
ABSENT:
ABSTAIN:

Councilmember offered the following resolution and moved its adoption:

12/5/18

RESOLUTION HIRING PUBLIC WORKS LABORER

WHEREAS, there is a need to fill a vacancy in the position of Public Works Laborer;
and

WHEREAS, the Administrator and Public Works Director conducted interviews for
this position; and

WHEREAS, it is their recommendation that BRODERICK HERON, 82 Algonquin
Avenue, Oceanport, New Jersey 07757, be hired to fill the position of Public Works Laborer
since he meets the qualifications;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of
West Long Branch that BRODERICK HERON be hired as a Public Works Laborer, with a
ninety day probationary period, at a salary of \$29,100.00 per year; and

BE IT FURTHER RESOLVED that his continued employment is conditioned upon
the favorable completion of his fingerprint check.

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

AYES:
NAYS:
ABSENT:
ABSTAIN:

Councilmember offered the following resolution and moved its adoption:

**RESOLUTION APPROVING CODERED NEXT SERVICES
AGREEMENT WITH ONSOLVE, LLC**

12/5/18

WHEREAS, the Borough of West Long Branch, at the recommendation of the West Long Branch Police Committee and West Long Branch Police Department, entered an agreement with ONSOLVE, LLC, f/k/a EMERGENCY COMMUNICATIONS NETWORK, LLC, 780 West Granada Boulevard, Ormond Beach, Florida 32174, for their **CodeRED Emergency Notification System** in 2018 to provide the ability to send out important announcements to the Borough as a whole or in sections; and

WHEREAS, the 2018 agreement provided for 15,000 system minutes at an annual cost of \$3,500.00; and

WHEREAS, ONSOLVE, LLC, submitted the attached CODERED NEXT SERVICES AGREEMENT for approval, which Agreement is for a one-year period, beginning January 1, 2019, for 15,000 system minutes at an annual cost of \$3,500.00; and

WHEREAS, the Borough Administrator has investigated this matter and recommends entering an agreement for this service; and

WHEREAS, funds are or will be available for this service;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of West Long Branch that the attached CODERED NEXT SERVICES AGREEMENT is hereby approved with the addition of the word "reasonable" in the second sentence of Section 17 and the Mayor and Borough Clerk are hereby authorized to sign the same.

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

AYES:
NAYS:
ABSENT:
ABSTAIN:

CODERED NEXT SERVICES AGREEMENT

This CodeRED® NEXT Services Agreement ("Agreement") is made and effective as of January 1, 2019 (the "Effective Date") by and between ONSOLVE, LLC, a Delaware Limited Liability Company ("Licensor") located at 780 W. Granada Boulevard, Ormond Beach, FL 32174 and the Borough of West Long Branch, a body politic and corporate of the State of New Jersey ("Licensee") located at 965 Broadway, West Long Branch, NJ 07764

Licensor is the owner of a service identified as "CodeRED® Emergency Notification System" (the "Service"), which is designed to allow authorized licensed users to have access 24 hours a day, 7 days a week for the purpose of generating high-speed notifications to targeted groups via an Internet-hosted software application. Licensee desires to utilize the Service for the purpose of communicating matters of public interest and concern. The parties agree as follows:

1. **License:** Licensor grants Licensee a non-exclusive and non-transferable license (the "License") to use the Service for Licensee's own purpose, in accordance with the terms of this Agreement. Licensor reserves the right to either charge additional fees or terminate this Agreement if other parties not contemplated in this Agreement are granted access to the Service by Licensee. Licensee assumes full and complete responsibility for the use of the Service by anyone whom Licensee permits to use the Service or who otherwise uses the Service through Licensee's access codes.

Licensee may not assign, license, sublicense, rent, sell or transfer the License, the Service, those codes used to access the Service, or any rights under this Agreement. To access the Service, Licensor will provide Licensee with unlimited unique user name(s) and password(s).

2. **Ownership:** Licensee also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with the Service or any software provided. The Licensee's License confers no title or ownership in the Service or its underlying technology.
3. **Copyright:** Licensee understands and agrees that United States copyright laws and international treaty provisions protect the Service. Except for the limited License provided for herein, Licensor reserves all rights in and to the Service and all underlying data, compilations, and information maintained by Licensor relating to the Service, including but not limited to, the source or object code. Licensee shall not make any ownership, copyright or other intellectual property claims related to the Service or data processed through the Service.
4. **Functionality:** The Service provides Licensee the ability to access pre-defined geographically selected calling areas or listed databases via an Internet-based software application. The Service has the ability to select calling databases via a geographic mapping component. Licensee's database(s) shall be limited by Licensor to the geographic boundaries (determined by Lat/Lon coordinates) of the Borough of West Long Branch, New Jersey (the "Calling Area"). The Service will also allow Licensee to utilize an interactive voice response telephone service to record messages and initiate call out projects. Licensee may only place calls via the system to telephone numbers assigned within the 48 contiguous United States of America. International call rates may be set by separate agreement. Any additional Service functions will be charged at the rates on Exhibit A.
5. **Costs for the Service:** During the Term of this Agreement, Licensee agrees to pay all costs and fees for utilizing the Service, as described in Exhibit A, and as set forth in this paragraph. Licensee understands and agrees that it will purchase prepaid minutes for the Service ("System Minutes"). Licensee further understands and agrees that whenever Licensee utilizes the Service, the actual calling minutes used by Licensee while utilizing the Service will be deducted from the balance of System Minutes remaining in Licensee's System Minutes account or bank. Licensee is responsible to maintain, at all times, a sufficient balance of System Minutes on account. Payment for the Service or System Minutes is due and payable upon receipt of invoice (ROI). Finance charges at a rate of 1% per month (12% per annum) will be charged on all balances outstanding beyond 60 days. All payments due under this Agreement shall be paid to: ONSOLVE, LLC at 780 W. Granada Boulevard, Ormond Beach, FL 32174.

6. **Free Testing and Training Minute Blocks:** Licensee is allotted free time on the system which runs the Service for the purpose of testing and training. Licensee understands and agrees that the following conditions must be met in order for Licensee to utilize the free minute bank specified in Exhibit A:
- a) Minutes used for testing and training will be deducted from Licensee's minute bank at the time of using the Service;
 - b) Licensee must notify Licensor in writing within 60 days from the date the Service was used for testing or training, specifying qualified project(s) and minutes used, to request that such minutes be designated as free minutes and restored to the minutes that were deducted from Licensee's System Minute bank. Licensee understands and agrees that, if Licensee fails to notify Licensor within 60 days of the use of the Service, the minutes used will not be eligible for restoration as free minutes, and will remain deducted from Licensee's System Minute bank as described above;
 - c) Any unused minutes are not transferable, and shall only roll over by written agreement; and
 - d) Licensor will have the final right to deem all free calling minutes eligible or ineligible for reimbursement under this paragraph.
7. **Term of the Service Agreement:** This Agreement, and the License extended herein, will continue for a period of one (1) year (the "Term") commencing on the Effective Date. Upon termination of this Agreement, Licensee's access to the Service will be terminated.
8. **Minute Bank Refill Feature:** The parties recognize that Licensee may utilize the Service in a manner that results in Licensee exceeding the amount of prepaid System Minutes in Licensee's System Minute bank. In the event that using the Service completely exhausts Licensee's remaining prepaid System Minute bank, Licensor will immediately refill Licensee's System Minute bank with a block of 1,500 System Minutes, and will invoice Licensee for this block of minutes at the Additional System Minute price as indicated in Exhibit A. Licensee shall pay Licensor for all Additional System Minute blocks upon receipt of invoice from Licensor, subject to the same terms as set forth in paragraph 5. Licensee understands and agrees that it is required to maintain a System Minutes balance in its System Minutes bank at all times, and agrees to purchase Additional System Minute blocks as needed in order to maintain a positive System Minute balance. The purpose of this refill feature is to ensure that calls being placed via the Service are not interrupted as the result of Licensee's depletion of its System Minutes.
9. **Appropriate Use of The Service:** To access the Service, Licensor will provide Licensee with unique user name(s) and password(s). Licensee agrees to maintain such user name(s) and password(s) as private and confidential information. Licensee agrees to use the Service in a way that conforms with all applicable laws and regulations. Licensee agrees not to initiate a call, such that the same call is to be delivered to two (2) or more lines of a business. Licensee specifically agrees not to make any attempt to gain unauthorized access to any of Licensor's systems or networks. Licensee agrees that Licensor shall not be responsible or liable for the content of the message(s) created by Licensee, or by those who access the Service using Licensee's codes, or otherwise delivered by the Service on behalf of Licensee. Licensee agrees to defend, indemnify and hold harmless Licensor and its affiliates, employees, officers, directors, managers, members and agents from any and all liabilities, costs, and expenses, including reasonable attorneys' fees, whether brought by a third party, arising from any violation of this Agreement by Licensee; from the content, placement, or transmission of any messages or materials sent or maintained through Licensee's accounts, or use of the Service through Licensee's account. Licensee shall be responsible for compliance with all applicable laws regarding outbound telemarketing, which may include, but are not limited to the Federal Telephone Consumer Protection Act of 1991, The Telemarketing and Consumer Fraud and Abuse Prevention Act of 1999 and the rules and regulations promulgated thereunder, as well as State and Local telemarketing laws and requirements. Licensee will be solely responsible and liable for any such violations and shall defend, indemnify and hold Licensor harmless from all lawsuits, demands, liabilities, damages, claims, losses, costs or expenses, including attorneys' fees (whether by salary, retainer or otherwise), arising out of or resulting from, in whole or in part, a violation of such laws.

10. **Security:** Licensor will use commercially reasonable practices and standards to secure and encrypt data transmissions. Licensee understands and acknowledges that Licensor is providing the Service on the World Wide Web through an "upstream" third party Internet Service Provider, utilizing public utility services which may not be secure. Licensee agrees that Licensor shall not be liable to Licensee in the event of any interruption of service or lack of presence on the Internet as a result of any disruption by the third party Internet Service Provider or public utility. Licensee agrees that Licensor cannot guarantee the integrity of any Licensee supplied or user supplied data. Any errors, duplications, or inaccuracies related to Licensee or user supplied data will be the responsibility of the Licensee.
11. **Representations and Warranties:** Licensee acknowledges and agrees that: (a) the Service is run by software that is designed to be active 24 hours per day, 365 days per year; software in general is not error-free and the existence of any errors in Licensee's software used in conjunction with the Service shall not constitute a breach of this Agreement; (b) in the event that Licensee discovers a material error which substantially affects Licensee's use of the Service, and Licensee notifies Licensor of the error, Licensor shall use reasonable measures to restore access to the Service, provided that such error has not been caused by incorrect use, abuse or corruption of the Service or the Service's software or by use of the Service with other software or on equipment with which it is incompatible by Licensee or a third party accessing the Service through Licensee's passcodes; (c) Licensee is responsible for maintaining access to the Internet in order to use the Service; Licensor in no way warrants Licensee's access to the Internet via Licensee's Internet Service Provider(s); (d) Under certain rare instances not all technologies are compatible without manual intervention by both parties. Licensee agrees that its staff will cooperate with Licensor's staff to make necessary modifications to allow the Service to perform; and (e) the individual signing on behalf of Licensee is an authorized officer, employee, member, director or agent for Licensee and has full authority to cause Licensee to enter into and be bound by the terms of this Agreement and this Agreement fully complies with all laws, ordinances, rules, regulations, and governing documents by which Licensee may be bound.
12. **Disclaimer:** In no event (even should circumstances cause any or all of the exclusive remedies to fail their essential purpose, and even if Licensor has been advised of the possibility of such damages) shall Licensor, its officers, directors, managers, members employees or agents, be liable for any indirect, punitive, special, incidental or consequential damages of any nature (regardless of whether such damages are alleged to arise in contract, tort or otherwise), including, but not limited to, loss of anticipated profits or other economic loss in connection with or ensuing from the existence, furnishing, function, or Licensee's use of any item or products or services provided for in this Agreement. Licensee understands that the cumulative liability of Licensor for any and all claims relating to the Service provided by Licensor shall not exceed that total amount paid by Licensee for the most recent payment made by Licensee to Licensor. The Service is provided as-is, and Licensor disclaims all warranties, express or implied, and does not warrant for merchantability or fitness of a particular purpose. Licensee recognizes that once email and text messages have been released from Licensor's equipment, the ultimate delivery of the messages depends on the message recipient's local network. As a result Licensor cannot guarantee the delivery of email and text messages to a recipient.
13. **Confidentiality:** Licensor acknowledges the confidential nature of Licensee and user supplied data and files that it is to prepare, process or maintain under this Agreement, and agrees to perform its duties in such a manner as to prevent the disclosure to the public or to any persons not employed by Licensor, any confidential data and files. Data collected by Licensor will remain secured on Licensor's equipment and will only be released upon mutual agreement by both parties or a court order of sufficient jurisdiction. Licensee understands and agrees that private citizens and other persons in the Calling Area may voluntarily contribute their contact information to be used in the Service, and that Licensor shall develop and maintain a database of such information, along with other information privately developed by Licensor (the "Data"). Licensee acknowledges and agrees that Licensor desires to maintain the privacy of the Data, and that Licensee shall take no steps to compromise the privacy of the Data. Licensee further acknowledges that Licensor shall disclose to Licensee certain confidential, proprietary trade secret information of Licensor (along with the Data, "Confidential Information"). Confidential Information may include, but is not limited to, the Service, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, user data, Calling Area data,

all phone numbers, addresses, financial information or business plans. Licensee agrees that, at all times during and after the termination of this Agreement, Licensee will not, without the express prior written consent of Licensor, disclose any Confidential Information or any part thereof to any third party. Nothing in this Agreement will be deemed to require Licensor to disclose any Confidential Information to Licensee or to prohibit the disclosure of any information in response to a subpoena or other similar order by a court or agency. The Licensee will promptly notify the Licensor of the receipt of any subpoena or other similar order and of any request under the Public Information Act or any other similar law, and will assist Licensor in preventing the disclosure of the Confidential Information pursuant to same to the extent required by Licensor.

14. Termination: Upon termination of this Agreement, Licensee will return all Confidential Information (as hereinafter defined) and copies to Licensor. Licensor, in its sole discretion, may also terminate this Agreement: a) for any reason by providing no less than 30 days advance notice, and in such case, Licensor will refund to Licensee an amount equal to the lesser of the monthly-prorated balance of the annual fee based on the number of days left in the term of the Agreement or the value of the balance of System Minutes in Licensee's System Minute bank as calculated by multiplying the remaining System Minutes by the additional system minute price on Exhibit A; or b) immediately, and without further notice, as a result of Licensee's breach of this Agreement, and in such case, no fees paid hereunder shall be refunded. Upon termination, Licensee agrees to remove from Licensee's computer(s), and any computers within Licensee's control, any and all files and documents related to the Service.

15. Entire Agreement: As of the Effective Date, this Agreement supersedes all prior understandings or agreements, whether oral or written, on the subject matter hereof between the parties. Only a further writing that is duly executed by both parties may modify this Agreement. The terms and conditions of this Agreement will govern and supersede any additional terms provided by Licensee, including but not limited to additional terms contained in standard purchase order documents and third party application terms, unless mutually agreed to, via written signature, by Licensor. The terms of this Agreement shall not be waived except by a further writing executed by both parties hereto. The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall any waiver under this Agreement constitute a waiver of any subsequent action.

16. Notices: All notices or requests, demands and other communications hereunder shall be in writing, and shall be deemed delivered to the appropriate party upon: (a) personal delivery, if delivered by hand during ordinary business hours; (b) the day of delivery if sent by U.S. Mail, postage pre-paid; (c) the day of signed receipt if sent by certified mail, postage pre-paid, or other nationally recognized carrier, return receipt or signature provided and in each case addressed to the parties as follows:

As to **Licensor:** ONSOLVE, LLC, 780 W. Granada Boulevard, Ormond Beach, FL 32174

As to **Licensee:** **Borough of West Long Branch, Attn: Janet W. Tucci/Mayor, 965 Broadway, West Long Branch, NJ 07764**

Either party may change the address provided herein by providing notice as set forth in this paragraph.

17. General: Each party to this Agreement agrees that any dispute arising under this Agreement shall be submitted to binding arbitration according to the rules and regulations of, and administered by, the American Arbitration Association, and that any award granted pursuant to such arbitration may be rendered to final judgment. If any dispute arises hereunder, the prevailing party shall be entitled to all costs and attorney's fees from the losing party for enforcement of any right included in this Agreement, whether in Arbitration, a Court of first jurisdiction and all Courts of Appeal.

18. Interpretation and Severability: In the event any provision of this Agreement is determined by an arbitrator or court of competent jurisdiction to be void, the remaining provisions of this Agreement shall remain binding on the parties hereto with the same effect as though the void provision(s) had been limited or deleted, as applicable.

19. Counterparts and Construction: This Agreement may be executed in counterparts, each of which shall constitute an original, with all such counterparts constituting a single instrument. The headings contained in this agreement shall not affect the interpretation of this Agreement and are for convenience only. Licensee agrees that this Agreement shall not be construed against the Licensor as the drafter, and that Licensee has read and understands this Agreement, and had the opportunity to review this Agreement with legal counsel.

20. Survival: Certain obligations set forth herein represent independent covenants by which either party hereto may be bound and shall remain bound regardless of any breach of this Agreement and shall survive termination of this Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement on the date(s) indicated below.

Licensee:
Borough of West Long Branch, New Jersey

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Licensor:
ONSOLVE, LLC

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit A – Service Charges

One (1) year CodeRED Service Agreement **\$ 3,500.00**

ONSOLVE, LLC
CodeRED® NEXT Services Agreement

Page 5 of 6

Initials
Licensor _____
Licensee _____

<u>15,000</u> CodeRED System Minutes	\$ <u>Included</u>
Additional System Minutes	\$ <u>0.40</u> per minute
<u>500</u> minutes for testing and training	\$ <u>No Charge</u> (see paragraph 6)
Email and Text Messaging	\$ <u>No Charge</u>
<u>Unlimited</u> CodeRED user pass codes	\$ <u>Included</u>
Initial Residential Database Upload	\$ <u>Waived</u>
One (1) CodeRED distance training session	\$ <u>Included</u>

System usage will be charged against Prepaid System Minutes at actual minutes of time connected while delivering prerecorded System calls. All calls will be billed in 6-second increments. Only connected calls (live connections, answering machine connections and fax tone connections) will result in connection charges being incurred.

Database Accuracy Updates

Licensor Supplied Database: "Database Accuracy Updates" ensure that the data population maintained by Licensor under this Agreement undergoes periodic accuracy checks using the Licensor's most current in-house compiled database including, but not limited to, household addresses and telephone numbers. It will be the sole responsibility of the Licensee to maintain database accuracy and request updates from the Licensor.

One annual "Database Accuracy Update" will be performed by the Licensor upon request by the Licensee at no charge. Additional updates requested by Licensee will incur charges at the rate listed below after the update service is completed by Licensor.

3¢ per record in final updated database population.

Licensee Supplied Database: A service labor fee of One Hundred Dollars (\$100.00) per hour will be billed to Licensee for any data importing, manipulating, and loading any database supplied by Licensee or on Licensee's behalf to Licensor.

\$100 per hour for database maintenance

Annual System Maintenance, including all Software Upgrades \$ No Charge

Professional Services Upon Request: \$135/hour

Licensor shall perform professional services as requested from time to time by Licensee in its sole discretion.

12/5/18

Councilmember offered the following resolution and moved its adoption:

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

WHEREAS, the Borough of West Long Branch is in need of animal shelter services for calendar year 2019; and

WHEREAS, the Executive Director of the Monmouth County SPCA submitted the attached letter, dated October 15, 2018, with the animal control shelter pricing for 2019; and

WHEREAS, the Borough Clerk prepared the attached Agreement for Animal Shelter Services for calendar year 2019 based on that letter for consideration by the Borough;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of West Long Branch that the attached Agreement for Animal Shelter Services between the Borough of West Long Branch and the Monmouth County SPCA for the provision of animal shelter services for calendar year 2019 be and is hereby approved; and

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

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

AYES:
NAYS:
ABSENT:
ABSTAIN:

AGREEMENT FOR ANIMAL SHELTER SERVICES

THIS AGREEMENT made this 5th day of December, 2018, between the Borough of West Long Branch, a municipal corporation of the State of New Jersey, with an address of 965 Broadway, West Long Branch, New Jersey 07764 (hereinafter referred to as the "Borough"), and Monmouth County SPCA, with an address of 260 Wall Street, Eatontown, New Jersey 07724 (hereinafter referred to as the "Contractor").

The Contractor shall provide the Borough with full-time kennel services for the term of this Agreement. For the purpose of this Agreement, full-time kennel services shall mean housing, feeding and providing appropriate and necessary veterinary care for qualifying animals from the Borough on a 24 hour per day, seven days per week basis. By entering into this Agreement, the Borough agrees to abide by the Contractor's impoundment procedures which will be provided to the Borough's Animal Control Officer ("ACO").

Contractor shall supply all necessary material, supplies and equipment as required for the performance of this contract. The Borough does covenant and agree to pay the Contractor for the services provided at the rates listed herein, although there is no guaranteed contract minimum.

Regular Service Fee

Per dog:	\$250.00
Per cat:	\$250.00
Kitten	\$50.00
Dog/Cat redeemed within 24 hrs:	\$75.00
TNR/SNR program:	\$75.00
Wildlife	\$50.00
Small Domesticated Animals	\$50.00

The Borough shall be responsible for the condition of each animal that its ACO brings to the Contractor until the Contractor formally accepts custody of such animal during the Contractor's regular business hours. Unless an animal was brought in under Special Circumstances, as defined above, any animal brought to the Contractor for animal impoundment services by the Borough shall become the lawful property of the Contractor after the seven (7) day statutory hold period.

This Agreement may be terminated at any time by either party upon thirty (30) days written notice to the other party.

Contractor shall supply a Form W-9 and Certificate of Insurance as will protect him from claims under workers' compensation acts and any other claims for damages for personal injury, including death, and/or damage to property which may arise from operations under this contract, whether such operations be by himself or by subcontractor or anyone directly or indirectly employed by either of them, and including completed operations and products. The Borough also shall be named as additional insured on all liability policies. Certificates of such insurance shall be filed with the Borough prior to performance of work.

The Contractors shall indemnify, defend and hold the Borough harmless from and against any and all liabilities, claims, damages, injury to persons or property, suits, judgments and any and all costs related thereto, including but not limited to, attorneys' fees, raised in connection with the work and services contemplated herein.

This agreement shall be in effect for a one year term beginning January 1, 2019 and ending December 31, 2019.

CONTRACTOR

BOROUGH OF WEST LONG BRANCH
a municipal corporation of the State of
New Jersey

Monmouth County SPCA
260 Wall Street
Eatontown, New Jersey 07724

Borough of West Long Branch
965 Broadway
West Long Branch, New Jersey 07764

By: _____
Ross Licitra, Chief of Police
Executive Director

By: _____
Janet W. Tucci
Mayor

Lori Cole
Borough Clerk

Councilmember offered the following resolution and moved its adoption:

**RESOLUTION APPROVING AGREEMENT WITH THE
MONMOUTH COUNTY SPCA FOR EMERGENCY
ANIMAL CONTROL OFFICER (ACO) SERVICES**

12/5/18

WHEREAS, the Borough of West Long Branch is in need of emergency Animal Control Officer services in the event the Borough's Animal Control Officer is unavailable during calendar year 2019; and

WHEREAS, the Executive Director of the Monmouth County SPCA submitted the attached letter, dated October 15, 2018, with pricing for emergency animal control officer (ACO) services when the Borough's Animal Control Officer is unavailable for calendar year 2019; and

WHEREAS, the Borough Clerk prepared the attached Agreement for Emergency Animal Control Officer (ACO) Services for calendar year 2019 based on that letter for consideration by the Borough;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of West Long Branch that the attached Agreement for Emergency Animal Control Officer (ACO) Services between the Borough of West Long Branch and the Monmouth County SPCA for the provision of emergency Animal Control Officer services in the event the Borough's Animal Control Officer is unavailable during calendar year 2019 be and is hereby approved; and

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

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

AYES:
NAYS:
ABSENT:
ABSTAIN:

**AGREEMENT FOR
EMERGENCY ANIMAL CONTROL OFFICER (ACO) SERVICES**

THIS AGREEMENT made this 5th day of December, 2018, between the Borough of West Long Branch, a municipal corporation of the State of New Jersey, with an address of 965 Broadway, West Long Branch, New Jersey 07764 (hereinafter referred to as the "Borough"), and Monmouth County SPCA, with an address of 260 Wall Street, Eatontown, New Jersey 07724 (hereinafter referred to as the "Contractor").

The Monmouth County SPCA shall provide emergency animal control services as an independent contractor which will be available to the municipality on an as needed basis seven (7) days a week. Calls which fall on a legal holiday will be charged at a higher rate which will be defined in this cost proposal.

Animal control services are defined as the rescue of injured, trapped, sick, endangered or animals that pose a danger to humans. The removal of animals, including wildlife inside a home residence, apartment building, garage, roof, etc. is not covered by this proposal. The Contractor will respond to animals inside a home residence, apartment building, garage, roof, etc. when requested by the Police to aid and assist during the performance of the Police Departments official duties. The Contractor will not remove any dead animals.

Any animals brought to the Monmouth County SPCA as part of the animal control services in this agreement are subject to the fees proposed in a separate agreement between the Monmouth County SPCA and the Borough for the sheltering of the animal.

Contractor shall supply all necessary material, supplies and equipment as required for the performance of this contract. The Borough does covenant and agree to pay the Contractor for the services provided at the rates listed herein, although there is no guaranteed contract minimum.

Fees

The Monmouth County SPCA will offer this service for a flat fee of \$90.00. If a call for service falls on a legal holiday, the fee of service will be \$135.00.

This Agreement may be terminated at any time by either party upon thirty (30) days written notice to the other party.

Contractor shall supply a Form W-9 and Certificate of Insurance as will protect him from claims under workers' compensation acts and any other claims for damages for personal injury, including death, and/or damage to property which may arise from operations under this contract, whether such operations be by himself or by subcontractor or anyone directly or indirectly employed by either of them, and including completed operations and products. The Borough also shall be named as additional insured on all liability policies. Certificates of such insurance shall be filed with the Borough prior to performance of work.

The Contractors shall indemnify, defend and hold the Borough harmless from and against any and all liabilities, claims, damages, injury to persons or property, suits, judgments and any and all costs related thereto, including but not limited to, attorneys' fees, raised in connection with the work and services contemplated herein.

This agreement shall be in effect for a one year term beginning January 1, 2019 and ending December 31, 2019.

CONTRACTOR

BOROUGH OF WEST LONG BRANCH
a municipal corporation of the State of
New Jersey

Monmouth County SPCA
260 Wall Street
Eatontown, New Jersey 07724

Borough of West Long Branch
965 Broadway
West Long Branch, New Jersey 07764

By: _____
Ross Licitra, Chief of Police
Executive Director

By: _____
Janet W. Tucci
Mayor

Lori Cole
Borough Clerk

P.O. Type: All Include Project Line Items: Yes Open: N Paid: N Void: N
Range: First to Last Rcvd: Y Held: Y Aprv: N
Format: Condensed Bid: Y State: Y Other: Y Exempt: Y

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
18-00223	02/23/18	T0058	T&M ASSOCIATES	2017 ROAD IMPROVEMENT PROGRAM	Open	5,731.12	0.00 B
18-00333	03/14/18	C0053	CITY OF LONG BRANCH	18 SHARED SERVICE FINANCE/QPA	Open	16,906.50	0.00
18-00510	04/16/18	C0008	CARUSO & BAXTER	LEGAL PROFESSIONAL FEES	Open	5,383.42	0.00
18-00551	04/24/18	T0113	TOWNSHIP OF OCEAN	COURT SHARED SERVICES	Open	35,855.55	0.00
18-00571	04/25/18	H0083	JOSEPH G. HUGHES, ESQ.	2018 PROSECUTOR FEES	Open	1,458.33	0.00
18-00631	05/04/18	T0058	T&M ASSOCIATES	VARIOUS ENGINEERING PROJECTS	Open	12,500.12	0.00 B
18-01040	07/25/18	B0067	BOUND TREE MEDICAL LLC	FIRST AID SUPPLIES	Open	186.35	0.00
18-01087	08/05/18	L0030	LAWMEN SUPPLY CO OF NJ	BODY ARMOR - POLICE DEPT MOORE	Open	880.00	0.00
18-01255	09/17/18	P0112	PROVANTAGE	POLICE - EQUIPMENT	Open	750.13	0.00
18-01256	09/18/18	R0034	RUTGERS, CONTINUING	RECYCLING - A. VALENTI CLASSES	Open	1,956.00	0.00
18-01271	09/19/18	A0097	APPLIED CONCEPTS, INC.	P.D. TRAFFIC SAFETY	Open	50.00	0.00
18-01291	09/24/18	F0019	FLOWERS BY VAN BRUNT	A & E SPECIAL EVENTS	Open	60.00	0.00
18-01298	09/27/18	L0030	LAWMEN SUPPLY CO OF NJ	BODY ARMOR - P.D STROEBEL	Open	880.00	0.00
18-01361	10/10/18	N118	NEW JERSEY GRAVEL & SAND	PARK MAINTENANCE	Open	111.15	0.00
18-01362	10/10/18	N118	NEW JERSEY GRAVEL & SAND	PARK MAINTENANCE	Open	267.15	0.00
18-01375	10/13/18	S0070	STAPLES ADVANTAGE	PUB BLDGS - SUPPLIES	Open	68.31	0.00
18-01384	10/14/18	C0083	COMCAST	FIRST AID: 8499-05-216-0042620	Open	200.28	0.00
18-01402	10/17/18	B0067	BOUND TREE MEDICAL LLC	FIRST AID SUPPLIES	Open	574.64	0.00
18-01403	10/20/18	C0195	CASA REPORTING SERVICE	FINANCE SUPPLIES	Open	101.25	0.00
18-01406	10/20/18	M0252	MAZZA RECYCLING SERVICES, LTD.	DPW-RECYCLING	Open	22.00	0.00
18-01408	10/20/18	N0057	NORCIA CORP.	DPW-EQUIP REPAIR	Open	1,018.00	0.00
18-01409	10/20/18	M0254	MUNICIPAL SAFETY SUPPLY	DPW.UNIFORMS	Open	70.25	0.00
18-01411	10/20/18	M0204	MONMOUTH WIRE & COMPUTER	DPW - RECYCLING	Open	300.00	0.00
18-01412	10/20/18	M0186	MIDDLESEX FIRE ACADEMY	FIRE CONVENTIONS	Open	524.00	0.00
18-01439	10/29/18	S0027	SIP'S PAINTS AND HARDWARE	PUB BLDGS - MAINTENANCE	Open	96.43	0.00
18-01445	10/29/18	A0038	ALLIED FIRE & SAFETY	PUBLIC BLDG-MAINTENANCE	Open	492.05	0.00
18-01451	10/30/18	W0006	WATCHUNG SPRING WATER	WATER-PUBLIC BLDG ACCT:002483	Open	70.73	0.00
18-01474	11/03/18	R0096	DEBBIE RONAN	REIMBURSEMENT - FALL FESTIVAL	Open	194.35	0.00
18-01486	11/04/18	O0044	OCEANSIDE SERVICE INC	PUBLIC BLDGS - MAINTENANCE	Open	1,252.00	0.00
18-01488	11/04/18	A0113	ATLANTIC SECURITY & FIRE, INC.	DAMAGED BLR RM HEAT DETECTORS	Open	135.00	0.00
18-01492	10/13/18	L0009	LEE'S GARAGE INC	P.D. VEHICLE REPAIRS	Open	533.20	0.00
18-01494	11/08/18	J0011	JOHN GUIRE COMPANY	DPW GROUNDS - MAINTENANCE	Open	447.30	0.00
18-01496	11/08/18	D0015	DELTA DENTAL PLAN OF N.J.	DENTAL PREMIUM - 12/2018	Open	1,754.07	0.00
18-01498	11/10/18	M0243	MICHAEL RESCINIO	REIMBURSE FOR F.A.S. UNIFORMS	Open	288.75	0.00
18-01501	11/10/18	C0083	COMCAST	FIRST AID: 8499-05-216-0042620	Open	200.26	0.00
18-01502	11/10/18	A0071	AVAYA, INC	LIBRARY-TELEPHONE	Open	54.13	0.00
18-01503	11/10/18	T0031	TREAS.CTY OF MONMOUTH-DUMPING	LANDFILL - OCTOBER, 2018	Open	20,295.96	0.00
18-01504	11/10/18	N0005	NAPA AUTO PARTS CENTER	DPW VEHICLE PARTS/SUPPLY	Open	1,336.12	0.00
18-01505	11/10/18	N0005	NAPA AUTO PARTS CENTER	FIRE DEPT VEHICLE REPAIR	Open	53.93	0.00
18-01506	11/10/18	N0005	NAPA AUTO PARTS CENTER	P.D. VEHICLE PARTS & REPAIRS	Open	621.19	0.00
18-01507	11/10/18	N0005	NAPA AUTO PARTS CENTER	FIRST AID VEHICLE PARTS/SUPPLY	Open	163.90	0.00
18-01508	11/10/18	J0052	JERSEY ELEVATOR	PUBLIC BLDG-MAINTENANCE	Open	123.05	0.00
18-01510	11/12/18	E0057	EBSCO	LIBRARY-SUBSCRIPTIONS	Open	3,538.44	0.00
18-01513	11/12/18	N125	NJ MUNICIPAL MANAGEMENT ASSOC	A&E-MEMBERSHIP - 2019 MURRAY	Open	200.00	0.00
18-01514	11/12/18	C0042	ARTHUR COSENTINO	HEALTH BENEFITS - MEDICARE B	Open	1,608.00	0.00
18-01515	11/12/18	C0103	ANN R. CLARKE	HEALTH BENEFITS-MEDICARE	Open	1,608.00	0.00
18-01518	11/13/18	T0075	ALFRED THORNE	HEALTH BENEFITS-MEDICARE	Open	1,608.00	0.00
18-01519	11/13/18	T0086	MARILYN THORNE	HEALTH BENEFITS-MEDICARE	Open	1,608.00	0.00
18-01520	11/13/18	Y0008	ERNA YAMELLO	HEALTH BENEFITS-MEDICARE	Open	1,608.00	0.00
18-01521	11/13/18	V0004	STANLEY VAN BRUNT	HEALTH BENEFITS-MEDICARE	Open	1,608.00	0.00

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
18-01522	11/13/18	H0016	PATRICIA HELLMERS	HEALTH BENEFITS-MEDICARE	Open	1,608.00	0.00
18-01523	11/13/18	H0024	MICHAEL HANAWAY	HEALTH BENEFITS-MEDICARE	Open	1,608.00	0.00
18-01524	11/13/18	H0009	JOSEPH HELLMERS	HEALTH BENEFITS-MEDICARE	Open	1,608.00	0.00
18-01525	11/13/18	R0022	CHARLOTTE ROLLY	HEALTH BENEFITS-MEDICARE	Open	1,608.00	0.00
18-01526	11/13/18	H0048	JOSEPHINE A. HANAWAY	HEALTH BENEFITS-MEDICARE	Open	1,608.00	0.00
18-01527	11/13/18	W0089	THOMAS WATKINS	HEALTH BENEFITS-MEDICARE	Open	1,608.00	0.00
18-01528	11/13/18	M0088	CAROL MELLACI	HEALTH BENEFITS-MEDICARE	Open	1,608.00	0.00
18-01529	11/13/18	D0017	JOHN DEMAREE	HEALTH BENEFITS-MEDICARE	Open	1,608.00	0.00
18-01530	11/13/18	W0071	GAIL WATKINS	HEALTH BENEFITS-MEDICARE	Open	1,608.00	0.00
18-01531	11/13/18	S0091	MICHEL SAINT SURIN	HEALTH BENEFITS-MEDICARE	Open	1,608.00	0.00
18-01532	11/13/18	D0117	THOMAS M. DIETRICH	HEALTH BENEFITS-MEDICARE	Open	1,608.00	0.00
18-01533	11/13/18	D0118	KATHLEEN L. DIETRICH	HEALTH BENEFITS-MEDICARE	Open	1,608.00	0.00
18-01539	11/14/18	D0122	CHRIS ANN DEGENARO	ZONING/PLANNING EQUIPMENT	Open	89.95	0.00
18-01540	11/16/18	B0009	MICKEY BENOIT, INC.	RECYCLING - OCTOBER, 2018	Open	1,450.00	0.00
18-01544	11/17/18	C0207	FRANCES J CONSENTINO	HEALTH BENEFITS - MEDICARE B	Open	536.00	0.00
18-01553	11/19/18	L0129	WALTER M. LUERS	COMPLIANCE INVESTIGATIONS LLC	Open	6,000.00	0.00
18-01556	11/20/18	L0073	L & L PAVING	WOOLLEY PLACE PAVEMENT IMPROV	Open	29,298.00	0.00
18-01565	11/25/18	S0070	STAPLES ADVANTAGE	P.D. VARIOUS OFFICE SUPPLIES	Open	258.20	0.00
18-01569	11/27/18	T-000004	VILLANO, ALBERT A & KIM LY	TAX REFUND	Open	1,643.85	0.00
18-01570	11/27/18	A0174	ARBOR DAY FOUNDATION	SHADETREE MEMBERSHIPS	Open	15.00	0.00
18-01572	11/28/18	C0008	CARUSO & BAXTER	LEGAL PROFESSIONAL FEES	Open	595.00	0.00
18-01573	11/28/18	C0008	CARUSO & BAXTER	LEGAL PROFESSIONAL FEES	Open	835.00	0.00
18-01579	11/28/18	E0031	BRIAN ELLIS	EYE GLASSES REIMBURSEMENT	Open	275.00	0.00
18-01582	11/26/18	M0057	M&T BANK	MCIA GOV LOAN REVENUE BONDS	Open	1,283.64	0.00
18-01583	11/26/18	C0108	TD WEALTH MANAGEMENT	MCIA LOAN REFUND SERIES 2011	Open	176,231.65	0.00
18-01584	11/26/18	T0054	THE BANK OF NEW YORK MELLON	DEBT SERVICE MCIA SERIES 2014	Open	294,265.00	0.00
18-01585	11/26/18	U0037	US BANK CORP TRUST SERVICES	MCIA 2016 GOVT POOLED LOAN	Open	60,325.00	0.00
18-01586	11/26/18	T0054	THE BANK OF NEW YORK MELLON	MCIA GOVT POOLED LOAN S-2009	Open	240,340.00	0.00
18-01590	11/29/18	J0059	JEFF LUBE #841	FIRE VEHICLE REPAIR	Open	134.96	0.00
18-01593	12/01/18	C0083	COMCAST	965BROAD: 8499-05-216-0043313	Open	124.85	0.00
18-01594	12/01/18	C0083	COMCAST	8499-05 216 0041994 379 MON RD	Open	196.44	0.00
18-01595	12/01/18	B0037	BOROUGH CHEMICAL & TRUCK CO	BOROUGH CLERK-ELECTION EXP	Open	400.00	0.00
18-01596	12/01/18	O0006	OLD FIRST METHODIST CHURCH	BOROUGH CLERK-ELECTION EXP	Open	400.00	0.00
18-01597	12/01/18	W0016	WEST LONG BRANCH COMMUNITY CTR	BOROUGH CLERK-ELECTION EXPENSE	Open	400.00	0.00
18-01604	12/02/18	T0058	T&M ASSOCIATES	GENERAL ENGINEERING SERVICES	Open	6,539.50	0.00
18-01605	12/02/18	T0058	T&M ASSOCIATES	DEV ESCROW 956 ENGINEER FEES	Open	8,258.00	0.00
18-01606	12/02/18	T0058	T&M ASSOCIATES	DEV ESCROW 856 ENGINEER FEES	Open	4,300.17	0.00
18-01607	12/02/18	S0139	SHORE BUSINESS SOLUTIONS	POLICE-POLICE EQUIP/MAINT	Open	155.00	0.00
18-01608	12/02/18	C0083	COMCAST	299 MON RD:8499 05 216 0011716	Open	120.85	0.00
18-01609	12/02/18	A0023	ASBURY PARK PRESS	BOROUGH CLERK ADVERTISING	Open	143.80	0.00
18-01611	12/02/18	J0042	JERSEY CENTRAL POWER & LIGHT	STREET LIGHTING - 930,989,037	Open	6,493.13	0.00
18-01612	12/02/18	W0006	WATCHUNG SPRING WATER	WATER-PUBLIC BLDG ACCT:128007	Open	29.32	0.00
18-01613	12/02/18	C0083	COMCAST	LIBRARY: 8499-05-216-0045946	Open	231.02	0.00
18-01614	12/02/18	N0035	NJ LEAGUE OF MUNICIPALITIES	SALARY SURVEY - 2017	Open	90.00	0.00
18-01615	12/02/18	M0219	MARLIN LEASING CORPORATION	A & E COPIER LEASE	Open	327.00	0.00
18-01616	12/02/18	P0119	PURCHASE POWER	FINANCE OFFICE - POSTAGE	Open	29.99	0.00
18-01617	12/02/18	N0036	NEW JERSEY NATURAL GAS CO.	GAS - FIRE 2 - 13-3266-7180-13	Open	27.80	0.00
18-01618	12/02/18	N0036	NEW JERSEY NATURAL GAS CO.	BORO HALL 22-0007-1767-20	Open	200.16	0.00
18-01619	12/02/18	N0036	NEW JERSEY NATURAL GAS CO.	POLICE DEPT - 22-0012-4310-51	Open	128.08	0.00
18-01620	12/02/18	C0053	CITY OF LONG BRANCH	GAS/DIESEL - ALL DEPTS 10/2018	Open	7,846.84	0.00
18-01621	12/02/18	J0063	JERSEY AUTO SPA CAR WASH, LLC	POLICE - CAR WASHES	Open	118.75	0.00
18-01622	12/02/18	W0006	WATCHUNG SPRING WATER	WATER-PUBLIC BLDG ACCT:002483	Open	15.79	0.00
18-01623	12/02/18	W0006	WATCHUNG SPRING WATER	PUBLIC BLDG - ACCT: #185246	Open	102.70	0.00
18-01624	12/02/18	R0090	RELIABLE CLEANERS	POLICE DEPT - DRY CLEANING	Open	419.00	0.00

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

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PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type	
18-01625	12/02/18	M0135	MONMOUTH CTY TAX ADMINISTRATOR	2018 MOV-IV PROPERTY TAX	Open	935.73	0.00	
18-01626	12/02/18	C0053	CITY OF LONG BRANCH	PUBLIC BLDG-IT MNTHLY SERVICES	Open	3,334.00	0.00	
18-01627	12/02/18	I0034	MICHAEL IRENE, JR.	ZONING BD ATTORNEY FEES	Open	857.00	0.00	
Total Purchase Orders:		107	Total P.O. Line Items:	0	Total List Amount:	1,002,450.58	Total Void Amount:	0.00

Totals by Year-Fund							
Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
	8-01	953,617.73	0.00	953,617.73	0.00	0.00	953,617.73
	C-04	35,029.12	0.00	35,029.12	0.00	0.00	35,029.12
	G-01	1,245.56	0.00	1,245.56	0.00	0.00	1,245.56
	T-03	12,558.17	0.00	12,558.17	0.00	0.00	12,558.17
Total Of All Funds:		1,002,450.58	0.00	1,002,450.58	0.00	0.00	1,002,450.58