

1. SUNSHINE STATEMENT
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. PROCLAMATIONS, ANNOUNCEMENTS & PRESENTATIONS
5. PUBLIC COMMENT (AGENDA ITEMS ONLY)
6. MINUTES & REPORTS

6.I. Workshop Meeting Minutes Of 1/13/2021

Documents:

[DRAFT MINUTES 1-13-2021 WORKSHOP.PDF](#)

7. ORDINANCES - PUBLIC HEARING/ADOPTION

- 7.I. 2021-07 Ordinance Amending Chapter 9: "Boards, Committees, And Commissions" Of The Borough's Revised General Ordinances To Hereafter Designate All Environmental Commissioners As Green Team Members In Addition To Those Green Team Members Annually Appointed By Resolution

Documents:

[2021-07 PUBLIC HEARING.PDF](#)

8. ORDINANCES - FIRST READING

- 8.I. 2021-08 Ordinance Amending Chapter 596: "Special Improvement District" Of The Borough's Revised General Ordinances To Comport With Recent Updates And Amendments To The By-Laws Of Red Bank Rivercenter

Documents:

[2021-08 INTRO.PDF](#)

- 8.II. 2021-09 Ordinance Approving A One-Year Lease Agreement For An Approximate 5,000 Square-Foot, Fenced-In Portion Of Real Property Located At 208 South Pearl Street, Red Bank, New Jersey For The Public Purpose Of A Police Impound Yard.

Documents:

[2021-09.PDF](#)  
[2021-09 AGREEMENT.PDF](#)

9. RESOLUTIONS

- 9.I. Resolution 21-60: Resolution For Payment Of Bills Amounting To \$ \$2,870,787.25.

Documents:

[21-60 POV.PDF](#)  
[21-60 SUP DOC.PDF](#)

- 9.II. Resolution 21-61: Resolution Authorizing Resolution Of The Borough Of Red Bank To Refund Developer's Escrow Account Balances

Documents:

[21-61.PDF](#)

- 9.III. Resolution 21-62: Resolution Authorizing Water/Sewer Refund Totaling \$140.00 Due To Overpayment

Documents:

[21-62.PDF](#)

- 9.IV. Resolution 21-63: Resolution Authorizing Tax Credits/Refunds Totaling \$2,363.45 Due To Over Payment By Mortgage Company

Documents:

[21-63.PDF](#)

- 9.V. Resolution 21-64: Resolution Authorizing The County Of Monmouth Mosquito Control Division To Conduct Aerial Mosquito Control Operations Within The Borough Of Red Bank

Documents:

[21-64.PDF](#)

- 9.VI. Resolution: 21-65: Resolution Ratifying And Confirming The Appointment Of An Administrative Assistant

Documents:

[21-65.PDF](#)

- 9.VII. Resolution: 21-66: Resolution Authorizing One-Time Honorarium Payment In The Amount Of \$2,500.00, In Lieu Of Tuition And Expense Reimbursements, To Sergeant Jorge Torres For Successfully Obtaining Higher Education Degree

Documents:

[21-66.PDF](#)

- 9.VIII. Resolution 21-67: Resolution Approving Amendments To The By-Laws Of Red Bank Rivercenter Pursuant To Borough Code Section 596-7(A)(1)

Documents:

[21-67.PDF](#)

- 9.IX. Resolution 21-68: Resolution Awarding A Professional Services Contract To The Community Health Group D/B/A John F. Kennedy Medical Center For Emergency Medical Ambulance Services Within The Borough From January 1, 2021 To December 31, 2023.

Documents:

10. MAYOR & COUNCIL COMMENTS

11. DISCUSSION & ACTION

11.I. Broadwalk Committee Appointments

11.II. Request From Breanna Hartman And Emmanuel Roman For Membership To The First Aid & Rescue Squad Of The Red Bank Volunteer Fire Department.

12. PUBLIC COMMENT (GOVERNMENTAL ISSUES, 5 MINUTES LIMIT)

13. EXECUTIVE SESSION

13.I. Litigation

14. ADJOURNMENT

**MINUTES**  
**WORKSHOP MEETING**  
**MUNICIPAL COUNCIL – BOROUGH OF RED BANK**  
**January 13, 2021**  
**6:30 P.M.**

**SUNSHINE STATEMENT**

Mayor Menna requested the minutes reflect that, in compliance with Public Law 1975, Chapter 231 (Open Public Meetings Act), notice of this meeting has been provided by notifying the Asbury Park Press, the Two River Times and the Star Ledger and by placing a notice on the bulletin board and filing same with the Borough Clerk on December 16, 2020.

**PLEDGE OF ALLEGIANCE**

Mayor Menna called for a moment of silence in memory of the life and legacy of Community Leader Willie Banks.

**ROLL CALL**

**PRESENT:** Mayor Menna and Council Members Yassin, Triggiano, Ballard, Yngstrom, Zipprich and Horgan.

**ALSO PRESENT:** Administrator Shehady, Borough Clerk Borghi, Attorney Sobel, Engineer Neumann and Department Heads.

Mayor Menna asked Councilmembers if they would like to offer any comments regarding Mr. Banks. Councilmembers shared their memories.

**ADMINISTRATION**

Mayor Menna noted there was a resolution on the agenda that would encourage the Federal Government to reunite immigrant families. He also noted there were a list of resolutions authorizing contracts for professional services that were approved on January 1. He reviewed the individual resolutions and suggested those that could be voted on as a group and those that should be voted on individually. The Council members agreed.

Councilwoman Triggiano said she wanted to address the Immigrant Families resolution. She reviewed the resolution that included calling for releasing detainees and providing for due process.

Councilman Zipprich said, as the Administration changed in Washington, he felt a lot of the items would be addressed. He added that he thought it was a good idea to offer support at the local level.

Mayor Menna reviewed a resolution to acknowledge the work of the Complete Count Committee. He reviewed the Grant report and there were no comments or questions. He asked Councilwoman Triggiano to address the discussion on the Environmental Commission and its Green Team.

Councilwoman Triggiano said she really did not have anything to discuss. She said the Borough needed to figure out the process for this.

Administrator Shehady asked her to elaborate for the rest of the Council.

Councilwoman Triggiano explained that, for Sustainable Jersey, the process should be that anyone who was a member of the Environmental Commission was automatically a member of the Green Team. She said she had sent emails asking for direction on how to make that change.

Attorney Sobel said Attorney Cannon had been working on a memo regarding this matter and would provide it to the Clerk the following day.

Councilman Zipprich asked if the change would unseat the Green Team members that had been appointed on January 1.

Councilwoman Triggiano said it would not. She said it would just authorize all member of the Environmental Commission to be members of the Green Team in addition to any other appointees. She said there was no limit on the number of members that could serve on a Green Team.

Councilman Zipprich asked if the change would result in additional points for the Borough by having a larger team.

Councilwoman Triggiano said she did not believe so.

**ENGINEERING**

Mayor Menna noted there was a simple resolution to authorize him to sign the Recreational Open Space Inventory and an ordinance regarding Stormwater.

Engineer Neumann reviewed the Stormwater ordinance to incorporate State regulations. A discussion followed on the details. She said the state is requiring municipalities to adopt by 3/2/2021.

Engineer Neumann reviewed her report and offered updates on various projects.

**CLERK**

Mayor Menna reviewed the resolution regarding a liquor license transfer and asked if there were any questions.

Borough Clerk Borghi asked if there were any questions on her report and noted there would be an appointment listed for the Navesink River Municipalities Commission.

## **FINANCE**

Mayor Menna reviewed the two bond ordinances that would be listed on the Regular Agenda.

Administrator Shehady said he had discussed the Bond Ordinances with the Finance Chair and went over the purpose of the ordinances.

Mayor Menna and Councilman Yassin agreed that they should move forward.

Councilman Ballard asked about the improvements to parks that were referenced in the ordinance and asked for details.

Administrator Shehady said the largest project included in the bond was for the turf field at Count Basie Park. He said the current field had exceeded its useful life and they needed to update it.

Councilman Ballard asked if the turf field had been partially funded by grant money and asked if there was grant money available for the update.

Administrator Shehady said there may be but none had come up. He said there may have been more funds when they were newer but now they were a regular item that most agencies did not offer grants for. He said, if one came up, they would certainly use it. He said a grant had been received in the middle of a previous project and they had used less of the bonded funds so they were directly to other improvements.

Councilman Ballard asked about the funds listed for Buildings and Grounds and asked if it was primarily for the Library.

Administrator Shehady said it was not primarily for the Library but noted they were getting a large part of the funds. He said the Library had received a grant but it was a matching grant which would come from the Borough. He said the Library had also committee to raising \$75,000 through the Friends of the Library foundation. He said the rest was for projects that come up during the year and the Borough facilities such as HVAC, etc. He said the system would be very costly to repair so they were trying to extend its life until the Facilities review could be completed by the Redevelopment Agency. He said this would help to ensure that the expenses did not hit the operating budget.

Councilman Zipprich said the Count Basie Field had been a cooperative effort between Red Bank Catholic, the Borough and the Red Bank Board of Education. He said, when the project had been done, a complicated funding packet had been put together.

Councilman Yngstrom asked if the Borough had joined the class action lawsuit regarding the turf fields.

Mayor Menna said he remembered that they had had discussions on it but said he would get back to him with more information. He said he thought they had either did not have the same issues with the manufacturer or used a different manufacturer.

Councilman Zipprich said the Borough had had a newer version of the field so they did not quality.

Mayor Menna said they had taken a look at it and had sent it out for review. He said he would be happy to send whatever they had.

Mayor Menna asked if there were any questions on the financial reports. There were none. He also asked if everyone had received the memorandum from Tax Attorney O'Hern regarding a settlement. He said if there was any discussion necessary, they could review the matter in Executive Session.

## **OEM/FIRE MARSHAL/CODE**

Mayor Menna asked if there were any discussion items under OEM or Fire Marshal/Code. He acknowledge receipt of Fire Marshal Welsh's report.

## **POLICE**

Mayor Menna noted there would be a resolution to accept a resignation of a Class II Special Officer as well as one to appoint crossing guards. He acknowledged receive of Chief McConnell's report.

Administrator Shehady said he would also be working with the Chief to add a resolution to appoint a Records Supervisor at the meeting of 1/27.

Councilman Ballard asked if there would now be two people in the Record Department.

Chief McConnell said they used to have three people of the Records Department, two full time and one part time. He said they had done away with having the sworn officer position and had gone down to one full time civilian and one part time. He said the Records Supervisor position was supposed to be filled a year ago. He said they had held off once COVID hit. He said they will be back up to two full time and one part time, however, the second full time will no longer be a sworn position but will be civilianized. He clarified that they were going to reduce the sworn officers by one taking it down to 39 but replacing that position with a civilian.

Councilman Zipprich asked if that would reduce expenditures.

Chief McConnell said it would and said they would save about 50 percent of the salary.

## **FIRE DEPARTMENT**

Mayor Menna noted there were no items listed for discussion under the Fire Department and the report had not yet been received.

## **PUBLIC UTILITIES**

Mayor Menna noted there were no Ordinances or Resolutions on the agenda and said the report had been received.

Director Keen apologized for not including the information about the December winter storm in his report. He thanked the crew for their efforts during the storm. He also thanked the Police Department and Code Enforcement Office for their assistance. He reviewed highlights from his report and said they would need to amend the ordinance to address contractual changes in the new solid waste contract.

Administrator Shehady also noted that the DPW Bulletin would be published the following day.

Councilwoman Horgan asked if there were any changes in garbage pickup.

Director Keen said the most significant change was that recycling would now be weekly. He said bulk pickups would also be changing to once per month. He said those dates would be in the bulletin to be published.

Borough Clerk Borghi said she also wanted to note that she had reached out to the contractor when she was updating the calendar because they had previously said their pickup days would coordinate with the Monmouth County Reclamation Center. She said she learned that the Reclamation Center had a new vendor so wanted to verify the schedule. She said the contractor used to pick up on most major holidays but it was unclear if that would remain the same. She said they were going to review and get back to her.

Administrator Shehady said there was an additional items that was not on the Workshop agenda but would be on the regular agenda which concerned the resignation of an employee.

## **RECREATION**

Director Hoffman said he wanted to echo the earlier remarks regarding the Banks family. He also said he wanted to compliment the community for their response to the winter clothing drive. He said they had received over 1,000 items. He said he also wanted to highlight two grants that had been received in the last 30 days which were \$1,000 from Monmouth Arts to be used for the Westside Jazz Program and \$1,000 from Target to be used for the soccer program. He thanked the grant consultants for their help. He asked if there were any questions on his report.

Mayor Menna asked if he thought there would be a fully functional jazz program for the summer.

Director Hoffmann said probably. He said he hesitated because the rules change regularly. He reviewed challenges and said he was optimistic but could not guarantee it.

Mayor Menna said he may have information on funding sources if the program moved forward.

## **SENIOR CENTER**

Mayor Menna said there would be an ordinance on the agenda regarding the lease for the use of a temporary facility.

Director Reynolds asked if there were any questions on her report. She reviewed highlights including the delivery of care packages to seniors in November and December. She said they would start the program back up in February. She said they had numerous people signing up to become members.

Councilman Zipprich thanked Director Reynolds for her attentiveness to his mother.

Councilwoman Triggiano said she had only been in her position of Senior Center liaison for 12 days but said she was looking forward to working with Director Reynolds.

Councilman Zipprich asked what the occupancy would be in the new space.

Director Reynolds estimated that the smaller room could hold about eight people and that the larger room could hold about 20. She noted she hadn't yet gotten an official occupancy number from the Building Department.

Councilman Zipprich said he was asking, if they were able to resume socializing, could they service the regular crowd.

Director Reynolds she did not think they could accommodate the regular crowd and might have to do things differently. She said if there was no longer any COVID restrictions, they would have to scale things back.

## **LAND USE**

Mayor Menna said the action items listed had been previously discussed and included the clean fill ordinance and the bamboo ordinance.

Councilman Zipprich asked for more information on the bamboo ordinance.

Mayor Menna said it had been crafted by the Borough Attorney to address with issue of the explosive growth of bamboo from one person's property to another.

Councilwoman Triggiano offered additional information on the bamboo ordinance noting that the Borough Attorney had written and added that it had been introduced in other towns. She said she had been contacted by a resident who had dealt with this exact issue. She discussed the encroachment issues and the amount of work involved in remediation for something that she said was preventable. She said she believed two other towns serviced by the same Borough Attorney passed the legislation in September. She reviewed the need for the ordinance to make sure invasive species don't take over properties.

Councilman Zipprich said there were people in his neighborhood who had had bamboo for years.

Councilwoman Triggiano said the ordinance clearly states that it would not impact existing bamboo.

Mayor Menna said there was also a resolution to authorize the issuance of a Request for Proposals from contractors for Affordable Housing projects.

Administrator Shehady said he wanted to note that this was the first Workshop Meeting for the new Community Development Director, Shawna Ebanks. He said she had worked very hard on putting the RFQ together.

Councilmembers welcomed Ms. Ebanks.

Councilman Ballard asked about a list of homeowners that had been previously generated. He said estimates had been done. He asked if those applications were still active or if there would be a new application process.

Ms. Ebanks said there was not a new applications process but said, because of the time lapse, a lot of the certifications of the applications had expired. She said they would have to be recertified but said she felt that, due to the economic situation, most families would still qualify for the program.

Councilman Ballard asked if she had reached out to the applicants.

Ms. Ebanks said they would have to contact the Red Bank Affordable Housing Corporation or that organization would be reaching out to them to request more information. She said they wanted to get the contractor list together so that, once they were certified, they could immediately select their contractor. She said her priority was to get the contractor list together and then to recertify applicants.

Administrator Shehady said this was part of the reason there was a delay. He said the RBAHC had begun the recruitment and the application process before other things were in place. He said they were now playing catch up and review step that were being taken and the responsibility of the RBAHC and those of the Borough. He said they had met with the RBAHC to get everyone in synch. He said, once the request was advertised and the contractor proposals were received, the RBAHC should have the recertifications of applicants completed and ready to go. He said applicants have been reassured that, if they were on the list, they would maintain their position and that they would be tended to first.

Councilman Zipprich asked if anyone who had previous been certified would have to recertify in 2021 and if funding was still available.

Administrator Shehady said the funding had always been there and had never been an issue. He said the funding was sitting in an Affordable Housing Trust Fund account and reviewed the process.

Councilman Ballard asked how many applicants were currently on the list.

Ms. Ebanks said she believed the RBAHC had sent over the list of applicants and said she thought she saw about eight. She said the ones done earlier in the year last year would have to be recertified.

Mayor Menna said the next discussion item was the Historic Preservation regulations.

Ms. Ebanks said, in reviewing the Historic Preservation ordinance, she found that it did not define a minor versus major application. She recommended amending the ordinance to include those definitions. She said the ordinance also references resolutions being done once a major applications was approved. Since the Historic Preservation Commission does not have an attorney, she was recommending that the ordinance be amended to state that a letter would be issued rather than a resolution.

Councilman Zipprich said, at one time, the HPC did have an attorney. He suggested she reach out to the Chair to see who those attorneys were and how the process had been done.

Ms. Ebanks said she would look into it.

Administrator Shehady asked if there were any questions or concerns about the proposed changes and asked if Ms. Ebanks could work with the Borough Attorney to draft an amendment.

Mayor Menna said he thought the changes made sense. He said the Council would review the draft once submitted and consult with the HPC.

## **BUILDING**

Administrator Shehady said there would be three resolutions on the upcoming agenda to approve permanent appointments for Construction Official and two Sub Code Officials. He said all of the positions were part time. He said the current appointees were working well and the specifics of workflow in the office.

Councilman Ballard asked for confirmation that they would be permanent part time.

Administrator Shehady said that was correct. He said they had been appointed on an acting basis so they could

evaluate and, based on the trial period, he was recommending making them permanent.

Mayor Menna praised the work done by the officials and noted its importance.

#### PUBLIC COMMENT

Mayor Menna said he assumed a number of people would want to address the Senior Citizen issue. He noted the Workshop meeting was being immediately followed by a Regular Council meeting which was a more formal session. He said it would make more sense for those speaking on that issue to wait for the more public meeting.

Councilwoman Triggiano said she felt they should comment whenever they were available.

Councilman Yassin said he believed there was also a lot of people in attendance that wished to comment on a resolution that was discussed and slated to be voted on at the regular meeting.

Administrator Shehady reviewed the procedure to participate in public comment.

Cindy Burnham—71 Wallace Street—asked about the resolution regarding the ROSI and if there had been any changes made to it.

Mayor Menna said the, as far as he knew, there were no deletions from the document but that it was an updated listing that might include additional items.

Ms. Burnham asked if he could tell her what had been added.

Mayor Menna said he had stated that, if there was any change, it would be an addition, not a deletion.

Ms. Burnham said she also had a question about the lease with Trinity Church and said she wanted to know why it was for three years.

Mayor Menna said that matter had been discussed under Contract Negotiations.

Attorney Sobel also noted that it was part of the negotiation that the Borough would be able to terminate with six month notice based on a change of circumstance.

Councilwoman Triggiano asked for clarification on the proper format for public comment and asked if speakers were supposed to ask all of their questions with answers to be given to all speakers at the end of public comment.

Administrator Shehady said he would suggest that they use that process so that each speaker would have the full five minutes to speak and so it didn't turn into a back and forth debate.

Councilman Ballard said he felt that format would prevent the ability to ask a follow up question.

Councilman Yassin said he understood that the procedure was implemented to give everyone a chance to speak. He said the speakers could address follow up questions by reaching out to them directly as they all had emails and contact information.

Councilwoman Triggiano advised anyone waiting to speak to ask all of their questions and they will all be answered. She said a lot of people may have the same questions but it was out of respect to all people who wanted to make a comment.

Councilman Ballard said he understood the thought process but said he did not feel that process would offer clarity.

Administrator Shehady said he wanted to remind everyone that, under the Open Public Meeting Act, the opportunity for public "comment." He said it was not the only time that they could engage with their elected officials and listed the many other options available to interact. He said, because they had business to conduct, they would want to hear the public's views. He said it was not intended to be a public debate or a public Q & A. He said if questions were not addressed at this meeting, Councilmembers could respond to them individually.

Attorney Sobel noted that the resolution to set meeting protocols had been pulled from the Reorganization meeting agenda so there was an opportunity to discuss that resolution.

Councilman Zipprich said he did not feel that this was the time to have that conversation.

Councilman Yassin said many people were waiting to speak.

Mayor Menna asked Attorney Sobel to confirm that, if a procedural resolution was not acted on, the former resolution would remain in place until changed.

Attorney Sobel said that was the case and noted everyone should be treated the same.

Tiffany Harris—1 Cedar Crossing—asked why the Borough was exploring options when they could just use funds to repair the existing Senior Center. She said there was limited occupancy at the alternate location. She said the seniors were missing being at their regular home. She said the homebound seniors were not receiving the meals that they depended on. She reviewed the activities, including doctor visits, which used to be offered at the Senior Center.

Jordan Robinson—142 South Street—said she was speaking in support of Resolution 21-28.

Angela Mirandi—8 West Lake Road—asked for clarity on the Public Comment procedure because it had been inconsistent. She reviewed how other towns handled the issue. She said she felt that things were not addressed. She said she applauded the bamboo ordinance. She said she had missed the meeting where they had approved the



ordinance for capital improvements of \$2.5 million and asked about what was being covered. She said she was glad they were appointing a civilian to the Police Department Records position and asked if they would be losing a patrol position or a sergeant position.

Kason Little—Elizabeth, NJ—spoke in support of the immigration resolution.

James Dabrowski—Perth Amboy—spoke in support of the immigration resolution.

Cristian Aparicio—spoke in support of Resolution 21-28.

Brian Donohue—118 Bank Street—urged repair of the Senior Center. He compared it to those in other towns and said he was pleased that the town had given the seniors prime real estate with a riverfront view.

Craig Dolan—34 John Street—said he was speaking in support of the Senior Center, to offer suggestions on the public comment procedure such as a moderated chat and asked if fees were charged for non-town users of the turf field such as schools and football clubs from out of town.

Afshan Shams—Princeton—spoke in support of Resolution 21-28. She said she was grateful to Councilwoman Triggiano for introducing it.

Diane Achilo—18 Bank Street—spoke in support of repairing the Senior Center.

Celestine Woods—56 Leighton Avenue—Spoke in support of the Immigration Resolution. She also said she had read that the Borough was suing Riverview Medical Center for \$5.3 million but saw the matter had been settled for \$583,000. She said she did not understand the settlement number and said they should have pursued more and used the money to fix the Senior Center. She said the temporary facility was not adequate.

Tiffaney Harris—1 Cedar Crossing—She said she had submitted a resolution and petition to the Clerk. She asked how long it would take to get the repairs done.

Sean Miller—Princeton, NJ—spoke in favor of the Immigration Resolution. He thanked the Council for supporting the issue.

Molly Walker—President of the Unitarian Universalist Congregation of Monmouth County, Lincroft—spoke in support of the Immigration Resolution.

Anna Marta Visky—representative of Our Revolution, Monmouth County—spoke in support of the Immigration Resolution.

Tim Zebo—124 E. Bergen Place—spoke in support of the Immigration resolution and in support of repairing the Senior Center.

Boris Kofman—28 Riverside Avenue—spoke in support of the Immigration Resolution.

Robin McGee—263 Mechanic Street—spoke in support of repairing the Senior Center.

Judy Pack—170 Hudson Avenue—said she was also a member of Our Revolution and thanked the Council for considering the Immigration Resolution.

Adriana Medina Gomez—Neptune—said she represented the American Friends Service Committee and spoke in support of the Immigration Resolution. She reviewed the conditions in the detention centers and the need for legal representation.

Sue Ellen Sims—10 Harris Park—said she represented the Greater Red Bank Women's Initiative and urged the passage of the Immigration Resolution.

Stacy Greg—Rockaway—said she was speaking in support of Resolution 21-28.

Karla Ortega—282 Spring Street—spoke in support of the Immigration Resolution and spoke of her fears for family members.

Gene Horowitz—118 Branch Avenue—spoke in support of the Immigration Resolution.

Carla Ortiz—Secretary, Red Bank Regional Dreamers—Reviewed the goals of their organization and read a statement on the importance of the Immigration Resolution.

Beatrice Freda Terry—Raleigh, SC—said she was upset by the closure of the Senior Center. She said she was former Director and urged the Council to move forward with repairs. She discussed the several vital services she felt the center provided. She suggested the repairs could be funded by community fund raising.

Suzanne Viscomi—25 Cedar Street—commended the other commenters and spoke in support of repairing the Senior Center. She said she also had concerns about a problem with neighbors using fireworks which she said was a quality of life issue. She asked the dog license renewals be available on line. She commented on the current Council meeting protocols.

Judy McCabe—Middletown—Greater Red Bank Women's Initiative Immigration Committee—spoke in support of Immigration Resolution.

Ellen Lichtig—Tinton Falls—Greater Red Bank Women's Initiative Immigration Committee—spoke in support of the Immigration Resolution. She reviewed conditions in detention centers and thanked the Council for their support.

Yantza Ortega—293 Spring Street—spoke in support of the Immigration Resolution and reviewed her personal experiences.

Laurie Gero—36 Worthley Street—thanked the Council for the Immigration Resolution.

Isabel Escalante—288 South Bridge Avenue—spoke in support of Resolution 21-28 and also in support of repairing the Senior Center. She said the community was willing to help.

No one else appearing, Councilman Yassin made a motion to close Public Comment, seconded by Councilman Zipprich.

**ROLL CALL:**

**AYES:** Yassing, Triggiano, Ballard, Yngstrom, Zipprich and Horgan.

**NAYS:** None.

There being six ayes and no nays, the motion was declared approved.

**EXECUTIVE SESSION**

None.

**ADJOURNMENT**

Councilman Yassin offered a motion to adjourn the meeting, seconded by Councilwoman Horgan.

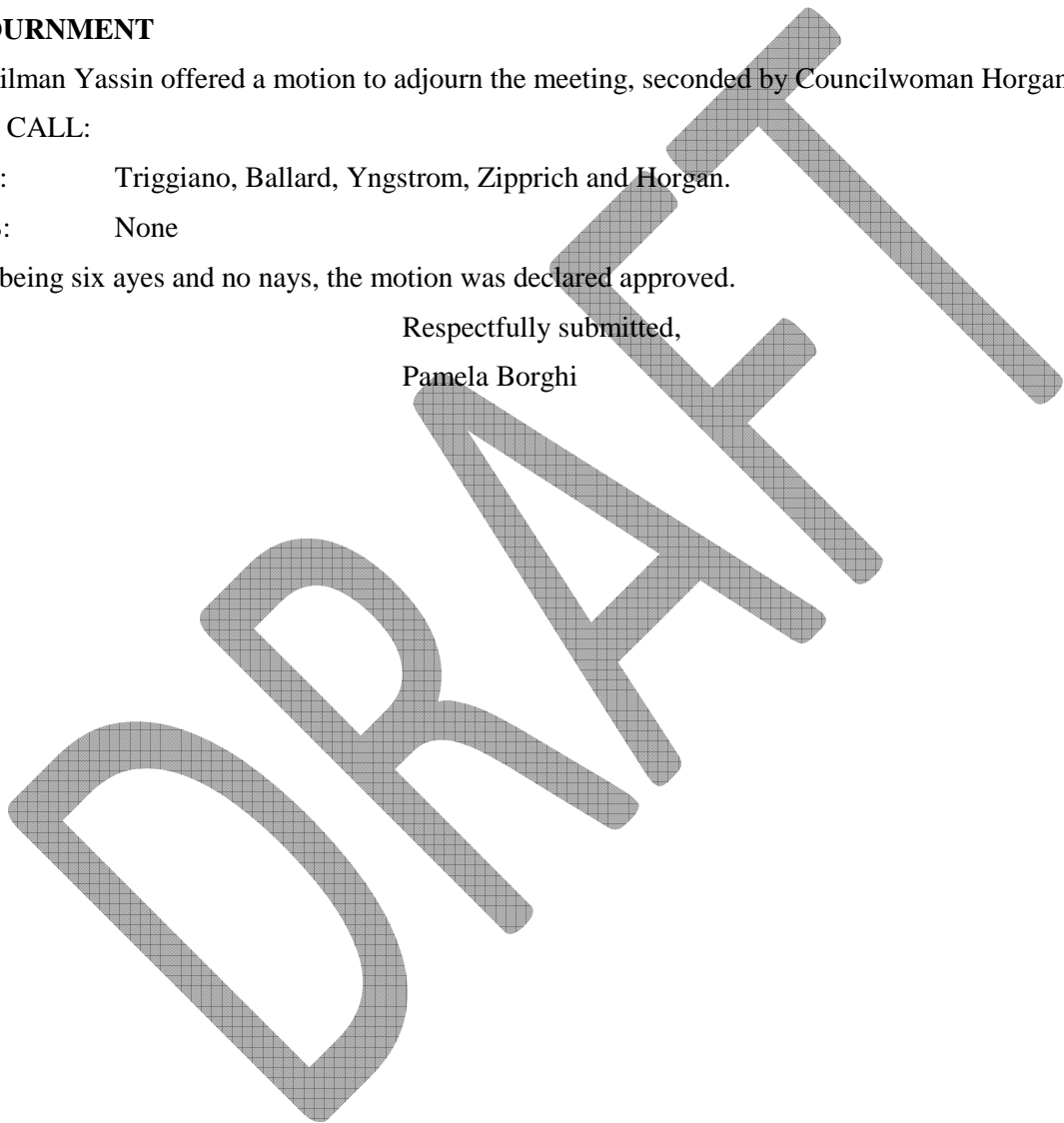
**ROLL CALL:**

**AYES:** Triggiano, Ballard, Yngstrom, Zipprich and Horgan.

**NAYS:** None

There being six ayes and no nays, the motion was declared approved.

Respectfully submitted,  
Pamela Borghi



**ORDINANCE NO. 2021-07**

**ORDINANCE OF THE BOROUGH OF RED BANK, COUNTY OF MONMOUTH, STATE OF NEW JERSEY AMENDING CHAPTER 9: "BOARDS, COMMITTEES, AND COMMISSIONS" OF THE BOROUGH'S REVISED GENERAL ORDINANCES TO HEREAFTER DESIGNATE ALL ENVIRONMENTAL COMMISSIONERS AS GREEN TEAM MEMBERS IN ADDITION TO THOSE GREEN TEAM MEMBERS ANNUALLY APPOINTED BY RESOLUTION**

**WHEREAS**, the Borough of Red Bank, County of Monmouth, State of New Jersey (the "Borough") maintains an Environmental Commission, codified under Code Sections 9-13 through 9-18, to enhance the sustainability, monitoring, and protection of the Borough's natural resources and environment; and

**WHEREAS**, the Borough has likewise established a "Green Team" to support and participate in the Sustainable Jersey Municipal Certification Program; and

**WHEREAS**, over several years, the Borough's Environmental Commission and the Borough's Green Team have worked closely together and share many of the same members seeking to certify the Borough under the Sustainable Jersey Municipal Certification Program; and

**WHEREAS**, through the extraordinary efforts of the Borough's Environmental Commission and Green Team, the Borough is one of only three Monmouth County municipalities to achieve Silver Certification from the Sustainable Jersey Municipal Certification Program; and

**WHEREAS**, the Borough desires to expand the extraordinary and ongoing efforts of its "Green Team" by modifying the Borough Code to automatically appoint all of the Borough's Environmental Commissioners as members of the Borough's "Green Team" in addition to those "Green Team" members annually appointed by Resolution;

**NOW, THEREFORE, BE IT ORDAINED** by the Governing Body of the Borough of Red Bank that the following Article 1 of Chapter 9: "Boards, Committees, and Commissions" of the Revised General Ordinances of the Borough of Red Bank is hereby amended as follows (~~stricken~~ text denotes deletions, underlined text denotes additions):

**ARTICLE V ENVIRONMENTAL COMMISSION**

**§ 9-13 Created.**

There is hereby created, pursuant to N.J.S.A. 40:56A-1, an Environmental Commission which shall consist of seven commissioners plus two alternate commissioners, who shall be designated at the times of their appointment as "Alternate No. 1" and "Alternate No. 2," all of whom shall be residents of the Borough of Red Bank and one of whom shall be a member of the Planning Board. Each member of the Environmental Commission shall be nominated and appointed by the Mayor only with the advice and consent of the Borough Council and shall serve without compensation. An alternate member may participate in discussions of the proceedings but may not vote except in the absence or disqualification of a regular member. A vote shall not be delayed in order that a regular member may vote instead of an alternate member. In the event that a choice must be made as to which alternate member is to vote, Alternate No. 1 shall vote first.

**§ 9-14 Terms of Office.**

- A. *General.* The Commissioners of the Environmental Commission shall serve for a term of three consecutive years. Alternate commissioners shall serve for a term of two years, and until the appointment and qualification of their successors.
- B. *Terms of office of initial commissioners.* The initial commissioners shall serve for the following initial terms:
  - (1) Two commissioners for a term of one year; and
  - (2) Two commissioners for a term of two years; and
  - (3) Three commissioners for a term of three years.

- (4) The terms of the alternate members first appointed shall be two years for Alternate No. 1 and one year for Alternate No. 2, so that the term of not more than one alternate member shall expire in any one year.
- C. *Vacancy.* A vacancy occurring otherwise than by expiration of the terms shall be filled for the unexpired term by the Mayor with the advice and consent of the Borough Council.
- D. *Removal.* The Mayor or the Borough Council of the Borough of Red Bank may remove any member of the Commission for cause, on written charges served upon the Commissioner and after a hearing thereon at which the Commissioner shall be entitled to be heard.
- E. *Exception.* Notwithstanding any other provision herein to the contrary, the term of any Commissioner common to the Planning Board shall expire upon the expiration of the term of membership on the Planning Board.

**§ 9-15            Organization; officers; rules; meetings.**

- A. For purposes of administration, the Environmental Commission is hereby placed within the Department of Administration, division of Planning and Zoning.
- B. The Commission as a body shall designate one of the commissioners to serve as chairman and presiding officer of the Commission for an annual term of office.
- C. The Commission may establish any rules necessary for the orderly conduct of its business. Any matter not covered by its adopted rules shall be governed by Robert's Rules of Order. The rules must be ratified by the Mayor and Council prior to its adoption.
- D. There shall be maintained a record, which shall be opened to the public, of the Commission's resolutions, proceedings, and actions. The Environmental Commission shall make an annual report to the Borough Council.

**§ 9-16            Powers and Duties.**

The Environmental Commission shall have the following powers and duties:

- A. To conduct research into the use and possible use of the open land areas of the Borough of Red Bank.
- B. To keep an index of all open areas, publicly or privately owned, including open marsh lands, swamps, and other wetlands, in order to obtain information on the proper use of such areas, and may from time to time recommend to the Planning Board, plans and programs for the inclusion in a municipal master plan and the development and use of such areas.
- C. To study and make recommendations concerning open space preservation, water resources management, air pollution control, solid waste management, noise control, soil and landscape protection, environmental appearance, marine resources and protection of flora and fauna.
- D. To review and make recommendations on any major applications filed before the Red Bank Planning Board and/or the Red Bank Zoning Board of Adjustment.
- E. To have input into the impact of major applications in other contiguous municipalities as they may impact upon the Borough of Red Bank.
- F. To comment on Master Plan reviews.
- G. To serve as members of the Borough's "Green Team" to advance the Borough's goals and objectives under the Sustainable Jersey Municipal Certification Program, together with any and all other "Green Team" members appointed annually by Resolution of the Borough's governing body.

**§ 9-17            Property acquisitions by Commission.**

The Environmental Commission may not acquire property, either real or personal, in the name of the municipality either by gift, purchase, grant, bequest, devise or lease or otherwise. The Environmental Commission may recommend to the Borough Council the acquisition of any such property, either real or personal, which may be necessary to acquire, maintain, improve, protect, limit the future use of, or otherwise conserve improperly utilized open spaces and other land and water areas in the Borough of Red Bank.

**§ 9-18 Liaison with contiguous municipalities.**

The Commission shall include nonvoting liaison members from the Borough of Tinton Falls, Borough of Little Silver, Borough of Fair Haven, Borough of Shrewsbury and Township of Middletown; provided, however, that the named contiguous municipalities agree to forward and nominate a liaison member; and, provided further that the named municipalities have adopted an Environmental Commission and have also agreed to accept a liaison member from the Borough of Red Bank as a nonvoting member of their Environmental Commission.

**BE IT FURTHER ORDAINED** that any ordinances or portions thereof which are inconsistent with the provisions of this Ordinance are hereby repealed as of the effective date of this Ordinance; and

**BE IT FURTHER ORDAINED** that, if any provision of this Ordinance or the application of such provision to any person or circumstance is declared invalid, such invalidity shall not affect the other provisions or applications of this Ordinance which can be given effect, and to this end, the provisions of this Ordinance are declared to be severable.

**BE IT FURTHER ORDAINED** that this Ordinance shall take effect immediately upon its passage and adoption according to law.

|                        | Motion | Yes | No | Abstain | Absent |
|------------------------|--------|-----|----|---------|--------|
| Councilman Yassin      |        |     |    |         |        |
| Councilwoman Triggiano |        |     |    |         |        |
| Councilman Ballard     |        |     |    |         |        |
| Councilman Yngstrom    |        |     |    |         |        |
| Councilman Zipprich    |        |     |    |         |        |
| Councilwoman Horgan    |        |     |    |         |        |

Introduction: February 10, 2021

Public Hearing: February 24, 2021

**ORDINANCE NO. 2021-08**

**ORDINANCE OF THE BOROUGH OF RED BANK, COUNTY OF MONMOUTH, STATE OF NEW JERSEY AMENDING CHAPTER 596: "SPECIAL IMPROVEMENT DISTRICT" OF THE BOROUGH'S REVISED GENERAL ORDINANCES TO COMPORT WITH RECENT UPDATES AND AMENDMENTS TO THE BY-LAWS OF RED BANK RIVERCENTER**

**WHEREAS**, the Borough of Red Bank, County of Monmouth, State of New Jersey (the "Borough") maintains a Special Improvement District, codified by ordinance under Borough Code Sections 596-1 through 596-12 establishing Red Bank RiverCenter as the Borough's District Management Corporation; and

**WHEREAS**, the Borough Code permits Red Bank RiverCenter to adopt By-Laws for the regulation of its affairs and the conduct of its business and to prescribe rules, regulations and policies in connection with the performance of its functions and duties; and

**WHEREAS**, Red Bank RiverCenter, in collaboration with the Borough's governing body, recently worked to update and revise the By-Laws of Red Bank RiverCenter to better manage and attend to the affairs of the Borough's Special Improvement District; and

**WHEREAS**, the Borough desires to update its Revised General Ordinances to comport with Red Bank RiverCenter's recent amendment to its By-Laws;

**NOW, THEREFORE, BE IT ORDAINED** by the Governing Body of the Borough of Red Bank that the following Article 1 of Chapter 596: "Special Improvement District" of the Revised General Ordinances of the Borough of Red Bank is hereby amended as follows (~~stricken~~ text denotes deletions, underlined text denotes additions):

**CHAPTER 596: SPECIAL IMPROVEMENT DISTRICT**

**ARTICLE I: RED BANK RIVERCENTER**

**§ 596-1 Definitions.**

As used in this article, the following terms shall have the meanings indicated:

**DISTRICT MANAGEMENT CORPORATION**

Special Improvement District of Red Bank, New Jersey, Inc., d/b/a Red Bank RiverCenter (also referred to as "Management Corporation"), an entity incorporated pursuant to Title 15A of the New Jersey Statutes and designated by municipal ordinance to receive funds collected by a special assessment within the Special Improvement District, as authorized by this article and any amendatory supplementary ordinances.

**EXPANDED DISTRICT PROPERTIES**

The properties identified by block and lot number and street address in Exhibit A to Ordinance No. 2007-4, as amended by Exhibit A to Ordinance No. 2018-07.

**ORIGINAL DISTRICT PROPERTIES**

The properties identified by block and lot number and street address on Schedule A to Ordinance No. 1994-17, as amended by Exhibit A to Ordinance No. 2018-07.

**SPECIAL IMPROVEMENT DISTRICT (sometimes also referred to as DISTRICT)**

An area within the Borough of Red Bank designated by this article as an area in which a special assessment on property within the District shall be imposed for the purposes of promoting the economic and general welfare of the District and the municipality. The Special Improvement District includes the expanded district properties.

**§ 596-2 Findings.**

The Mayor and Council find and declare:

- A. That the Expanded District Properties, as identified by block and lot number and street address in Exhibit A to Ordinance No. 2007-4, as amended by Exhibit A to Ordinance No. 2018-07, will benefit from being included within the Special Improvement District;
- B. That the District Management Corporation will provide administrative, management and other services to benefit the businesses, employees, residents and consumers in the Original District Properties and the Expanded District Properties;
- C. That a special assessment shall be imposed and collected by the Borough with the regular property tax payment or payment in lieu of taxes or otherwise, and that all or a portion of these payments shall be transmitted to the District Management Corporation to effectuate the purposes of this article and to exercise the powers granted to it pursuant to this article;
- D. That it is in the best interests of the Borough to expand the Special Improvement District to include the Expanded District Properties and designate the District Management Corporation to administer the District, inclusive of the Original District Properties and the Expanded District Properties;
- E. That the business community should be encouraged to provide self-help and self-financing programs to meet local business needs, goals and objectives.

**§ 596-3            Creation of District.**

- A. There is hereby created and designated within the Borough of Red Bank a Special Improvement District, to be known as the "Red Bank Special Improvement District," consisting of the properties designated and listed on Schedule A by tax lot and block number and street addresses, as amended by Exhibit A to Ordinance No. 2018-07, including the expanded district properties as set forth and identified by block and lot number and street address in Exhibit A of Ordinance No. 2007-4, as amended by Exhibit A to Ordinance No. 2018-07. The Special Improvement District shall be subject to special assessments on all affected property within the District, which assessment shall be imposed by the Borough of Red Bank for the purposes of promoting the economic and general welfare of the District and the municipality.
- B. All business properties within the Special Improvement District, including all private, nonresidential assessed properties, are deemed included in the assessing and taxing provisions of this article and are expressly subject to potential tax or assessment made for Special Improvement District purposes.
- C. All properties within the Special Improvement District that are tax-exempt or are used exclusively for residential purposes are deemed excluded from the assessing or taxing provisions of this chapter and are expressly exempt from any tax or assessment made for Special Improvement District purposes. The tax-exempt and residential properties that shall be accordingly exempt from any tax or assessment for special improvement district purposes are specifically identified in Schedule A to Ordinance No. 1994-17, as amended by Exhibit A to Ordinance No. 2018-07, and in Exhibit A to Ordinance No. 2007-4, as amended by Exhibit A to Ordinance No. 2018-07, as "Tax-Exempt Properties" and "Residential Properties."
- D. All properties within the Special Improvement District that are of a mixed use, and where the residential use is equal to 75% or more of the fair market value of the property as determined by the Borough Assessor, are deemed excluded from the assessing or taxing provisions of this chapter and are expressly exempt from any tax or assessment made for Special Improvement District purposes.
- E. The status of the properties identified in Schedule A to Ordinance No. 1994-17, as amended by Exhibit A to Ordinance No. 2018-07, and in Exhibit A to Ordinance No. 2007-4, as amended by Exhibit A to Ordinance No. 2018-07, as "Tax-Exempt Properties" and "Residential Properties" are based upon the current uses for such properties. In the event that any residential property use shall change to a commercial use, or any tax-exempt property shall become subject to taxation and used for commercial purposes, such property will be subject to the assessment pursuant to Ordinance No. 2007-4 and Ordinance No. 1994-17 and Ordinance No. 2018-07. Should any commercial property currently subject to assessment pursuant to Ordinance No. 2007-4 and Ordinance No. 1994-17 and Ordinance No. 2018-07 change its legal use from commercial to residential, or should any such property become legally tax-exempt, such property shall no longer be subject to assessment hereunder.

**§ 596-4            Appeal of property owner from inclusion in District.**

Any owner of property included within the Special Improvement District, including the properties identified in Schedule A to Ordinance No. 1994-17, as amended by Exhibit A to Ordinance No. 2018-07, and the expanded district properties set forth in Exhibit A of Ordinance No. 2007-4, as amended by Exhibit A to Ordinance No. 2018-07, and subject to the assessing and taxing

provisions of this article, may appeal to the Tax Assessor of the Borough of Red Bank requesting to be excluded from the District and from any assessment and taxing provisions of this chapter. This appeal is only as to whether or not a property should be included within the District under the standards set forth in § 596-3 of this article. It is not an appeal with regard to any taxes. Appeals with regard to taxes should be taken in the usual manner to the Monmouth County Board of Taxation or to the Tax Court. This appeal seeking exclusion from the District and any assessment and taxing provisions of this article shall be in writing and specifically detail the factual basis for the appeal. The Assessor shall investigate the matter and conduct an informal hearing or conference within 30 days of receipt of the appeal. Within 10 days after the conclusion of the informal hearing or conference, the Assessor shall file a report and recommendation with the governing body. The governing body shall review the matter and act within 30 days upon receipt of the report and recommendation from the Assessor.

#### **§ 596-5 Assessments.**

- A. Operation and maintenance of District. Annual operation and maintenance costs relating to services peculiar to the District, including the properties identified in Schedule A to Ordinance No. 1994-17, as amended by Exhibit A to Ordinance No. 2018-07, and the expanded district properties set forth in Exhibit A to Ordinance No. 2007-4, as amended by Exhibit A to Ordinance No. 2018-07,<sup>[1]</sup> as distinguished from services normally provided by the Borough, will provide benefits primarily to the properties included within the District rather than to the Borough as an entirety. These annual costs shall be assessed and taxed to the benefited properties pursuant to the provisions of this chapter and N.J.S.A. 40:56-65 et seq.
- B. Development, construction or acquisition costs. All costs of development, construction and acquisition relating to improvements to the District, including the properties identified in Schedule A to Ordinance No. 1994-17, as amended by Exhibit A to Ordinance No. 2018-07, and the expanded district properties set forth in Exhibit A to Ordinance No. 2007-4, as amended by Exhibit A to Ordinance No. 2018-07, shall be financed and assessed to properties especially benefited thereby. The Borough may, by separate ordinance, or by amendment to this chapter, provide that improvements and facilities hereinafter acquired or developed shall be operated and maintained and the costs taxed to the benefited properties.

#### **§ 596-6 Designation of District Management Corporation.**

The nonprofit corporation, Special Improvement District of Red Bank, Inc., d/b/a/ Red Bank RiverCenter, is hereby designated as the District Management Corporation for the District. This Management Corporation shall conduct its business in accordance with the Open Public Meetings Law. This Corporation shall have no power of condemnation or eminent domain. It shall regularly file copies of the minutes of its meetings with the Borough Clerk so the minutes shall be conveniently available to the public for inspection.

#### **§ 596-7 Powers of District Management Corporation.**

The District Management Corporation, in addition to acting as an advisory board to the Mayor and Council, shall have all powers and responsibilities necessary and requisite to effectuate the purposes of this article and the District, including, but not limited to:

- A. Bylaws; Board of Directors.
  - (1) Adopt bylaws for the regulation of its affairs and the conduct of its business and to prescribe rules, regulations and policies in connection with the performance of its functions and duties; these bylaws shall be submitted to the Mayor and Council for approval and may not thereafter be modified without the approval of the Mayor and Council, and the bylaws and other corporate documents shall provide that the Corporation shall conduct its business in accordance with the Open Public Meetings Law, shall conduct regular meetings ~~not less than quarterly~~ and that the Board of Directors shall consist of ~~30-28~~ members. As to the membership of the Board of Directors, it shall include a resident designated by the Mayor ~~or the Mayor's designee~~; a member of the Borough Council governing body selected by the Borough Council; and two residents of the Borough, who shall not be owners or occupants of commercial property within the District, to be selected by the Borough Council. All of these appointments shall serve ~~at the pleasure of the appointing authority~~ for one-year terms and until their successors are appointed and qualify.
  - (2) Additionally, the Board of Directors shall consist of one member appointed by each of the following bodies, subject to majority confirmation by the other 26 members of the Board of Directors (in case of a tie, the Mayor shall cast the deciding vote):
    - (a) Riverview Medical Center.
    - (b) ~~The Monmouth County Arts Council~~ Count Basie Center for the Arts.



~~(c) Eastern Monmouth Area Chamber of Commerce.~~

- (3) The members appointed by these bodies shall serve ~~at the pleasure of the appointing authority for one-year terms and until their successors are appointed and qualify.~~ Not less than ~~16-11~~ of the remaining ~~23-22~~ members of the Board of Directors shall consist of owners ~~or occupants~~ (in whole or in part, whether as individuals or members of a limited liability company or shareholders of a corporation or other entity) of commercial real estate of property located within the District, including the expanded district properties. The remainder shall be either owners or employees engaged in the management of businesses located within the District and/or the Business Administrator of the Borough and/or up to three (3) at-large members. The existing Board shall continue to carry on the duties of the nonprofit corporation and hereafter members shall be, in accordance with the bylaws, elected to the Board of Directors by owners and/or occupants of property included within the District. Any vacancies with regard to these elected members shall be filled by a majority of the Board members for the balance of the term.
- B. Employ such persons as may be required, and fix and pay their compensation from funds available to the corporation;
  - C. Apply for, accept, administer and comply with the requirements respecting an appropriation of funds or a gift, grant or donation of property or money;
  - D. Make and execute agreements which may be necessary or convenient to the exercise of the powers and functions of the corporation, including contracts with any person, firm, corporation, governmental agency or other entity;
  - E. Administer and manage its own funds and accounts and pay its own obligations;
  - F. Borrow money from private lenders and from governmental entities;
  - G. Fund the improvement for the exterior appearance of properties in the District through grants or loans. Standards for eligibility and for terms of such grants and loans shall be established by the Board of Directors.
  - H. Fund the rehabilitation of properties in the District through grants or loans. Standards for eligibility and for terms of such grants and loans shall be established by the Board of Directors.
  - I. Accept, purchase, rehabilitate, sell, lease or manage property in the District;
  - J. Enforce the conditions of any loan, grant, sale or lease made by the corporation;
  - K. Provide security, sanitation and other services to the District, supplemental to those provided normally by the municipality;
  - L. Undertake improvements designated to increase the safety or attractiveness of the District to businesses which may wish to locate there or to visitors to the District including, but not limited to, litter cleanup and control, landscaping, parking areas and facilities, recreational and rest areas and facilities, pursuant to pertinent regulations of the Borough of Red Bank;
  - M. Publicize the District and the businesses included within the District boundaries;
  - N. Recruit new businesses to fill vacancies in, and to balance the business mix of, the District;
  - O. Organize special events in the District;
  - P. Provide special parking arrangements for the District; and
  - Q. Provide temporary decorative lighting in the District.

**§ 596-8 Annual budget, hearing and assessments.**

- A. The fiscal year of the District and of the Management Corporation shall be the calendar year. The current budget has been approved by the Mayor and Council. Hereafter, the District Management Corporation shall submit no later than December 1 of each year a detailed annual budget for the following year for approval by the Mayor and Council. The budget shall be processed and adopted by the Borough on or before April 1 of each year in accordance with the procedures set forth in N.J.S.A. 40:56-84.
- B. The budget shall be submitted with a report which explains how the budget contributes to goals and objectives for the Special Improvement District. The budget shall be reasonably itemized, including any different tax rate or different tax tier for various properties within the District, and shall include a summary of the categories of cost properly chargeable as follows:

- (1) The amount of such costs to be charged against the general funds of the municipality, if any.
  - (2) The amount of costs to be charged and assessed against properties benefited in the District, including the properties identified in Schedule A to Ordinance No. 1994-17, as amended by Exhibit A to Ordinance No. 2018-07, and the expanded district properties set forth in Exhibit A, to Ordinance No. 2007-4, as amended by Exhibit A to Ordinance No. 2018-07,<sup>[1]</sup> in proportion to benefits which shall be the aggregate of costs of annual improvements to be made in the District during the ensuing year;
  - (3) The amount of costs, if any, to be specially taxed against properties in the District, including the properties identified in Schedule A to Ordinance No. 1994-17, as amended by Exhibit A to Ordinance No. 2018-07, and the expanded district properties set forth in Exhibit A to Ordinance No. 2007-4, as amended by Exhibit A to Ordinance No. 2018-07.
- C. Each year, when the Mayor and Council shall have acted on the estimated costs and/or on the budget, the Municipal Assessor shall prepare an assessment roll setting forth separately the amounts to be specially assessed against the benefited and assessable properties in the District, including expanded district properties. Descriptions of such properties, and the names of the then-current owners of such properties, so far as names are available, shall be included in each annual assessment roll. The assessment roll, when so prepared, shall be filed in the Office of the Municipal Clerk and be there available for inspection. The Mayor and Council shall annually meet to consider objections to the amounts of such special assessments at least 10 days after a notice of hearing has been published once in the official newspaper and mailed to the named owners of all tracts, parcels and lots of property proposed to be assessed. The notice shall set forth the time and place of meeting and set forth the purpose of such meeting, but may refer to the assessment roll for further particulars. When the governing body shall have approved the amounts of the special assessments set forth therein, or as may be changed by it, the Municipal Clerk shall forthwith certify a copy of the assessment roll, with such changes, if any, to the Monmouth County Tax Board.
- D. For the purpose of this section, "annual improvements" shall mean and include any reconstruction, replacement or repair of trees and plantings and other facilities of the Special Improvement District and the furnishing of any other local improvement which benefits properties within the District, including expanded district properties. For the purpose of this chapter, "costs" shall, with respect to annual improvements to and operation and maintenance of the Special Improvement District, mean costs of annual improvements; and all other costs, including planning costs, incurred or to be incurred in connection with annual improvements to and operation and maintenance of the District.
- E. Moneys appropriated and collected on account of annual improvement costs, and costs of operating and maintaining a Special Improvement District, shall be credited to a special account. The Mayor and Council may incur the annual costs of improving, operating and maintaining a Special Improvement District, during any fiscal year, though not specifically provided for by line item or other category in an approved estimate for such fiscal year, if in its discretion it shall be deemed necessary to provide for such annual improvements or operation or maintenance prior to the succeeding fiscal year and so long as the total amount of the account as approved for that year is not exceeded by that expenditure. Any balances to the credit of the account and remaining unexpended at the end of the fiscal year shall be conserved and applied towards the financial requirements of the succeeding year.
- F. The Mayor and Council shall pay over funds to the Management Corporation quarterly on the first day of March, June, September and December of each year.

**§ 596-9 Annual audit of District Management Corporation.**

The District Management Corporation shall cause an annual audit of its books, accounts and financial transactions to be made and filed with the Mayor and Council, and for that purpose, the Corporation shall employ a certified public accountant of New Jersey. The annual audit shall be completed and filed with the governing body within four months after the close of the fiscal year of the Corporation, and a certified duplicate copy of the audit shall be filed with the Director of the Division of Local Government Services in the Department of Community Affairs within five days of the filing of the audit with the Mayor and Council.

**§ 596-10 Annual report to municipality.**

The District Management Corporation shall, within 30 days after the close of each fiscal year, make an annual report of its activities for the preceding fiscal year to the Mayor and Clerk of the Borough.

**§ 596-11 Municipal powers retained.**

Notwithstanding the creation of a Special Improvement District, the Borough of Red Bank expressly retains all its powers and authority over the area designated as within the Special Improvement District. No improvements or modifications shall be made to any public property without the prior formal approval of the Borough governing body.

**§ 596-12 Ordinance reenactment.**

This article reenacts in its entirety the ordinance entitled "An Ordinance Creating a Special Improvement District Within the Borough of Red Bank and Designating a District Management Corporation," as heretofore adopted, amended and supplemented.

**BE IT FURTHER ORDAINED** that any ordinances or portions thereof which are inconsistent with the provisions of this Ordinance are hereby repealed as of the effective date of this Ordinance; and

**BE IT FURTHER ORDAINED** that, if any provision of this Ordinance or the application of such provision to any person or circumstance is declared invalid, such invalidity shall not affect the other provisions or applications of this Ordinance which can be given effect, and to this end, the provisions of this Ordinance are declared to be severable.

**BE IT FURTHER ORDAINED** that this Ordinance shall take effect immediately upon its passage and adoption according to law.

|                        | Motion | Yes | No | Abstain | Absent |
|------------------------|--------|-----|----|---------|--------|
| Councilman Yassin      |        |     |    |         |        |
| Councilwoman Triggiano |        |     |    |         |        |
| Councilman Ballard     |        |     |    |         |        |
| Councilman Yngstrom    |        |     |    |         |        |
| Councilman Zipprich    |        |     |    |         |        |
| Councilwoman Horgan    |        |     |    |         |        |

Introduction: February 24, 2021

**ORDINANCE NO. 2021-09**

**ORDINANCE OF THE BOROUGH OF RED BANK, COUNTY OF MONMOUTH,  
STATE OF NEW JERSEY, APPROVING A ONE-YEAR LEASE AGREEMENT FOR  
AN APPROXIMATE 5,000 SQUARE-FOOT, FENCED-IN PORTION OF REAL  
PROPERTY LOCATED AT 208 SOUTH PEARL STREET, RED BANK, NEW JERSEY  
FOR THE PUBLIC PURPOSE OF A POLICE IMPOUND YARD**

**WHEREAS**, R.J.E.S., LLC, 208 South Pearl Street, Red Bank, New Jersey (hereinafter, the "Owner"), is the titled owner of real property located at 208 South Pearl Street, Red Bank, New Jersey, also known as Block 75, Lot 174 on the Tax Map of the Borough of Red Bank (hereinafter, the "Property"); and

**WHEREAS**, the Borough of Red Bank, 90 Monmouth Street, Red Bank, New Jersey (hereinafter, the "Borough"), is a municipal corporation of the State of New Jersey and is authorized, pursuant to N.J.S.A. 40A:12-5, to acquire leasehold interests in real property for public business and use by Ordinance; and

**WHEREAS**, the Borough requires a secure impound yard for its Police Department to properly carry out and execute its public duties; and

**WHEREAS**, the Owner's Property contains an approximately 5,000 square-foot, fenced-in area suitable for the Borough Police Department's use as a secure impound yard (hereinafter, the "Premises"), which Premises Lessor is willing to lease to Lessee; and

**WHEREAS**, the Borough has been leasing the Premises for the past three years for use as a secure impound yard for its Police Department with successful results;

**NOW, THEREFORE, BE IT ORDAINED** by the Governing Body of the Borough of Red Bank, County of Monmouth, State of New Jersey, as follows:

1. That the Governing Body does hereby approve the Commercial Lease Agreement attached hereto as Exhibit A; and
2. That the Mayor is hereby authorized to execute the Commercial Lease Agreement attached hereto as Exhibit A; and
3. That a certified copy of this Ordinance, together with a copy of the Commercial Lease Agreement attached hereto as Exhibit A., shall be forwarded to the Chief Financial Officer, the Borough Clerk, the Borough Administrator, the Red Bank Police Department, and R.J.E.S., LLC; and

**BE IT FURTHER ORDAINED** that any ordinances or portions thereof which are inconsistent with the provisions of this Ordinance are hereby repealed as of the effective date of this Ordinance; and

**BE IT FURTHER ORDAINED** that, if any provision of this Ordinance or the application of such provision to any person or circumstance is declared invalid, such invalidity shall not affect the other provisions or applications of this Ordinance which can be given effect, and to this end, the provisions of this Ordinance are declared to be severable.

**BE IT FURTHER ORDAINED** that this Ordinance shall take effect immediately upon its passage and adoption according to law.

|                        | Motion | Yes | No | Abstain | Absent |
|------------------------|--------|-----|----|---------|--------|
| Councilman Yassin      |        |     |    |         |        |
| Councilwoman Triggiano |        |     |    |         |        |
| Councilman Ballard     |        |     |    |         |        |
| Councilman Yngstrom    |        |     |    |         |        |
| Councilman Zipprich    |        |     |    |         |        |
| Councilwoman Horgan    |        |     |    |         |        |

## **COMMERCIAL PROPERTY LEASE AGREEMENT**

**THIS AGREEMENT** is hereby made between R.J.E.S., LLC., 208 South Pearl Street, Red Bank, New Jersey (hereinafter, "Lessor"), and the Borough of Red Bank, 90 Monmouth Street, Red Bank, New Jersey (hereinafter, "Lessee"). This Lease replaces all other written and verbal agreements.

**WHEREAS**, Lessor is the titled owner of real property located at 208 South Pearl Street, Red Bank, New Jersey, also known as Block 75, Lot 174 on the Tax Map of the Borough of Red Bank (hereinafter, the "Property"); and

**WHEREAS**, Lessee is a municipal corporation of the State of New Jersey and is authorized, pursuant to N.J.S.A. 40A:12-5, to acquire leasehold interests in real property for public business and use; and

**WHEREAS**, Lessee requires a secure impound yard for its Police Department to properly carry out and execute its public duties; and

**WHEREAS**, Lessor's Property contains an approximately 5,000 square-foot, fenced-in area suitable for Lessee's use as a secure impound yard, as depicted on Exhibit A attached hereto (hereinafter, the "Premises"), which Premises Lessor has leased to Lessee for the past two years;

**NOW THEREFORE**, in accordance with the Ordinance adopted by Lessee attached hereto as Exhibit B, Lessor hereby demises the Premises to Lessee, and Lessee hereby renews its rental of the Premises from Lessor, upon the following terms and conditions.

### **1. Term and Rental Payments**

The term of this Lease shall be for one (1) year beginning on February 15, 2021 and ending on February 14, 2022. The annual Gross Rent shall be \$16,800.00, paid in equal monthly installments of \$1,400.00 which shall be postmarked or delivered on or before the fifteenth day of every month in advance, and shall be delivered or mailed to Lessor at the Property's address. The Lessee is permitted to pay Rent in advance at any interval most convenient for Lessee.

### **2. The Premises**

The Premises shall be used only as an impound yard for the storage of vehicles and related equipment and items by the Red Bank Police Department. Lessor shall be responsible for repairing any damaged fencing surrounding the Premises prior to the commencement of this Lease. Lessor shall further be responsible for maintaining the fencing surrounding the Premises during the term of this Lease. Other than the aforementioned fencing, Lessee acknowledges that the Premises and all other aspects thereof, are delivered by Lessor in "as is" condition without any warranty or representation as to condition or fitness for any particular purpose. Lessee agrees to accept the Premises in "as is" condition. Any damage, additions, or changes to the Premises caused by the Lessee are the sole responsibility of the Lessee to repair, restore and/or replace.

**3. Late Fees**

The parties agree that if the Lessee fails to make any monthly payments by the 15<sup>th</sup> of the month when they are due, there shall be added to the payment due for such month in which payment is late, a sum equal to \$50 for that month as Additional Rent. This is in addition to any other remedies the Lessor may have hereunder or by law.

**4. Security Deposit**

There shall not be any Security Deposit required under this Lease.

**5. Cost of Operation**

This is a Full Gross Rent Lease. Lessee shall not be responsible for the payment of any expenses associated with the Property or the Premises, including, by way of example and without limitation, the cost of utilities, water or sewer usage, security, refuse removal, insurance, maintenance or repair of fixtures, supplies, sundries, sales or use tax on supplies or services, wages or salaries of persons engaged in the operation, maintenance and repair of the Property or the Premises, expenses incurred for legal and accounting expenses, the cost of capital improvements or other modifications to the Property, or any other expense or cost, which, in accordance with generally accepted accounting principles and the standard management practices for properties comparable to the Property and the Premises would be considered an expense of operating and/or maintaining the Property and/or Premises.

**6. Prohibition Against Activities**

The Premises shall be used only as set forth and provided above, and Lessee shall not use, or permit the use of, the Premises, or any part of the Premises, for any other purpose or purposes, without the written consent of Lessor. Lessee shall not commit, or suffer to be committed, any waste upon the Premises, any public or private nuisance, or other act or thing that may disturb the quiet enjoyment of any other occupant of the Property.

**7. Signs**

Lessee at its cost and expense may install appropriate signage, if any, in or about the Premises, subject to any applicable governmental regulations. Upon termination of this Lease, Lessee shall remove all signage and repair any damage to the Premises related thereto.

**8. Maintenance of Premises**

All maintenance and repairs, except as described in paragraph 2 herein above, are Lessee's obligation. Lessee shall be responsible for renovations and maintenance of any new installations on the Premises. Lessee shall be responsible for removal of its trash and for snow removal. Lessee shall provide a chain and padlock to secure the Premises for its purposes. Lessee covenants to take good care of the Premises and keep the Premises clean of any garbage, trash and other refuse.

**9. Liability for Damages**

Lessee, as a material part of the consideration to be rendered to Lessor under this Lease, waives all claims against Lessor for damages to vehicles, equipment, and items in, upon, or about the Premises from any cause arising at any time, including water damage, fire or any other cause, and Lessee will hold Lessor exempt and harmless for and on account of any damage or injury to the vehicles, equipment, and items of any person, arising from the use of the Premises by Lessee, or arising from the failure of Lessee to keep the Premises in good condition and/or secured.

**10. Assignments or Sublease**

The Lessee may not sublease or assign the Premises without Lessor's prior written consent.

**11. Lessor's Remedies in Event of Breach**

If the Lessee defaults in the performance of any of the terms, covenants and conditions hereof, except for payment of rent or of any financial obligation under this Lease, or permits the Premises to become deserted, abandoned or vacated, the Lessor may give the Lessee notice of such default, and if Lessee does not cure within ten (10) days, after giving of such notice, or if such other default is of such nature that it cannot be completely cured within such period, if the Lessee does not commence such curing within such ten (10) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then, in any such event the Lessor may terminate this Lease pursuant to applicable law, and on the date specified in said notice, the Lessee's right to possession of the Premises shall cease, and the Lessee shall then quit and surrender the Premises to the Lessor. Should Lessor at any time terminate this Lease for any breach, in addition to any other remedy it may have, it may recover from Lessee all damages it may incur by reason of such breach.

**12. Surrender by Lessee of Lease**

The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation of the Lease, shall at the option of Lessor, terminate all or any existing subleases or sub tenancies, or may, at the option of Lessor, operate as an assignment of any or all such subleases or sub tenancies to the Lessor.

**13. Notices**

All notices by the parties under this Lease shall be transmitted in writing by certified mail, return receipt requested or by overnight courier, and addressed to: (1) Lessee at: Pamela Borghi, Municipal Clerk, Borough of Red Bank, 90 Monmouth Street, New Jersey 07701; and to (2) Lessor at: R.J.E.S., LLC, 208 South Pearl Street, Red Bank, New Jersey 07701, unless either party provides the other party with a different address to which notices are to be transmitted in writing by certified mail, return receipt requested.

**14. Effect of Waiver of Breach of Covenants**

The waiver by Lessor of any breach of any covenant or condition contained in this Lease shall not be deemed to be a waiver of such a covenant or condition or any subsequent breach of the covenant or condition or any other covenant or condition. The subsequent acceptance of rent under this Lease by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any covenant or condition of this Lease, other than the failure of Lessee to timely pay the particular rent so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

**15. Lessor's Remedies on Default**

It is understood and agreed that the remedies given to Lessor shall be cumulative, and the exercise of any one remedy by Lessor shall not be to the exclusion of any other remedy.

**16. Binding Effect on Successors and Assigns**

The covenants and conditions contained in this Lease, subject to the provisions as to assignment, shall apply to and bind the heirs, successors, executors, administrators and assigns of all of Lessee, and all such heirs, successors, executors, administrators and assignees of Lessee shall be jointly and severally liable under this Lease.

**17. Indemnification by Lessee and Lessee's Insurance**

Lessee shall be responsible for and shall relieve, indemnify and save Lessor harmless from and against (a) all liability for loss of life, personal injury and/or damage to property occurring in or around the Premises including, but not limited to any claims made by Lessee's agents, vendors, service providers, guests, invitees, clients, customers, investors or patrons and (b) any loss or damage from Lessee's failure to perform its obligations under this Lease.

**18. Entire Agreement**

This instrument, contains the entire agreement and understanding between the parties hereto with respect to the Lease of the Premises to Lessee. This Lease supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by Lessor to Lessee with respect to the subject thereof, and none thereof shall be used to interpret or construe this Lease. This Lease is and shall be considered to be the only Lease agreement relative to the Premises between the parties hereto and their respective representatives and agents as of the date hereof. No modification of this Lease shall be effective unless the same shall be in writing and be signed by the parties hereto or, as the case may be, their respective successors or assigns.

**19. Validity of Lease**

If any clause or provision of this Lease is legally invalid, the remaining clauses and provisions of this Lease shall remain in full force and effect.



**IN WITNESS WHEREOF**, the parties have respectively executed this Lease as of the dates hereinafter written below.

**LESSOR**

**R.J.E.S., LLC**

Signature: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LESSEE**

**BOROUGH OF RED BANK**

Signature: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

**BOROUGH OF RED BANK  
COUNTY OF MONMOUTH  
RESOLUTION NO. 21-60**

**A RESOLUTION FOR PAYMENT OF BILLS AMOUNTING TO \$ \$2,870,787.25**

**BE IT RESOLVED** by the Mayor and Council that the bills be paid as on the attached check registers totaling \$ \$2,870,787.25.

|                        | Motion | Yes | No | Abstain | Absent |
|------------------------|--------|-----|----|---------|--------|
| Councilman Yassin      |        |     |    |         |        |
| Councilwoman Triggiano |        |     |    |         |        |
| Councilman Ballard     |        |     |    |         |        |
| Councilman Yngstrom    |        |     |    |         |        |
| Councilman Zipprich    |        |     |    |         |        |
| Councilwoman Horgan    |        |     |    |         |        |

Dated: February 24, 2021

## February 24, 2021 Bill List - Borough of Red Bank

| Check Type    | Count      | Total                 |
|---------------|------------|-----------------------|
| Manual Check  | 20         | \$2,201,624.16        |
| Meeting Check | 85         | \$669,163.09          |
| <b>Total</b>  | <b>105</b> | <b>\$2,870,787.25</b> |

| Checking Account | Count      | Total                 |
|------------------|------------|-----------------------|
| CAPITAL ACCOUNT  | 2          | \$13,466.25           |
| CURRENT -VALLEY  | 51         | \$541,255.51          |
| DEVELESCROW      | 4          | \$1,292.28            |
| DEVESCROW2RIVER  | 3          | \$6,126.40            |
| DOG LICENSE AC   | 3          | \$568.97              |
| GRANT FUND-VNB   | 1          | \$92.87               |
| PAYROLL          | 1          | \$2,212.98            |
| PKING CAP 2RIVE  | 1          | \$8,333.00            |
| PKINGOP2RIVER    | 8          | \$28,711.15           |
| RECREATION-VNB   | 1          | \$765.00              |
| TRUST ACCOUNT    | 8          | \$67,703.90           |
| TTL REDEMPTION   | 3          | \$45,840.83           |
| WATER OPERATING  | 16         | \$571,867.96          |
| WIRE             | 3          | \$1,582,550.15        |
| <b>Total</b>     | <b>105</b> | <b>\$2,870,787.25</b> |

| Checking Account | Check Type          | Count      | Total                 |
|------------------|---------------------|------------|-----------------------|
| CAPITAL ACCOUNT  | Meeting Check       | 2          | \$13,466.25           |
| CURRENT -VALLEY  | Manual Check        | 7          | \$430,592.08          |
| CURRENT -VALLEY  | Meeting Check       | 44         | \$110,663.43          |
| DEVELESCROW      | Manual Check        | 1          | \$28.50               |
| DEVELESCROW      | Meeting Check       | 3          | \$1,263.78            |
| DEVESCROW2RIVER  | Meeting Check       | 3          | \$6,126.40            |
| DOG LICENSE AC   | Meeting Check       | 3          | \$568.97              |
| GRANT FUND-VNB   | Manual Check        | 1          | \$92.87               |
| PAYROLL          | Manual Check        | 1          | \$2,212.98            |
| PKING CAP 2RIVE  | Meeting Check       | 1          | \$8,333.00            |
| PKINGOP2RIVER    | Manual Check        | 1          | \$24,896.21           |
| PKINGOP2RIVER    | Meeting Check       | 7          | \$3,814.94            |
| RECREATION-VNB   | Meeting Check       | 1          | \$765.00              |
| TRUST ACCOUNT    | Manual Check        | 1          | \$367.50              |
| TRUST ACCOUNT    | Meeting Check       | 7          | \$67,336.40           |
| TTL REDEMPTION   | Meeting Check       | 3          | \$45,840.83           |
| WATER OPERATING  | Manual Check        | 5          | \$160,883.87          |
| WATER OPERATING  | Meeting Check       | 11         | \$410,984.09          |
| WIRE             | Manual Check        | 3          | \$1,582,550.15        |
| <b>Total</b>     | <b>All Checking</b> | <b>105</b> | <b>\$2,870,787.25</b> |

February 24, 2021 Bill List - Borough of Red Bank

| PO #     | Vendor Id | Vendor Name                  | Purchase Order Description     | PO Item # | PO Item Description            | PO Item \$  | Check Type    | Checking Account | Check  |            |             |
|----------|-----------|------------------------------|--------------------------------|-----------|--------------------------------|-------------|---------------|------------------|--------|------------|-------------|
|          |           |                              |                                |           |                                |             |               |                  | Number | Check Date | Amount      |
| 15-02171 | 150022    | CRAIG GARFINKEL              | Escrow Refund B-48 L-1         | 1         | Escrow Refund B-48 L-1         | \$28.50     | Manual Check  | DEVELESCROW      | 3629   | 02/16/2021 | \$28.50     |
| 20-00214 | L0006     | LANIGAN ASSOCIATES           | BLANKET P.O. - MISC UNIFORMS   | 3         | BLANKET P.O. - MISC UNIFORMS   | \$68.00     | Meeting Check | CURRENT -VALLEY  | 13928  | 02/24/2021 | \$2,649.20  |
| 20-00214 | L0006     | LANIGAN ASSOCIATES           | BLANKET P.O. - MISC UNIFORMS   | 4         | BLANKET P.O. - MISC UNIFORMS   | \$234.00    | Meeting Check | CURRENT -VALLEY  | 13928  | 02/24/2021 | \$2,649.20  |
| 20-00495 | C0321     | CME ASSOCIATES               | COAH PLANNING SVC. RES 20-64   | 12        | COAH PLANNING SVC. RES 20-64   | \$94.90     | Meeting Check | CURRENT -VALLEY  | 13915  | 02/24/2021 | \$2,369.00  |
| 20-00497 | C0321     | CME ASSOCIATES               | ENG SVCS NJDOT PROJ-2019/2020  | 19        | ENG SVCS NJDOT PROJ-2019/2020  | \$1,902.75  | Meeting Check | CAPITAL ACCOUNT  | 2415   | 02/24/2021 | \$4,666.25  |
| 20-00754 | C0321     | CME ASSOCIATES               | ENG SVCS-WHITE ST PARKING IMP  | 25        | ENG SVCS-WHITE ST PARKING IMP  | \$8,289.50  | Meeting Check | PKING CAP 2RIVE  | 1070   | 02/24/2021 | \$8,333.00  |
| 20-00999 | L0006     | LANIGAN ASSOCIATES           | 2020 Uniform Items - #222      | 1         | 2020 Uniform Items - #222      | \$150.00    | Meeting Check | CURRENT -VALLEY  | 13928  | 02/24/2021 | \$2,649.20  |
| 20-00999 | L0006     | LANIGAN ASSOCIATES           | 2020 Uniform Items - #222      | 2         | Short Sleeve 5.11 BDU Shirt    | \$150.00    | Meeting Check | CURRENT -VALLEY  | 13928  | 02/24/2021 | \$2,649.20  |
| 20-00999 | L0006     | LANIGAN ASSOCIATES           | 2020 Uniform Items - #222      | 3         | 5.11 BDU Pants w/ FB Stripe    | \$150.00    | Meeting Check | CURRENT -VALLEY  | 13928  | 02/24/2021 | \$2,649.20  |
| 20-00999 | L0006     | LANIGAN ASSOCIATES           | 2020 Uniform Items - #222      | 4         | Nametapes                      | \$18.00     | Meeting Check | CURRENT -VALLEY  | 13928  | 02/24/2021 | \$2,649.20  |
| 20-01102 | L0006     | LANIGAN ASSOCIATES           | Uniform Gear Items - New Hires | 1         | Uniform Gear Items - New Hires | \$374.60    | Meeting Check | CURRENT -VALLEY  | 13928  | 02/24/2021 | \$2,649.20  |
| 20-01102 | L0006     | LANIGAN ASSOCIATES           | Uniform Gear Items - New Hires | 2         | Ptl. Grace Maggiulli, #234     | \$374.60    | Meeting Check | CURRENT -VALLEY  | 13928  | 02/24/2021 | \$2,649.20  |
| 20-01103 | L0006     | LANIGAN ASSOCIATES           | Detective Badge - #220         | 1         | Detective Badges - #220        | \$170.00    | Meeting Check | CURRENT -VALLEY  | 13928  | 02/24/2021 | \$2,649.20  |
| 20-01848 | C0321     | CME ASSOCIATES               | RIVERSIDE GARDENS PK/ R20-191  | 11        | RIVERSIDE GARDENS PK/ R20-191  | \$519.00    | Meeting Check | CAPITAL ACCOUNT  | 2415   | 02/24/2021 | \$4,666.25  |
| 20-01849 | C0321     | CME ASSOCIATES               | MWHK POND,BASIE,EASTPK PHASE 2 | 13        | MWHK POND,BASIE,EASTPK PHASE 2 | \$219.00    | Meeting Check | CAPITAL ACCOUNT  | 2415   | 02/24/2021 | \$4,666.25  |
| 20-01851 | D0358     | DMR Architects, PC           | PROF SVCS-IMPLEMENT PANDEMIC   | 5         | PROF SVCS-IMPLEMENT PANDEMIC   | \$8,800.00  | Meeting Check | CAPITAL ACCOUNT  | 2416   | 02/24/2021 | \$8,800.00  |
| 20-01852 | C0321     | CME ASSOCIATES               | MARINE PKG LOT IMP RES 20-190  | 11        | MARINE PKG LOT IMP RES 20-190  | \$43.50     | Meeting Check | PKING CAP 2RIVE  | 1070   | 02/24/2021 | \$8,333.00  |
| 20-01876 | C0321     | CME ASSOCIATES               | COAH PLANNING SVCS RES 20-187  | 6         | COAH PLANNING SVCS RES 20-187  | \$863.35    | Meeting Check | CURRENT -VALLEY  | 13915  | 02/24/2021 | \$2,369.00  |
| 20-02002 | A0017     | GENE J ANTHONY ESQ           | RENT BD LEGAL-BAL 2020 R20-211 | 5         | RENT BD LEGAL-DEC 2020         | \$1,731.51  | Meeting Check | CURRENT -VALLEY  | 13909  | 02/24/2021 | \$2,366.51  |
| 20-02296 | L0156     | LAWES COMPANY                | prograde sring brake rake      | 1         | prograde sring brake rake      | \$270.50    | Meeting Check | CURRENT -VALLEY  | 13929  | 02/24/2021 | \$270.50    |
| 20-02395 | S0193     | RIO SUPPLY INC               | Modem Update and 3 yr maint    | 1         | Modem Update and 3 yr maint    | \$5,670.00  | Meeting Check | WATER OPERATING  | 11658  | 02/24/2021 | \$5,670.00  |
| 20-02541 | W0075     | W.B.MASON CO INC             | Office Supplies                | 1         | Wite-Out                       | \$0.84      | Meeting Check | CURRENT -VALLEY  | 13952  | 02/24/2021 | \$542.76    |
| 20-02541 | W0075     | W.B.MASON CO INC             | Office Supplies                | 2         | Z-Grip Retractable Pen         | \$2.04      | Meeting Check | CURRENT -VALLEY  | 13952  | 02/24/2021 | \$542.76    |
| 20-02541 | W0075     | W.B.MASON CO INC             | Office Supplies                | 3         | Air Freshner                   | \$2.73      | Meeting Check | CURRENT -VALLEY  | 13952  | 02/24/2021 | \$542.76    |
| 20-02541 | W0075     | W.B.MASON CO INC             | Office Supplies                | 4         | Push Pins                      | \$2.99      | Meeting Check | CURRENT -VALLEY  | 13952  | 02/24/2021 | \$542.76    |
| 20-02541 | W0075     | W.B.MASON CO INC             | Office Supplies                | 5         | Wite-Out Quick Dry             | \$3.49      | Meeting Check | CURRENT -VALLEY  | 13952  | 02/24/2021 | \$542.76    |
| 20-02541 | W0075     | W.B.MASON CO INC             | Office Supplies                | 6         | Triple Action Detergent        | \$4.60      | Meeting Check | CURRENT -VALLEY  | 13952  | 02/24/2021 | \$542.76    |
| 20-02541 | W0075     | W.B.MASON CO INC             | Office Supplies                | 7         | All Purpose                    | \$4.99      | Meeting Check | CURRENT -VALLEY  | 13952  | 02/24/2021 | \$542.76    |
| 20-02541 | W0075     | W.B.MASON CO INC             | Office Supplies                | 9         | Presto Multipurpose correction | \$6.59      | Meeting Check | CURRENT -VALLEY  | 13952  | 02/24/2021 | \$542.76    |
| 20-02541 | W0075     | W.B.MASON CO INC             | Office Supplies                | 11        | Recycled Two Color Desk Pad    | \$9.94      | Meeting Check | CURRENT -VALLEY  | 13952  | 02/24/2021 | \$542.76    |
| 20-02541 | W0075     | W.B.MASON CO INC             | Office Supplies                | 12        | Yearly wall calendar           | \$17.96     | Meeting Check | CURRENT -VALLEY  | 13952  | 02/24/2021 | \$542.76    |
| 20-02541 | W0075     | W.B.MASON CO INC             | Office Supplies                | 13        | Copy Paper                     | \$151.75    | Meeting Check | CURRENT -VALLEY  | 13952  | 02/24/2021 | \$542.76    |
| 20-02541 | W0075     | W.B.MASON CO INC             | Office Supplies                | 14        | Mid-Back Transparent Ergonomic | \$130.99    | Meeting Check | CURRENT -VALLEY  | 13952  | 02/24/2021 | \$542.76    |
| 20-02602 | L0006     | LANIGAN ASSOCIATES           | Porta-Clip Radio Holders       | 1         | Porta-Clip Radio Holders       | \$960.00    | Meeting Check | CURRENT -VALLEY  | 13928  | 02/24/2021 | \$2,649.20  |
| 20-02638 | R0166     | THE RODGERS GROUP            | Online Training Module 2021    | 1         | Online Training Module 2021    | \$7,488.00  | Meeting Check | CURRENT -VALLEY  | 13941  | 02/24/2021 | \$7,488.00  |
| 20-02644 | T0004     | T&M ASSOCIATES               | ESCROW PROJECT BILLING         | 5         | ESCROW PROJECT BILLING         | \$418.50    | Meeting Check | DEVELESCROW      | 3632   | 02/24/2021 | \$418.50    |
| 20-02770 | C0321     | CME ASSOCIATES               | ESCROW PROJECT BILLING         | 4         | ESCROW PROJECT BILLING         | \$340.50    | Meeting Check | DEVELESCROW      | 3631   | 02/24/2021 | \$833.75    |
| 20-02774 | W0075     | W.B.MASON CO INC             | at a glance wall p[lanner      | 1         | at a glance wall p[lanner      | \$76.46     | Meeting Check | CURRENT -VALLEY  | 13952  | 02/24/2021 | \$542.76    |
| 21-00030 | C0037     | CITY CENTRE PLAZA LLC        | STORAGE 11,104,114 (6 MTHS)    | 3         | STORAGE 11,104,114-FEB 2021    | \$253.00    | Meeting Check | CURRENT -VALLEY  | 13913  | 02/24/2021 | \$506.00    |
| 21-00030 | C0037     | CITY CENTRE PLAZA LLC        | STORAGE 11,104,114 (6 MTHS)    | 4         | STORAGE 11,104,114-MARCH 2021  | \$253.00    | Meeting Check | CURRENT -VALLEY  | 13913  | 02/24/2021 | \$506.00    |
| 21-00042 | C0328     | CRANEY INTERPRETING          | interpreting services          | 2         | interpreting services          | \$165.00    | Meeting Check | CURRENT -VALLEY  | 13916  | 02/24/2021 | \$577.50    |
| 21-00042 | C0328     | CRANEY INTERPRETING          | interpreting services          | 3         | interpreting services          | \$220.00    | Meeting Check | CURRENT -VALLEY  | 13916  | 02/24/2021 | \$577.50    |
| 21-00042 | C0328     | CRANEY INTERPRETING          | interpreting services          | 4         | interpreting services          | \$192.50    | Meeting Check | CURRENT -VALLEY  | 13916  | 02/24/2021 | \$577.50    |
| 21-00043 | C0321     | CME ASSOCIATES               | ENGINEERING SERVICES           | 12        | ESCROW PROJECT BILLING         | \$84.50     | Meeting Check | DEVELESCROW      | 3631   | 02/24/2021 | \$833.75    |
| 21-00070 | D0331     | DELISA DEMOLITION INC        | Recy Tax                       | 3         | RECY Fees                      | \$573.93    | Meeting Check | CURRENT -VALLEY  | 13919  | 02/24/2021 | \$43,304.00 |
| 21-00070 | D0331     | DELISA DEMOLITION INC        | Recy Tax                       | 4         | RECY Fees                      | \$601.35    | Meeting Check | CURRENT -VALLEY  | 13919  | 02/24/2021 | \$43,304.00 |
| 21-00071 | N0259     | NEW JERSEY YOUTH SOCCER      | MOSA RBFC Registration Fee     | 1         | MOSA RBFC Registration Fee     | \$765.00    | Meeting Check | RECREATION-VNB   | 1303   | 02/24/2021 | \$765.00    |
| 21-00075 | N0035     | NJRPA                        | 2021 Conference Fee            | 1         | 2021 Conference Fee            | \$150.00    | Meeting Check | CURRENT -VALLEY  | 13936  | 02/24/2021 | \$150.00    |
| 21-00076 | G0023     | GardaWorld                   | Open for Monthly Services      | 2         | Open for Monthly Services      | \$268.37    | Meeting Check | PKINGOP2RIVER    | 2155   | 02/24/2021 | \$268.37    |
| 21-00077 | M0441     | MACKAY METERS, INC.          | Open for Monthly Services      | 2         | Open for Monthly Services-Jan  | \$3,055.00  | Meeting Check | PKINGOP2RIVER    | 2156   | 02/24/2021 | \$3,055.00  |
| 21-00089 | W0070     | KEVIN P WIGENTON ESQ         | PUBLIC DEFENDER-JAN-APR 2021   | 3         | PUBLIC DEFENDER-FEB 2021       | \$1,850.00  | Meeting Check | TRUST ACCOUNT    | 5744   | 02/24/2021 | \$1,850.00  |
| 21-00101 | S0367     | RICHARD SUTCH INC            | B&G Open for Emerg/Service     | 4         | B&G Open for Emerg/Service/Rep | \$430.00    | Meeting Check | WATER OPERATING  | 11660  | 02/24/2021 | \$2,025.00  |
| 21-00107 | D0331     | DELISA DEMOLITION INC        | HHW Tipping Fees               | 3         | HHW Tipping Fees               | \$15,936.62 | Meeting Check | CURRENT -VALLEY  | 13919  | 02/24/2021 | \$43,304.00 |
| 21-00107 | D0331     | DELISA DEMOLITION INC        | HHW Tipping Fees               | 4         | HHW Tipping Fees               | \$16,611.99 | Meeting Check | CURRENT -VALLEY  | 13919  | 02/24/2021 | \$43,304.00 |
| 21-00108 | J0160     | J Swanton Fuel Oil Co., Inc. | Borough Fleet Fuel             | 8         | Borough Fleet Fuel             | \$2,160.45  | Meeting Check | WATER OPERATING  | 11652  | 02/24/2021 | \$6,439.28  |
| 21-00108 | J0160     | J Swanton Fuel Oil Co., Inc. | Borough Fleet Fuel             | 9         | Borough Fleet Fuel             | \$1,383.37  | Meeting Check | WATER OPERATING  | 11652  | 02/24/2021 | \$6,439.28  |
| 21-00108 | J0160     | J Swanton Fuel Oil Co., Inc. | Borough Fleet Fuel             | 10        | Borough Fleet Fuel             | \$214.14    | Meeting Check | WATER OPERATING  | 11652  | 02/24/2021 | \$6,439.28  |

February 24, 2021 Bill List - Borough of Red Bank

| PO #     | Vendor Id | Vendor Name                    | Purchase Order Description    | PO Item # | PO Item Description           | PO Item \$ | Check Type    | Checking Account | Check  |            |            |
|----------|-----------|--------------------------------|-------------------------------|-----------|-------------------------------|------------|---------------|------------------|--------|------------|------------|
|          |           |                                |                               |           |                               |            |               |                  | Number | Check Date | Amount     |
| 21-00108 | J0160     | J Swanton Fuel Oil Co., Inc.   | Borough Fleet Fuel            | 11        | Borough Fleet Fuel            | \$1,694.46 | Meeting Check | WATER OPERATING  | 11652  | 02/24/2021 | \$6,439.28 |
| 21-00108 | J0160     | J Swanton Fuel Oil Co., Inc.   | Borough Fleet Fuel            | 12        | Borough Fleet Fuel            | \$986.86   | Meeting Check | WATER OPERATING  | 11652  | 02/24/2021 | \$6,439.28 |
| 21-00110 | R0179     | E RUNYTON T/A AQUATIC SERV     | water sampling                | 2         | water sampling                | \$1,144.00 | Meeting Check | WATER OPERATING  | 11657  | 02/24/2021 | \$7,797.00 |
| 21-00113 | J0020     | JERSEY ELEVATOR CO INC         | Elevator Services 90 Monmouth | 3         | Elevator Services 90 Monmouth | \$231.59   | Meeting Check | CURRENT -VALLEY  | 13926  | 02/24/2021 | \$231.59   |
| 21-00115 | C0032     | CHESAPEAKE EXTERMINATING       | B/G Extermination Services    | 9         | B/G Extermination Services    | \$60.00    | Meeting Check | CURRENT -VALLEY  | 13912  | 02/24/2021 | \$235.00   |
| 21-00115 | C0032     | CHESAPEAKE EXTERMINATING       | B/G Extermination Services    | 10        | B/G Extermination Services    | \$60.00    | Meeting Check | CURRENT -VALLEY  | 13912  | 02/24/2021 | \$235.00   |
| 21-00115 | C0032     | CHESAPEAKE EXTERMINATING       | B/G Extermination Services    | 11        | B/G Extermination Services    | \$35.00    | Meeting Check | CURRENT -VALLEY  | 13912  | 02/24/2021 | \$235.00   |
| 21-00115 | C0032     | CHESAPEAKE EXTERMINATING       | B/G Extermination Services    | 12        | B/G Extermination Services    | \$30.00    | Meeting Check | CURRENT -VALLEY  | 13912  | 02/24/2021 | \$235.00   |
| 21-00115 | C0032     | CHESAPEAKE EXTERMINATING       | B/G Extermination Services    | 13        | B/G Extermination Services    | \$25.00    | Meeting Check | CURRENT -VALLEY  | 13912  | 02/24/2021 | \$235.00   |
| 21-00115 | C0032     | CHESAPEAKE EXTERMINATING       | B/G Extermination Services    | 14        | B/G Extermination Services    | \$25.00    | Meeting Check | CURRENT -VALLEY  | 13912  | 02/24/2021 | \$235.00   |
| 21-00120 | R0081     | RED BANK SELF STORAGE          | Storage Unit for DPW 1020     | 4         | Storage Unit-DPW 1020-Jan-Mar | \$831.00   | Meeting Check | WATER OPERATING  | 11656  | 02/24/2021 | \$831.00   |
| 21-00124 | N0159     | NJSACOP                        | NJSACOP - Training Seminars   | 1         | NJSACOP - Training Seminars   | \$1,800.00 | Meeting Check | CURRENT -VALLEY  | 13938  | 02/24/2021 | \$3,720.00 |
| 21-00124 | N0159     | NJSACOP                        | NJSACOP - Training Seminars   | 2         | NJ Internal Affairs           | \$449.00   | Meeting Check | CURRENT -VALLEY  | 13938  | 02/24/2021 | \$3,720.00 |
| 21-00124 | N0159     | NJSACOP                        | NJSACOP - Training Seminars   | 3         | Conflict Resolution &         | \$149.00   | Meeting Check | CURRENT -VALLEY  | 13938  | 02/24/2021 | \$3,720.00 |
| 21-00126 | A0028     | AMERICAN WEAR INDUST.UNIFORM   | Leasing Uniforms Feb 4wks     | 5         | Leasing Uniforms Feb 4wks     | \$119.84   | Meeting Check | WATER OPERATING  | 11649  | 02/24/2021 | \$359.52   |
| 21-00126 | A0028     | AMERICAN WEAR INDUST.UNIFORM   | Leasing Uniforms Feb 4wks     | 6         | Leasing Uniforms Feb 4wks     | \$261.90   | Meeting Check | CURRENT -VALLEY  | 13910  | 02/24/2021 | \$641.70   |
| 21-00126 | A0028     | AMERICAN WEAR INDUST.UNIFORM   | Leasing Uniforms Feb 4wks     | 7         | Leasing Uniforms Feb 4wks     | \$27.00    | Meeting Check | PKINGOP2RIVER    | 2154   | 02/24/2021 | \$81.00    |
| 21-00126 | A0028     | AMERICAN WEAR INDUST.UNIFORM   | Leasing Uniforms Feb 4wks     | 8         | Leasing Uniforms Feb 4wks     | \$13.09    | Meeting Check | DOG LICENSE AC   | 2096   | 02/24/2021 | \$39.27    |
| 21-00126 | A0028     | AMERICAN WEAR INDUST.UNIFORM   | Leasing Uniforms Feb 4wks     | 9         | Leasing Uniforms Feb 4wks     | -\$144.00  | Meeting Check | CURRENT -VALLEY  | 13910  | 02/24/2021 | \$641.70   |
| 21-00126 | A0028     | AMERICAN WEAR INDUST.UNIFORM   | Leasing Uniforms Feb 4wks     | 10        | Leasing Uniforms Feb 4wks     | \$119.84   | Meeting Check | WATER OPERATING  | 11649  | 02/24/2021 | \$359.52   |
| 21-00126 | A0028     | AMERICAN WEAR INDUST.UNIFORM   | Leasing Uniforms Feb 4wks     | 11        | Leasing Uniforms Feb 4wks     | \$261.90   | Meeting Check | CURRENT -VALLEY  | 13910  | 02/24/2021 | \$641.70   |
| 21-00126 | A0028     | AMERICAN WEAR INDUST.UNIFORM   | Leasing Uniforms Feb 4wks     | 12        | Leasing Uniforms Feb 4wks     | \$27.00    | Meeting Check | PKINGOP2RIVER    | 2154   | 02/24/2021 | \$81.00    |
| 21-00126 | A0028     | AMERICAN WEAR INDUST.UNIFORM   | Leasing Uniforms Feb 4wks     | 13        | Leasing Uniforms Feb 4wks     | \$13.09    | Meeting Check | DOG LICENSE AC   | 2096   | 02/24/2021 | \$39.27    |
| 21-00126 | A0028     | AMERICAN WEAR INDUST.UNIFORM   | Leasing Uniforms Feb 4wks     | 14        | Leasing Uniforms Feb 4wks     | \$119.84   | Meeting Check | WATER OPERATING  | 11649  | 02/24/2021 | \$359.52   |
| 21-00126 | A0028     | AMERICAN WEAR INDUST.UNIFORM   | Leasing Uniforms Feb 4wks     | 15        | Leasing Uniforms Feb 4wks     | \$261.90   | Meeting Check | CURRENT -VALLEY  | 13910  | 02/24/2021 | \$641.70   |
| 21-00126 | A0028     | AMERICAN WEAR INDUST.UNIFORM   | Leasing Uniforms Feb 4wks     | 16        | Leasing Uniforms Feb 4wks     | \$27.00    | Meeting Check | PKINGOP2RIVER    | 2154   | 02/24/2021 | \$81.00    |
| 21-00126 | A0028     | AMERICAN WEAR INDUST.UNIFORM   | Leasing Uniforms Feb 4wks     | 17        | Leasing Uniforms Feb 4wks     | \$13.09    | Meeting Check | DOG LICENSE AC   | 2096   | 02/24/2021 | \$39.27    |
| 21-00134 | F0104     | FINS AND FEATHERS              | Dog Crate Pad XLG             | 1         | Dog Crate Pad XLG             | \$325.00   | Meeting Check | CURRENT -VALLEY  | 13922  | 02/24/2021 | \$325.00   |
| 21-00139 | S0027     | SEABOARD WELDING SUPPLY INC    | Mason Supplies & Tanks        | 2         | Mason Supplies & Tanks        | \$58.25    | Meeting Check | CURRENT -VALLEY  | 13945  | 02/24/2021 | \$58.25    |
| 21-00147 | N0159     | NJSACOP                        | NJ Internal Affairs           | 1         | NJ Internal Affairs           | \$449.00   | Meeting Check | CURRENT -VALLEY  | 13938  | 02/24/2021 | \$3,720.00 |
| 21-00148 | N0159     | NJSACOP                        | OPRA & Records Management     | 1         | OPRA & Records Management     | \$598.00   | Meeting Check | CURRENT -VALLEY  | 13938  | 02/24/2021 | \$3,720.00 |
| 21-00152 | N0159     | NJSACOP                        | 2021 Membership Dues          | 1         | 2021 Membership Dues          | \$275.00   | Meeting Check | CURRENT -VALLEY  | 13938  | 02/24/2021 | \$3,720.00 |
| 21-00155 | W0075     | W.B.MASON CO INC               | Office Supplies               | 1         | Paper Clips -UNV72220         | \$5.66     | Meeting Check | PKINGOP2RIVER    | 2160   | 02/24/2021 | \$99.44    |
| 21-00155 | W0075     | W.B.MASON CO INC               | Office Supplies               | 2         | Kleenex-KCCO21271             | \$9.29     | Meeting Check | PKINGOP2RIVER    | 2160   | 02/24/2021 | \$99.44    |
| 21-00155 | W0075     | W.B.MASON CO INC               | Office Supplies               | 3         | Clip Boards-UNV40312          | \$15.90    | Meeting Check | PKINGOP2RIVER    | 2160   | 02/24/2021 | \$99.44    |
| 21-00155 | W0075     | W.B.MASON CO INC               | Office Supplies               | 4         | Wall Calendar - AAGDMW20028   | \$13.32    | Meeting Check | PKINGOP2RIVER    | 2160   | 02/24/2021 | \$99.44    |
| 21-00155 | W0075     | W.B.MASON CO INC               | Office Supplies               | 5         | DESK Calendar - AAG89805      | \$21.09    | Meeting Check | PKINGOP2RIVER    | 2160   | 02/24/2021 | \$99.44    |
| 21-00155 | W0075     | W.B.MASON CO INC               | Office Supplies               | 6         | MOUSE PAD-FELS903901          | \$11.48    | Meeting Check | PKINGOP2RIVER    | 2160   | 02/24/2021 | \$99.44    |
| 21-00155 | W0075     | W.B.MASON CO INC               | Office Supplies               | 7         | BINDER CLIPS - UNV102001ND    | \$0.96     | Meeting Check | PKINGOP2RIVER    | 2160   | 02/24/2021 | \$99.44    |
| 21-00155 | W0075     | W.B.MASON CO INC               | Office Supplies               | 8         | SHARPIE-SAN300011ND           | \$11.82    | Meeting Check | PKINGOP2RIVER    | 2160   | 02/24/2021 | \$99.44    |
| 21-00155 | W0075     | W.B.MASON CO INC               | Office Supplies               | 9         | BINDER CLIPS MED-ACC72050     | \$9.92     | Meeting Check | PKINGOP2RIVER    | 2160   | 02/24/2021 | \$99.44    |
| 21-00157 | U0032     | UNITED PARCEL SERV STORE 3488  | Shipping Charges              | 1         | Shipping Charges              | \$11.01    | Meeting Check | CURRENT -VALLEY  | 13951  | 02/24/2021 | \$64.92    |
| 21-00157 | U0032     | UNITED PARCEL SERV STORE 3488  | Shipping Charges              | 2         | 12/30/20 -Invoice No.: 7476   | \$43.74    | Meeting Check | CURRENT -VALLEY  | 13951  | 02/24/2021 | \$64.92    |
| 21-00158 | U0032     | UNITED PARCEL SERV STORE 3488  | BLANKET P.O. - Shipping       | 2         | BLANKET P.O. - Shipping       | \$10.17    | Meeting Check | CURRENT -VALLEY  | 13951  | 02/24/2021 | \$64.92    |
| 21-00159 | 93288     | AM-PM TOWING INC               | December 2020 Towing          | 1         | December 2020 Towing          | \$105.00   | Meeting Check | TRUST ACCOUNT    | 5738   | 02/24/2021 | \$210.00   |
| 21-00159 | 93288     | AM-PM TOWING INC               | December 2020 Towing          | 2         | Case No.: 20-17967            | \$105.00   | Meeting Check | TRUST ACCOUNT    | 5738   | 02/24/2021 | \$210.00   |
| 21-00160 | A0099     | ANTHONY'S AUTO BODY            | December 2020 Tows            | 1         | December 2020 Tows            | \$105.00   | Meeting Check | TRUST ACCOUNT    | 5739   | 02/24/2021 | \$105.00   |
| 21-00163 | M0067     | MUNICIPAL COURT ADMIN ASSOC NJ | 2021 membership dues          | 1         | 2021 membership dues          | \$100.00   | Meeting Check | CURRENT -VALLEY  | 13932  | 02/24/2021 | \$100.00   |
| 21-00164 | M0322     | MON.CTY COURT ADM.ASSOC        | 2021 membership dues          | 1         | 2021 membership dues          | \$90.00    | Meeting Check | CURRENT -VALLEY  | 13933  | 02/24/2021 | \$90.00    |
| 21-00165 | G0017     | GRAMCO                         | liberty digital rec 1/21-1/22 | 1         | liberty digital rec 1/21-1/22 | \$1,045.00 | Meeting Check | CURRENT -VALLEY  | 13923  | 02/24/2021 | \$1,045.00 |
| 21-00175 | W0075     | W.B.MASON CO INC               | Adesso Cyper Track HS Camera  | 1         | Adesso Cyper Track HS Camera  | \$68.59    | Meeting Check | CURRENT -VALLEY  | 13952  | 02/24/2021 | \$542.76   |
| 21-00179 | KMPF01    | KONICA MINOLTA PREMIER FINANCE | COPIERS-JAN-JUNE 2021         | 21        | COPIER-PD RECORDS-FEB 2021    | \$92.87    | Manual Check  | CURRENT -VALLEY  | 13908  | 02/16/2021 | \$815.81   |
| 21-00179 | KMPF01    | KONICA MINOLTA PREMIER FINANCE | COPIERS-JAN-JUNE 2021         | 22        | COPIER-PD DETEC-FEB 2021      | \$92.87    | Manual Check  | CURRENT -VALLEY  | 13908  | 02/16/2021 | \$815.81   |
| 21-00179 | KMPF01    | KONICA MINOLTA PREMIER FINANCE | COPIERS-JAN-JUNE 2021         | 23        | COPIER-SENIOR CTR-FEB 2021    | \$92.87    | Manual Check  | GRANT FUND-VNB   | 1606   | 02/16/2021 | \$92.87    |
| 21-00179 | KMPF01    | KONICA MINOLTA PREMIER FINANCE | COPIERS-JAN-JUNE 2021         | 24        | COPIER-COURT-FEB 2021         | \$92.87    | Manual Check  | CURRENT -VALLEY  | 13908  | 02/16/2021 | \$815.81   |
| 21-00179 | KMPF01    | KONICA MINOLTA PREMIER FINANCE | COPIERS-JAN-JUNE 2021         | 25        | COPIER-ADMIN-FEB 2021         | \$92.92    | Manual Check  | CURRENT -VALLEY  | 13908  | 02/16/2021 | \$815.81   |
| 21-00179 | KMPF01    | KONICA MINOLTA PREMIER FINANCE | COPIERS-JAN-JUNE 2021         | 26        | COPIER-FINANCE-FEB 2021       | \$242.22   | Manual Check  | WATER OPERATING  | 11648  | 02/16/2021 | \$242.22   |

February 24, 2021 Bill List - Borough of Red Bank

| PO #     | Vendor Id | Vendor Name                    | Purchase Order Description     | PO Item # | PO Item Description            | PO Item \$     | Check Type    | Checking Account | Check  |            |                |
|----------|-----------|--------------------------------|--------------------------------|-----------|--------------------------------|----------------|---------------|------------------|--------|------------|----------------|
|          |           |                                |                                |           |                                |                |               |                  | Number | Check Date | Amount         |
| 21-00179 | KMPF01    | KONICA MINOLTA PREMIER FINANCE | COPIERS-JAN-JUNE 2021          | 27        | COPIER-PZ/BLDG/FIRE-FEB 2021   | \$242.22       | Manual Check  | CURRENT -VALLEY  | 13908  | 02/16/2021 | \$815.81       |
| 21-00179 | KMPF01    | KONICA MINOLTA PREMIER FINANCE | COPIERS-JAN-JUNE 2021          | 28        | COPIER-CLERK/P&R-FEB 2021      | \$101.03       | Manual Check  | CURRENT -VALLEY  | 13908  | 02/16/2021 | \$815.81       |
| 21-00179 | KMPF01    | KONICA MINOLTA PREMIER FINANCE | COPIERS-JAN-JUNE 2021          | 29        | COPIER-DPW-FEB 2021            | \$101.03       | Manual Check  | CURRENT -VALLEY  | 13908  | 02/16/2021 | \$815.81       |
| 21-00191 | M0202     | MONMOUTH COUNTY SPCA           | Animal Control Services        | 1         | TNR RB 28090                   | \$37.50        | Meeting Check | DOG LICENSE AC   | 2097   | 02/24/2021 | \$387.50       |
| 21-00191 | M0202     | MONMOUTH COUNTY SPCA           | Animal Control Services        | 2         | TNR RB                         | \$300.00       | Meeting Check | DOG LICENSE AC   | 2097   | 02/24/2021 | \$387.50       |
| 21-00191 | M0202     | MONMOUTH COUNTY SPCA           | Animal Control Services        | 3         | Rabbit 28018                   | \$50.00        | Meeting Check | DOG LICENSE AC   | 2097   | 02/24/2021 | \$387.50       |
| 21-00194 | M0044     | MON CTY POLICE CHIEFS ASSN.    | 2021 Monmouth County Rapid     | 1         | 2021 Monmouth County Rapid     | \$500.00       | Meeting Check | CURRENT -VALLEY  | 13930  | 02/24/2021 | \$650.00       |
| 21-00195 | M0044     | MON CTY POLICE CHIEFS ASSN.    | 2021 Dues: Active Member Chief | 1         | 2021 Dues: Active Member Chief | \$150.00       | Meeting Check | CURRENT -VALLEY  | 13930  | 02/24/2021 | \$650.00       |
| 21-00196 | C0387     | CLEMENTE ENTERPRISES, LLC.     | B 115 L 15.34 CERT 20-00025    | 1         | B 115 L 15.34 CERT 20-00025    | \$6,555.93     | Meeting Check | TTL REDEMPTION   | 3862   | 02/24/2021 | \$6,555.93     |
| 21-00196 | C0387     | CLEMENTE ENTERPRISES, LLC.     | B 115 L 15.34 CERT 20-00025    | 2         | B 115 L 15.34 CERT 20-00025 P  | \$13,500.00    | Meeting Check | TRUST ACCOUNT    | 5741   | 02/24/2021 | \$13,500.00    |
| 21-00201 | M0401     | MAZZA MULCH INC                | Brush Removal 12/2020          | 1         | Brush Removal 12/2020          | \$3,200.00     | Meeting Check | CURRENT -VALLEY  | 13935  | 02/24/2021 | \$5,600.00     |
| 21-00201 | M0401     | MAZZA MULCH INC                | Brush Removal 12/2020          | 2         | Brush Removal 12/2020          | \$2,400.00     | Meeting Check | CURRENT -VALLEY  | 13935  | 02/24/2021 | \$5,600.00     |
| 21-00204 | U0067     | US BANK CUST BV002 TRST&CRDT   | B 96 L 6.03 CERT 16-00082      | 1         | B 96 L 6.03 CERT 16-00082      | \$9,205.94     | Meeting Check | TTL REDEMPTION   | 3863   | 02/24/2021 | \$17,939.70    |
| 21-00204 | U0067     | US BANK CUST BV002 TRST&CRDT   | B 96 L 6.03 CERT 16-00082      | 2         | B 96 L 6.03 CERT 16-00082 P    | \$1,800.00     | Meeting Check | TRUST ACCOUNT    | 5743   | 02/24/2021 | \$3,300.00     |
| 21-00205 | U0067     | US BANK CUST BV002 TRST&CRDT   | B 71 L 55 CERT 16-00043        | 1         | B 71 L 55 CERT 16-00043        | \$8,733.76     | Meeting Check | TTL REDEMPTION   | 3863   | 02/24/2021 | \$17,939.70    |
| 21-00205 | U0067     | US BANK CUST BV002 TRST&CRDT   | B 71 L 55 CERT 16-00043        | 2         | B 71 L 55 CERT 16-00043 P      | \$1,500.00     | Meeting Check | TRUST ACCOUNT    | 5743   | 02/24/2021 | \$3,300.00     |
| 21-00206 | C0338     | CHRISTIANA TRT CUST GSRAN-Z LL | B 109 L 12 CERT 20-00023       | 1         | B 109 L 12 CERT 20-00023       | \$21,345.20    | Meeting Check | TTL REDEMPTION   | 3861   | 02/24/2021 | \$21,345.20    |
| 21-00206 | C0338     | CHRISTIANA TRT CUST GSRAN-Z LL | B 109 L 12 CERT 20-00023       | 2         | B 109 L 12 CERT 20-00023 P     | \$43,200.00    | Meeting Check | TRUST ACCOUNT    | 5740   | 02/24/2021 | \$43,200.00    |
| 21-00207 | D0339     | DIFRANCESCO BATEMAN PC.        | LEGAL SERVICES-DEC 2020        | 1         | LEGAL SERVICES-DEC 2020        | \$1,240.00     | Meeting Check | CURRENT -VALLEY  | 13920  | 02/24/2021 | \$1,240.00     |
| 21-00209 | L0156     | LAWES COMPANY                  | Snow Shovels                   | 1         | Snow Shovels                   | \$419.40       | Meeting Check | TRUST ACCOUNT    | 5742   | 02/24/2021 | \$5,171.40     |
| 21-00210 | D0139     | DRAEGER INC                    | Service & Repair to Alcotest   | 1         | Service & Repair to Alcotest   | \$17.00        | Meeting Check | CURRENT -VALLEY  | 13917  | 02/24/2021 | \$179.00       |
| 21-00210 | D0139     | DRAEGER INC                    | Service & Repair to Alcotest   | 2         | Certification Charge           | \$106.00       | Meeting Check | CURRENT -VALLEY  | 13917  | 02/24/2021 | \$179.00       |
| 21-00210 | D0139     | DRAEGER INC                    | Service & Repair to Alcotest   | 3         | Calibration Charge             | \$56.00        | Meeting Check | CURRENT -VALLEY  | 13917  | 02/24/2021 | \$179.00       |
| 21-00212 | M0057     | MONMOUTH MUNICIPAL JIF         | JIF WC & GEN LIAB INS 1/15/21  | 1         | JIF WC & GEN LIAB INS 1/15/21  | \$112,243.19   | Manual Check  | CURRENT -VALLEY  | 13904  | 02/12/2021 | \$269,594.74   |
| 21-00212 | M0057     | MONMOUTH MUNICIPAL JIF         | JIF WC & GEN LIAB INS 1/15/21  | 2         | JIF WC & GEN LIAB INS 1/15/21  | \$157,351.55   | Manual Check  | CURRENT -VALLEY  | 13904  | 02/12/2021 | \$269,594.74   |
| 21-00212 | M0057     | MONMOUTH MUNICIPAL JIF         | JIF WC & GEN LIAB INS 1/15/21  | 4         | JIF WC & GEN LIAB INS 1/15/21  | \$86,185.05    | Manual Check  | WATER OPERATING  | 11644  | 02/12/2021 | \$86,185.05    |
| 21-00212 | M0057     | MONMOUTH MUNICIPAL JIF         | JIF WC & GEN LIAB INS 1/15/21  | 5         | JIF WC & GEN LIAB INS 1/15/21  | \$24,896.21    | Manual Check  | PKINGOP2RIVER    | 2153   | 02/12/2021 | \$24,896.21    |
| 21-00216 | M0053     | MON CTY TREASURER(CTY.TAX)     | 1ST & 2ND QTR TAXES 2021       | 3         | 1ST QTR COUNTY TAX 2021        | \$1,416,776.89 | Manual Check  | WIRE             | 888053 | 02/12/2021 | \$1,416,776.89 |
| 21-00216 | M0053     | MON CTY TREASURER(CTY.TAX)     | 1ST & 2ND QTR TAXES 2021       | 4         | 1ST QTR OPEN SPACE TAX 2021    | \$165,505.26   | Manual Check  | WIRE             | 888052 | 02/12/2021 | \$165,505.26   |
| 21-00218 | R0160     | RUTGERS,ST UNIV OF NJ(GEOR.ST) | Planning/Zoning Secretary Cert | 1         | Planning/Zoning Secretary Cert | \$25.00        | Meeting Check | CURRENT -VALLEY  | 13940  | 02/24/2021 | \$25.00        |
| 21-00219 | J0138     | JPMONZO MUNICIPAL CONSULTING L | webinar training/CEUs          | 1         | 2021 budget webinar            | \$50.00        | Meeting Check | CURRENT -VALLEY  | 13927  | 02/24/2021 | \$100.00       |
| 21-00219 | J0138     | JPMONZO MUNICIPAL CONSULTING L | webinar training/CEUs          | 2         | Musings of a 40 year CFO       | \$50.00        | Meeting Check | CURRENT -VALLEY  | 13927  | 02/24/2021 | \$100.00       |
| 21-00220 | M0398     | MCMANIMON,SCOTLAND & BAUMANN L | REDVEL LEGAL SVCS-DEC 2020     | 1         | REDVEL LEGAL SVCS-DEC 2020     | \$129.00       | Meeting Check | DEVESCROW2RIVER  | 1510   | 02/24/2021 | \$129.00       |
| 21-00220 | M0398     | MCMANIMON,SCOTLAND & BAUMANN L | REDVEL LEGAL SVCS-DEC 2020     | 2         | REDVEL LEGAL SVCS-DEC 2020     | \$215.00       | Meeting Check | CURRENT -VALLEY  | 13934  | 02/24/2021 | \$215.00       |
| 21-00221 | R0098     | RED BANK RIVER CENTER          | QTRLY ASSESSMENT Q1 2021       | 1         | QTRLY ASSESSMENT Q1 2021       | \$141,242.50   | Manual Check  | CURRENT -VALLEY  | 13901  | 02/11/2021 | \$141,242.50   |
| 21-00222 | T0158     | TRINITY EPISCOPAL CHURCH       | SENIOR CENTER LEASE-ORD 21-03  | 2         | SENIOR CENTER LEASE-JAN 2021   | \$2,000.00     | Manual Check  | CURRENT -VALLEY  | 13902  | 02/11/2021 | \$4,700.00     |
| 21-00222 | T0158     | TRINITY EPISCOPAL CHURCH       | SENIOR CENTER LEASE-ORD 21-03  | 3         | SENIOR CENTER LEASE-JAN 2021   | \$700.00       | Manual Check  | CURRENT -VALLEY  | 13902  | 02/11/2021 | \$4,700.00     |
| 21-00222 | T0158     | TRINITY EPISCOPAL CHURCH       | SENIOR CENTER LEASE-ORD 21-03  | 4         | SENIOR CENTER LEASE-FEB 2021   | \$2,000.00     | Manual Check  | CURRENT -VALLEY  | 13902  | 02/11/2021 | \$4,700.00     |
| 21-00222 | T0158     | TRINITY EPISCOPAL CHURCH       | SENIOR CENTER LEASE-ORD 21-03  | 5         | SENIOR CENTER LEASE-MARCH 2021 | \$2,000.00     | Meeting Check | CURRENT -VALLEY  | 13950  | 02/24/2021 | \$2,000.00     |
| 21-00223 | C0051     | COMPLETE SECURITY SYSTEMS INC  | Service call 12/21/20          | 1         | Service call 12/21/20          | \$206.00       | Meeting Check | CURRENT -VALLEY  | 13914  | 02/24/2021 | \$431.00       |
| 21-00223 | C0051     | COMPLETE SECURITY SYSTEMS INC  | Service call 12/21/20          | 2         | Service call 10/20/20          | \$225.00       | Meeting Check | CURRENT -VALLEY  | 13914  | 02/24/2021 | \$431.00       |
| 21-00224 | S0021     | SHERWIN WILLIAMS CORP          | Supplies to complete painting  | 1         | Supplies to complete painting  | \$156.44       | Meeting Check | CURRENT -VALLEY  | 13943  | 02/24/2021 | \$156.44       |
| 21-00225 | M0054     | TREASURER, COUNTY OF MONMOUTH  | Disposal                       | 2         | Disposal                       | \$5.51         | Meeting Check | CURRENT -VALLEY  | 13931  | 02/24/2021 | \$196.46       |
| 21-00225 | M0054     | TREASURER, COUNTY OF MONMOUTH  | Disposal                       | 3         | Disposal                       | \$190.95       | Meeting Check | CURRENT -VALLEY  | 13931  | 02/24/2021 | \$196.46       |
| 21-00230 | S0009     | SHREWSBURY AUTO PARTS INC      | Battery                        | 1         | Battery GEN-FIRST AID          | \$89.72        | Meeting Check | CURRENT -VALLEY  | 13942  | 02/24/2021 | \$89.72        |
| 21-00233 | M0024     | MGL PRINTING SOLUTIONS LLC     | water bills                    | 1         | water bills                    | \$1,914.00     | Meeting Check | WATER OPERATING  | 11653  | 02/24/2021 | \$2,016.00     |
| 21-00233 | M0024     | MGL PRINTING SOLUTIONS LLC     | water bills                    | 2         | freight for water bills        | \$102.00       | Meeting Check | WATER OPERATING  | 11653  | 02/24/2021 | \$2,016.00     |
| 21-00235 | A0367     | AMERICANA DINER                | MEALS FOR STAFF STORM 2/1/2021 | 1         | MEALS FOR STAFF STORM 1/31-2/2 | \$367.50       | Manual Check  | TRUST ACCOUNT    | 5737   | 02/17/2021 | \$367.50       |
| 21-00238 | L0156     | LAWES COMPANY                  | Calcium Chloride Pellet        | 1         | Calcium Chloride Pellet        | \$4,752.00     | Meeting Check | TRUST ACCOUNT    | 5742   | 02/24/2021 | \$5,171.40     |
| 21-00239 | C0321     | CME ASSOCIATES                 | GEN ENG SVCS-BAL JAN 2021      | 1         | GEN ENG SVCS-BAL JAN 2021      | \$1,410.75     | Meeting Check | CURRENT -VALLEY  | 13915  | 02/24/2021 | \$2,369.00     |
| 21-00239 | C0321     | CME ASSOCIATES                 | GEN ENG SVCS-BAL JAN 2021      | 2         | WHITE ST IMP-BAL JAN 2021      | \$2,025.50     | Meeting Check | CAPITAL ACCOUNT  | 2415   | 02/24/2021 | \$4,666.25     |
| 21-00243 | G0098     | GFOA OF NJ                     | 2021 Membership Peter O'Reilly | 1         | 2020 Membership Peter O'Reilly | \$90.00        | Meeting Check | CURRENT -VALLEY  | 13924  | 02/24/2021 | \$90.00        |
| 21-00258 | N0038     | TWO RIVERS WATER RECLAMATION A | 1ST QUARTER SEWER SVC. 2021    | 1         | 1ST QUARTER SEWER SVC. 2021    | \$382,804.00   | Meeting Check | WATER OPERATING  | 11654  | 02/24/2021 | \$382,804.00   |
| 21-00259 | S0035     | TREAS.ST.NJ MARRIAGE LICENSE F | MONTHLY MARRIAGE LICENSE 2020  | 1         | MARRIAGE LIC-QTR 1 2020        | \$350.00       | Meeting Check | CURRENT -VALLEY  | 13946  | 02/24/2021 | \$1,800.00     |
| 21-00259 | S0035     | TREAS.ST.NJ MARRIAGE LICENSE F | MONTHLY MARRIAGE LICENSE 2020  | 2         | MARRIAGE LIC-QTR 2 2020        | \$275.00       | Meeting Check | CURRENT -VALLEY  | 13946  | 02/24/2021 | \$1,800.00     |
| 21-00259 | S0035     | TREAS.ST.NJ MARRIAGE LICENSE F | MONTHLY MARRIAGE LICENSE 2020  | 3         | MARRIAGE LIC-QTR 3 2020        | \$700.00       | Meeting Check | CURRENT -VALLEY  | 13946  | 02/24/2021 | \$1,800.00     |
| 21-00259 | S0035     | TREAS.ST.NJ MARRIAGE LICENSE F | MONTHLY MARRIAGE LICENSE 2020  | 4         | MARRIAGE LIC-QTR 4 2020        | \$475.00       | Meeting Check | CURRENT -VALLEY  | 13946  | 02/24/2021 | \$1,800.00     |

February 24, 2021 Bill List - Borough of Red Bank

| PO #     | Vendor Id | Vendor Name                    | Purchase Order Description     | PO Item # | PO Item Description            | PO Item \$  | Check Type    | Checking Account | Check  |            |             |
|----------|-----------|--------------------------------|--------------------------------|-----------|--------------------------------|-------------|---------------|------------------|--------|------------|-------------|
|          |           |                                |                                |           |                                |             |               |                  | Number | Check Date | Amount      |
| 21-00260 | N0037     | NJ LEAGUE OF MUNICIPALITIES    | Budget & Procurement webinar   | 1         | Budget & Procurement webinar   | \$75.00     | Meeting Check | CURRENT -VALLEY  | 13937  | 02/24/2021 | \$75.00     |
| 21-00261 | R0235     | READY REFRESH BY NESTLE        | Water Cooler Rental/Supplies   | 3         | Water Cooler Rental- Dec 2020  | \$24.95     | Meeting Check | PKINGOP2RIVER    | 2158   | 02/24/2021 | \$67.54     |
| 21-00261 | R0235     | READY REFRESH BY NESTLE        | Water Cooler Rental/Supplies   | 4         | Water Cooler Rental- Jan 2021  | \$42.59     | Meeting Check | PKINGOP2RIVER    | 2158   | 02/24/2021 | \$67.54     |
| 21-00263 | T0145     | TREAS.ST OF NEW JERSEY (370)   | BURIAL PERMIT FEES-2020        | 1         | BURIAL PERMIT FEES- 1Q 2020    | \$5.00      | Meeting Check | CURRENT -VALLEY  | 13949  | 02/24/2021 | \$25.00     |
| 21-00263 | T0145     | TREAS.ST OF NEW JERSEY (370)   | BURIAL PERMIT FEES-2020        | 2         | BURIAL PERMIT FEES- 2Q 2020    | \$5.00      | Meeting Check | CURRENT -VALLEY  | 13949  | 02/24/2021 | \$25.00     |
| 21-00263 | T0145     | TREAS.ST OF NEW JERSEY (370)   | BURIAL PERMIT FEES-2020        | 3         | BURIAL PERMIT FEES- 3Q 2020    | \$0.00      | Meeting Check | CURRENT -VALLEY  | 13949  | 02/24/2021 | \$25.00     |
| 21-00263 | T0145     | TREAS.ST OF NEW JERSEY (370)   | BURIAL PERMIT FEES-2020        | 4         | BURIAL PERMIT FEES- 4Q 2020    | \$15.00     | Meeting Check | CURRENT -VALLEY  | 13949  | 02/24/2021 | \$25.00     |
| 21-00264 | N0115     | NJ ST.DEPT.HEALTH & SENIOR     | MONTHLY DOG LICENSE-2020       | 1         | MONTHLY DOG LICENSE-QTR 2 2020 | \$50.40     | Meeting Check | DOG LICENSE AC   | 2098   | 02/24/2021 | \$142.20    |
| 21-00264 | N0115     | NJ ST.DEPT.HEALTH & SENIOR     | MONTHLY DOG LICENSE-2020       | 2         | MONTHLY DOG LICENSE-QTR 3 2020 | \$67.20     | Meeting Check | DOG LICENSE AC   | 2098   | 02/24/2021 | \$142.20    |
| 21-00264 | N0115     | NJ ST.DEPT.HEALTH & SENIOR     | MONTHLY DOG LICENSE-2020       | 3         | MONTHLY DOG LICENSE-QTR 4 2020 | \$24.60     | Meeting Check | DOG LICENSE AC   | 2098   | 02/24/2021 | \$142.20    |
| 21-00268 | W0075     | W.B.MASON CO INC               | Stand Mat                      | 1         | Vari The Mat 36 - Stand Mat    | \$58.80     | Meeting Check | CURRENT -VALLEY  | 13952  | 02/24/2021 | \$542.76    |
| 21-00276 | J0045     | JCP&L                          | various accounts 1/6-2/3       | 1         | various accounts 1/6-2/3       | \$6,965.73  | Manual Check  | CURRENT -VALLEY  | 13907  | 02/12/2021 | \$12,708.84 |
| 21-00277 | J0045     | JCP&L                          | various accounts 1/6-2/3       | 1         | various accounts 1/6-2/3       | \$5,413.11  | Manual Check  | CURRENT -VALLEY  | 13907  | 02/12/2021 | \$12,708.84 |
| 21-00277 | J0045     | JCP&L                          | various accounts 1/6-2/3       | 2         | various accounts 1/6-2/3       | \$330.00    | Manual Check  | CURRENT -VALLEY  | 13907  | 02/12/2021 | \$12,708.84 |
| 21-00278 | J0045     | JCP&L                          | various accounts 1/6-2/3       | 1         | various accounts 1/6-2/3       | \$10,035.09 | Manual Check  | WATER OPERATING  | 11646  | 02/12/2021 | \$10,035.09 |
| 21-00279 | A0223     | AT&T (BOX 105068)              | acc#555347263001 2/1/21        | 1         | acc#555347263001 2/1/21        | \$37.26     | Manual Check  | CURRENT -VALLEY  | 13905  | 02/12/2021 | \$37.26     |
| 21-00280 | N0014     | NJ AMERICAN WATER COMPANY      | ac#1018210024224593 1/1-1/31   | 1         | ac#1018210024224593 1/1-1/31   | \$61,940.90 | Manual Check  | WATER OPERATING  | 11647  | 02/12/2021 | \$62,569.06 |
| 21-00281 | N0014     | NJ AMERICAN WATER COMPANY      | ac#1018210024224593 12/23-1/26 | 1         | ac#1018210024224593 12/23-1/26 | \$628.16    | Manual Check  | WATER OPERATING  | 11647  | 02/12/2021 | \$62,569.06 |
| 21-00282 | D0201     | DIRECT ENERGY BUSINESS         | various accounts 12/23-1/22    | 1         | various accounts 12/23-1/22    | \$110.70    | Manual Check  | CURRENT -VALLEY  | 13906  | 02/12/2021 | \$1,492.93  |
| 21-00282 | D0201     | DIRECT ENERGY BUSINESS         | various accounts 12/23-1/22    | 2         | various accounts 12/23-1/22    | \$227.20    | Manual Check  | CURRENT -VALLEY  | 13906  | 02/12/2021 | \$1,492.93  |
| 21-00282 | D0201     | DIRECT ENERGY BUSINESS         | various accounts 12/23-1/22    | 3         | various accounts 12/23-1/22    | \$158.63    | Manual Check  | CURRENT -VALLEY  | 13906  | 02/12/2021 | \$1,492.93  |
| 21-00282 | D0201     | DIRECT ENERGY BUSINESS         | various accounts 12/23-1/22    | 4         | various accounts 12/23-1/22    | \$208.90    | Manual Check  | CURRENT -VALLEY  | 13906  | 02/12/2021 | \$1,492.93  |
| 21-00282 | D0201     | DIRECT ENERGY BUSINESS         | various accounts 12/23-1/22    | 5         | various accounts 12/23-1/22    | \$250.27    | Manual Check  | CURRENT -VALLEY  | 13906  | 02/12/2021 | \$1,492.93  |
| 21-00282 | D0201     | DIRECT ENERGY BUSINESS         | various accounts 12/23-1/22    | 6         | various accounts 12/23-1/22    | \$232.15    | Manual Check  | CURRENT -VALLEY  | 13906  | 02/12/2021 | \$1,492.93  |
| 21-00282 | D0201     | DIRECT ENERGY BUSINESS         | various accounts 12/23-1/22    | 7         | various accounts 12/23-1/22    | \$305.08    | Manual Check  | CURRENT -VALLEY  | 13906  | 02/12/2021 | \$1,492.93  |
| 21-00282 | D0201     | DIRECT ENERGY BUSINESS         | various accounts 12/23-1/22    | 8         | various accounts 12/23-1/22    | \$449.55    | Manual Check  | WATER OPERATING  | 11645  | 02/12/2021 | \$1,852.45  |
| 21-00282 | D0201     | DIRECT ENERGY BUSINESS         | various accounts 12/23-1/22    | 9         | various accounts 12/23-1/22    | \$0.58      | Manual Check  | WATER OPERATING  | 11645  | 02/12/2021 | \$1,852.45  |
| 21-00282 | D0201     | DIRECT ENERGY BUSINESS         | various accounts 12/23-1/22    | 10        | various accounts 12/23-1/22    | \$2.16      | Manual Check  | WATER OPERATING  | 11645  | 02/12/2021 | \$1,852.45  |
| 21-00282 | D0201     | DIRECT ENERGY BUSINESS         | various accounts 12/23-1/22    | 11        | various accounts 12/23-1/22    | \$90.60     | Manual Check  | WATER OPERATING  | 11645  | 02/12/2021 | \$1,852.45  |
| 21-00282 | D0201     | DIRECT ENERGY BUSINESS         | various accounts 12/23-1/22    | 12        | various accounts 12/23-1/22    | \$958.81    | Manual Check  | WATER OPERATING  | 11645  | 02/12/2021 | \$1,852.45  |
| 21-00282 | D0201     | DIRECT ENERGY BUSINESS         | various accounts 12/23-1/22    | 13        | various accounts 12/23-1/22    | \$346.13    | Manual Check  | WATER OPERATING  | 11645  | 02/12/2021 | \$1,852.45  |
| 21-00282 | D0201     | DIRECT ENERGY BUSINESS         | various accounts 12/23-1/22    | 14        | various accounts 12/23-1/22    | \$2.92      | Manual Check  | WATER OPERATING  | 11645  | 02/12/2021 | \$1,852.45  |
| 21-00282 | D0201     | DIRECT ENERGY BUSINESS         | various accounts 12/23-1/22    | 15        | various accounts 12/23-1/22    | \$0.58      | Manual Check  | WATER OPERATING  | 11645  | 02/12/2021 | \$1,852.45  |
| 21-00282 | D0201     | DIRECT ENERGY BUSINESS         | various accounts 12/23-1/22    | 16        | various accounts 12/23-1/22    | \$0.58      | Manual Check  | WATER OPERATING  | 11645  | 02/12/2021 | \$1,852.45  |
| 21-00282 | D0201     | DIRECT ENERGY BUSINESS         | various accounts 12/23-1/22    | 17        | various accounts 12/23-1/22    | \$0.54      | Manual Check  | WATER OPERATING  | 11645  | 02/12/2021 | \$1,852.45  |
| 21-00283 | D0331     | DELISA DEMOLITION INC          | December Recy 100%             | 1         | December Recy 100%             | \$9,580.11  | Meeting Check | CURRENT -VALLEY  | 13919  | 02/24/2021 | \$43,304.00 |
| 21-00287 | G0194     | GOVPILOT, LLC.                 | ANNUAL MUNICIPAL SUBSCRIPTION  | 1         | ANNUAL MUNICIPAL SUBSCRIPTION  | \$2,778.00  | Meeting Check | CURRENT -VALLEY  | 13925  | 02/24/2021 | \$16,668.00 |
| 21-00287 | G0194     | GOVPILOT, LLC.                 | ANNUAL MUNICIPAL SUBSCRIPTION  | 2         | ANNUAL MUNICIPAL SUBSCRIPTION  | \$2,778.00  | Meeting Check | CURRENT -VALLEY  | 13925  | 02/24/2021 | \$16,668.00 |
| 21-00287 | G0194     | GOVPILOT, LLC.                 | ANNUAL MUNICIPAL SUBSCRIPTION  | 3         | ANNUAL MUNICIPAL SUBSCRIPTION  | \$2,778.00  | Meeting Check | CURRENT -VALLEY  | 13925  | 02/24/2021 | \$16,668.00 |
| 21-00287 | G0194     | GOVPILOT, LLC.                 | ANNUAL MUNICIPAL SUBSCRIPTION  | 4         | ANNUAL MUNICIPAL SUBSCRIPTION  | \$2,778.00  | Meeting Check | CURRENT -VALLEY  | 13925  | 02/24/2021 | \$16,668.00 |
| 21-00287 | G0194     | GOVPILOT, LLC.                 | ANNUAL MUNICIPAL SUBSCRIPTION  | 5         | ANNUAL MUNICIPAL SUBSCRIPTION  | \$5,556.00  | Meeting Check | CURRENT -VALLEY  | 13925  | 02/24/2021 | \$16,668.00 |
| 21-00290 | R0179     | E RUNYTON T/A AQUATIC SERV     | Water Sampling                 | 1         | Monthly coliform bacteria      | \$660.00    | Meeting Check | WATER OPERATING  | 11657  | 02/24/2021 | \$7,797.00  |
| 21-00290 | R0179     | E RUNYTON T/A AQUATIC SERV     | Water Sampling                 | 2         | Trihalomethane water analysis  | \$480.00    | Meeting Check | WATER OPERATING  | 11657  | 02/24/2021 | \$7,797.00  |
| 21-00290 | R0179     | E RUNYTON T/A AQUATIC SERV     | Water Sampling                 | 3         | Haloacetic Acids analysis      | \$740.00    | Meeting Check | WATER OPERATING  | 11657  | 02/24/2021 | \$7,797.00  |
| 21-00290 | R0179     | E RUNYTON T/A AQUATIC SERV     | Water Sampling                 | 4         | UCMR4 required Sampling EPA    | \$1,750.00  | Meeting Check | WATER OPERATING  | 11657  | 02/24/2021 | \$7,797.00  |
| 21-00290 | R0179     | E RUNYTON T/A AQUATIC SERV     | Water Sampling                 | 5         | water Analyzed for alkalinity  | \$340.00    | Meeting Check | WATER OPERATING  | 11657  | 02/24/2021 | \$7,797.00  |
| 21-00290 | R0179     | E RUNYTON T/A AQUATIC SERV     | Water Sampling                 | 6         | Water Sample analyzed Ph       | \$100.00    | Meeting Check | WATER OPERATING  | 11657  | 02/24/2021 | \$7,797.00  |
| 21-00290 | R0179     | E RUNYTON T/A AQUATIC SERV     | Water Sampling                 | 7         | Copper&Lead required by NJDEP  | \$2,583.00  | Meeting Check | WATER OPERATING  | 11657  | 02/24/2021 | \$7,797.00  |
| 21-00291 | S0365     | SUPREME CONDITIONING SYSTEM IN | Water feed valve & backflow pr | 1         | Bad Contactor Replaced         | \$317.00    | Meeting Check | CURRENT -VALLEY  | 13948  | 02/24/2021 | \$1,227.00  |
| 21-00291 | S0365     | SUPREME CONDITIONING SYSTEM IN | Water feed valve & backflow pr | 2         | PD 2fl andover sys offline     | \$240.00    | Meeting Check | CURRENT -VALLEY  | 13948  | 02/24/2021 | \$1,227.00  |
| 21-00291 | S0365     | SUPREME CONDITIONING SYSTEM IN | Water feed valve & backflow pr | 3         | Heat not shutting off trailer  | \$670.00    | Meeting Check | CURRENT -VALLEY  | 13948  | 02/24/2021 | \$1,227.00  |
| 21-00292 | S0367     | RICHARD SUTCH INC              | B&G Open for Emerg/Service     | 1         | Emerg ifl bathrooms backup     | \$1,595.00  | Meeting Check | WATER OPERATING  | 11660  | 02/24/2021 | \$2,025.00  |
| 21-00293 | E0012     | ELECTRO MAINTENANCE INC        | Emergency Service              | 1         | High St broken wire wet well   | \$687.00    | Meeting Check | WATER OPERATING  | 11650  | 02/24/2021 | \$2,199.00  |
| 21-00293 | E0012     | ELECTRO MAINTENANCE INC        | Emergency Service              | 2         | Hudson & Bergen rewire pump    | \$1,512.00  | Meeting Check | WATER OPERATING  | 11650  | 02/24/2021 | \$2,199.00  |
| 21-00293 | E0012     | ELECTRO MAINTENANCE INC        | Emergency Service              | 3         | RB Library junction box        | \$1,960.00  | Meeting Check | CURRENT -VALLEY  | 13921  | 02/24/2021 | \$9,728.00  |
| 21-00293 | E0012     | ELECTRO MAINTENANCE INC        | Emergency Service              | 4         | 90 monmouth hand dryer         | \$1,428.00  | Meeting Check | CURRENT -VALLEY  | 13921  | 02/24/2021 | \$9,728.00  |
| 21-00293 | E0012     | ELECTRO MAINTENANCE INC        | Emergency Service              | 5         | Remove light pole Shrew to 90  | \$1,644.00  | Meeting Check | CURRENT -VALLEY  | 13921  | 02/24/2021 | \$9,728.00  |



February 24, 2021 Bill List - Borough of Red Bank

| PO #     | Vendor Id | Vendor Name                    | Purchase Order Description     | PO Item # | PO Item Description            | PO Item \$ | Check Type    | Checking Account | Check  |            |            |
|----------|-----------|--------------------------------|--------------------------------|-----------|--------------------------------|------------|---------------|------------------|--------|------------|------------|
|          |           |                                |                                |           |                                |            |               |                  | Number | Check Date | Amount     |
| 21-00293 | E0012     | ELECTRO MAINTENANCE INC        | Emergency Service              | 6         | 90 mount & wire led light pole | \$1,760.00 | Meeting Check | CURRENT -VALLEY  | 13921  | 02/24/2021 | \$9,728.00 |
| 21-00293 | E0012     | ELECTRO MAINTENANCE INC        | Emergency Service              | 7         | RBS trouble shoot motor gate   | \$1,381.00 | Meeting Check | CURRENT -VALLEY  | 13921  | 02/24/2021 | \$9,728.00 |
| 21-00293 | E0012     | ELECTRO MAINTENANCE INC        | Emergency Service              | 8         | JPK ground fault outlet        | \$1,555.00 | Meeting Check | CURRENT -VALLEY  | 13921  | 02/24/2021 | \$9,728.00 |
| 21-00295 | S0287     | SHI INTERNATIONAL CORP         | G SUITE LICENSES/JAN 2021      | 1         | G SUITE LICENSES/JAN 2021      | \$798.47   | Meeting Check | CURRENT -VALLEY  | 13947  | 02/24/2021 | \$798.47   |
| 21-00295 | S0287     | SHI INTERNATIONAL CORP         | G SUITE LICENSES/JAN 2021      | 2         | G SUITE LICENSES/JAN 2021      | \$255.26   | Meeting Check | WATER OPERATING  | 11659  | 02/24/2021 | \$255.26   |
| 21-00295 | S0287     | SHI INTERNATIONAL CORP         | G SUITE LICENSES/JAN 2021      | 3         | G SUITE LICENSES/JAN 2021      | \$73.73    | Meeting Check | PKINGOP2RIVER    | 2159   | 02/24/2021 | \$73.73    |
| 21-00298 | C0321     | CME ASSOCIATES                 | Engineering                    | 1         | Escrow Project Billing         | \$5,605.50 | Meeting Check | DEVESCROW2RIVER  | 1509   | 02/24/2021 | \$5,985.00 |
| 21-00298 | C0321     | CME ASSOCIATES                 | Engineering                    | 2         | Escrow Project Billing         | \$253.50   | Meeting Check | DEVESCROW2RIVER  | 1509   | 02/24/2021 | \$5,985.00 |
| 21-00298 | C0321     | CME ASSOCIATES                 | Engineering                    | 3         | Escrow Project Billing         | \$408.75   | Meeting Check | DEVELESCROW      | 3631   | 02/24/2021 | \$833.75   |
| 21-00298 | C0321     | CME ASSOCIATES                 | Engineering                    | 4         | Escrow Project Billing         | \$126.00   | Meeting Check | DEVESCROW2RIVER  | 1509   | 02/24/2021 | \$5,985.00 |
| 21-00306 | A0017     | GENE J ANTHONY ESQ             | RENT BD LEGAL-2021             | 2         | RENT BD LEGAL-JANUARY 2021     | \$635.00   | Meeting Check | CURRENT -VALLEY  | 13909  | 02/24/2021 | \$2,366.51 |
| 21-00307 | B0018     | BOROUGH OF RED BANK,CURRENT AC | REIMBURSE ESCROW INT-JAN 2021  | 1         | REIMBURSE ESCROW INT-JAN 2021  | \$11.53    | Meeting Check | DEVELESCROW      | 3630   | 02/24/2021 | \$11.53    |
| 21-00307 | B0018     | BOROUGH OF RED BANK,CURRENT AC | REIMBURSE ESCROW INT-JAN 2021  | 2         | REIMBURSE ESCROW INT-JAN 2021  | \$12.40    | Meeting Check | DEVESCROW2RIVER  | 1508   | 02/24/2021 | \$12.40    |
| 21-00309 | E0033     | RAYMOND ENGLAND                | 1st Qtr 2018 Medicare          | 1         | 1st Qtr 2018 Medicare          | \$268.00   | Manual Check  | WIRE             | 888054 | 02/17/2021 | \$268.00   |
| 21-00311 | S0022     | STANLEY J.SICKELS              | Med Reim March 2021            | 1         | Med Reim March 2021            | \$148.50   | Meeting Check | CURRENT -VALLEY  | 13944  | 02/24/2021 | \$148.50   |
| 21-00312 | P0194     | PRIMEPOINT LLC                 | PAYROLL PROCESSING-JAN-JUNE 21 | 4         | PAYROLL PROC-JANUARY 2021      | \$1,839.41 | Meeting Check | CURRENT -VALLEY  | 13939  | 02/24/2021 | \$1,839.41 |
| 21-00312 | P0194     | PRIMEPOINT LLC                 | PAYROLL PROCESSING-JAN-JUNE 21 | 5         | PAYROLL PROC-JANUARY 2021      | \$588.03   | Meeting Check | WATER OPERATING  | 11655  | 02/24/2021 | \$588.03   |
| 21-00312 | P0194     | PRIMEPOINT LLC                 | PAYROLL PROCESSING-JAN-JUNE 21 | 6         | PAYROLL PROC-JANUARY 2021      | \$169.86   | Meeting Check | PKINGOP2RIVER    | 2157   | 02/24/2021 | \$169.86   |
| 21-00313 | D0178     | DYNAMIC TESTING SERVICE LLC    | Random Drug/Alcohol Test DPW   | 1         | Random Drug/Alcohol Test DPW   | \$250.00   | Meeting Check | CURRENT -VALLEY  | 13918  | 02/24/2021 | \$250.00   |
| 21-00314 | B0178     | BYRNES O'HERN LLC              | LEGAL SVCS-TAX APPEALS-2021    | 2         | LEGAL SVCS-TAX APPEALS-2021    | \$396.50   | Meeting Check | CURRENT -VALLEY  | 13911  | 02/24/2021 | \$396.50   |
| 21-00319 | A0314     | AFLAC                          | AFLAC January 2021             | 1         | AFLAC January 2021             | \$2,212.98 | Manual Check  | PAYROLL          | 2214   | 02/17/2021 | \$2,212.98 |



**BOROUGH OF RED BANK  
COUNTY OF MONMOUTH  
RESOLUTION NO. 20-61**

**RESOLUTION AUTHORIZING RESOLUTION OF THE BOROUGH OF RED BANK  
TO REFUND DEVELOPER’S ESCROW ACCOUNT BALANCES**

**WHEREAS**, the following applicants have deposited Escrow amounts as required by the Planning and Zoning Department for various development projects; and

**WHEREAS**, the Planning and Zoning Department has determined that the applicants’ corresponding Projects, are substantially complete and therefore the balance of the Escrow can be released; and

**WHEREAS**, the Escrow Accounts identified in the enclosed schedule, ‘Schedule A’ identify balances remaining after application of all relevant fees that have been satisfied and there appears no further basis to retain the Escrow Deposits;

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the Borough of Red Bank that the Escrow balances referenced in the enclosed schedule ‘Schedule A’ be released and that the Chief Financial Officer is hereby directed to issue checks for the refunds identified in the enclosed schedule.

|                   |
|-------------------|
| <b>Schedule A</b> |
|-------------------|

| Applicant       | Balance         |
|-----------------|-----------------|
| 59 Rector, LLC. | \$365.00        |
| <b>TOTAL</b>    | <b>\$365.00</b> |

|                        | Motion | Yes | No | Abstain | Absent |
|------------------------|--------|-----|----|---------|--------|
| Councilman Yassin      |        |     |    |         |        |
| Councilwoman Triggiano |        |     |    |         |        |
| Councilman Ballard     |        |     |    |         |        |
| Councilman Yngstrom    |        |     |    |         |        |
| Councilman Zipprich    |        |     |    |         |        |
| Councilwoman Horgan    |        |     |    |         |        |

Dated: February 24, 2021

**BOROUGH OF RED BANK  
COUNTY OF MONMOUTH  
RESOLUTION NO. 21-62**

**A RESOLUTION AUTHORIZING WATER/SEWER REFUND  
TOTALLING \$140.00 DUE TO OVERPAYMENT**

**WHEREAS**, overpayment was made by Jeanette Dietrick on the water/sewer utility account for a property located at 5-7 East Front Street Road; and

**WHEREAS**, overpayment occurred when made duplicate payments by the tenant and owner; and

**WHEREAS**, Ashlesha Deshpande, Tax Collector, has verified that a duplicate payment was made in error; and

**WHEREAS**, the Tax Collector hereby recommends said overpayments totaling \$140.00 be refunded to Jeanette Dietrick.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Red Bank that it does hereby authorize the aforementioned refund in the amount of \$140.00.

**BE IT FURTHER RESOLVED** that the Clerk forward a certified true copy of this resolution to the Tax Collector.

|                        | Motion | Yes | No | Abstain | Absent |
|------------------------|--------|-----|----|---------|--------|
| Councilman Yassin      |        |     |    |         |        |
| Councilwoman Triggiano |        |     |    |         |        |
| Councilman Ballard     |        |     |    |         |        |
| Councilman Yngstrom    |        |     |    |         |        |
| Councilman Zipprich    |        |     |    |         |        |
| Councilwoman Horgan    |        |     |    |         |        |

Dated: February 24, 2021

**BOROUGH OF RED BANK  
COUNTY OF MONMOUTH  
RESOLUTION NO. 21-63**

**A RESOLUTION AUTHORIZING TAX CREDITS/REFUNDS TOTALING \$2,363.45  
DUE TO OVER PAYMENT BY MORTGAGE COMPANY**

**WHEREAS**, the owner of the property known as 145 Chestnut Street was granted disabled veteran status by the Tax Assessor authorized by Resolution No. 21-31 dated January 13, 2021; and

**WHEREAS**, a mortgage company made a tax payment after the approval of the tax exempt status; and

**WHEREAS**, Frank Collier, owner of the property known as 145 Chestnut Street, has requested a refund of said payment; and

**WHEREAS**, Ashlesha Deshpande, Tax Collector has verified proof of the overpayment and hereby recommends said overpayment totaling \$2,363.45 be credited/refunded to Frank Collier, 145 Chestnut Street, Red Bank, NJ 07701

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Red Bank that it does hereby authorize the aforementioned refund in the amount of \$2,363.45.

**BE IT FURTHER RESOLVED** that the Clerk forward a certified true copy of this resolution to the Tax Collector.

|                        | Motion | Yes | No | Abstain | Absent |
|------------------------|--------|-----|----|---------|--------|
| Councilman Yassin      |        |     |    |         |        |
| Councilwoman Triggiano |        |     |    |         |        |
| Councilman Ballard     |        |     |    |         |        |
| Councilman Yngstrom    |        |     |    |         |        |
| Councilman Zipprich    |        |     |    |         |        |
| Councilwoman Horgan    |        |     |    |         |        |

Dated: February 24, 2021

**BOROUGH OF RED BANK  
COUNTY OF MONMOUTH  
RESOLUTION NO. 21-64**

**A RESOLUTION AUTHORIZING THE COUNTY OF MONMOUTH MOSQUITO CONTROL DIVISION  
TO CONDUCT AERIAL MOSQUITO CONTROL OPERATIONS  
WITHIN THE BOROUGH OF RED BANK**

**WHEREAS**, the Monmouth County Board of Chosen Freeholders, pursuant to N.J.S.A. 26:9-27 et seq., has elected through its Mosquito Control Division to perform all acts necessary for the elimination of Mosquito breeding areas and/or to exterminate mosquitoes within the County; and

**WHEREAS**, the County has instituted an Integrated Pest Management Program consisting of surveillance, water management, biological control and chemical control to exterminate the mosquito population within the County of Monmouth; and

**WHEREAS**, prior to conducting aerial dispensing operations over a designated “congested area,” the County is required, pursuant to Federal Aviation Administration Regulation (FAR Part 137.51), to secure prior written approval from the Governing Body of the political subdivision over which the aircraft is to be operated; and

**WHEREAS**, the Borough of Red Bank is designated as a “congested area” by the Federal Aviation Administration and the County has requested that this Governing Body consent to its proposed aerial dispensing operations.

**NOW, THEREFORE, BE IT RESOLVED** as follows:

1. The Governing Body of the Borough of Red Bank hereby authorizes the County of Monmouth Mosquito Control Division or its agent to apply pesticides by aircraft for mosquito control in certain areas of the municipality designated by the County as being either larval mosquito habitat or areas harboring high populations of mosquitoes constituting either a nuisance, a health hazard or both with the understanding that:
  - a. The County shall utilize pesticides, application equipment and aircraft that are approved for aerial applications by applicable Federal (USEPA) and State (NJDEP) agencies, and
  - b. Such operations will be performed in compliance with applicable Federal and State regulations, and
  - c. The County will notify the Police Department of each municipality over which aerial pesticide operations are planned prior to commencement of such operations.

**BE IT FURTHER RESOLVED** that the Clerk forward a certified true copy of this Resolution to the Monmouth County Mosquito Control Division, 1901 Wayside Road, Tinton Falls, NJ 07724, Attn: Victoria Thompson, Acting Superintendent and to the Chief of Police.

|                        | Motion | Yes | No | Abstain | Absent |
|------------------------|--------|-----|----|---------|--------|
| Councilman Yassin      |        |     |    |         |        |
| Councilwoman Triggiano |        |     |    |         |        |
| Councilman Ballard     |        |     |    |         |        |
| Councilman Yngstrom    |        |     |    |         |        |
| Councilman Zipprich    |        |     |    |         |        |
| Councilwoman Horgan    |        |     |    |         |        |

Dated: February 24, 2021

**BOROUGH OF RED BANK**

**COUNTY OF MONMOUTH**

**RESOLUTION NO. 21-65**

**A RESOLUTION RATIFYING AND CONFIRMING THE APPOINTMENT  
OF AN ADMINISTRATIVE ASSISTANT**

**WHEREAS**, the Borough of Red Bank desires to fill a vacancy in the position of Administrative Assistant; and

**WHEREAS**, pursuant to Chapter 90, Article VI, Section 90-28 of the Revised General Code of the Borough of Red Bank, the Business Administrator appoints William Morrison as full-time Administrative Assistant.

**NOW, THEREFORE, BE IT RESOLVED** by the Governing Body of the Borough of Red Bank that they do hereby ratify and confirm the Business Administrator's appointment of William Morrison as full-time Administrative Assistant effective February 16, 2021 at a rate of pay of \$26.00 per hour (Administrative Assistant – Level 7) subject to satisfactory completion of a probationary period of 90 days.

|                        | Motion | Yes | No | Abstain | Absent |
|------------------------|--------|-----|----|---------|--------|
| Councilman Yassin      |        |     |    |         |        |
| Councilwoman Triggiano |        |     |    |         |        |
| Councilman Ballard     |        |     |    |         |        |
| Councilman Yngstrom    |        |     |    |         |        |
| Councilman Zipprich    |        |     |    |         |        |
| Councilwoman Horgan    |        |     |    |         |        |

Dated: February 24, 2021

**BOROUGH OF RED BANK**

**COUNTY OF MONMOUTH**

**RESOLUTION NO. 21-66**

**A RESOLUTION AUTHORIZING ONE-TIME HONORARIUM PAYMENT IN THE AMOUNT OF \$2,500.00, IN LIEU OF TUITION AND EXPENSE REIMBURSEMENTS, TO SERGEANT JORGE TORRES FOR SUCCESSFULLY OBTAINING HIGHER EDUCATION DEGREE**

**WHEREAS**, the Collective Bargaining Agreement between the Borough of Red Bank and P.B.A. Local 39 calls for the reimbursement of tuition and other related expenses for continuing education undertaken by the police officers serving the Borough of Red Bank; and

**WHEREAS**, Sergeant Jorge Torres expressed to his superior officers in the Borough Police Department that he was seeking to pursue a Master's Degree; and

**WHEREAS**, the Governing Body of the Borough of Red Bank finds that the obtaining of high education degrees by officers of the Borough Police Department is in the best interests of the Borough and its Police Department; and

**WHEREAS**, Sergeant Torres has agreed to accept a one-time honorarium payment of \$2,500.00 upon the successful completion of his higher education studies in lieu of seeking reimbursement of tuition and related expenses from the Borough during the course of her studies; and

**WHEREAS**, such arrangement with Sergeant Torres was financially advantageous to the Borough and its resident-taxpayers; and

**WHEREAS**, the Chief of the Red Bank Police Department has certified to the Governing Body of the Borough of Red Bank that Sergeant Jorge Torres has successfully completed his course of study and obtained a Master's Degree; and

**NOW, THEREFORE, BE IT RESOLVED** that the Governing Body of the Borough of Red Bank does hereby congratulate Sergeant Torres on his educational achievements and does hereby authorize payment in the amount of \$2,500.00 to the police officer as a one-time honorarium; and

**BE IT FURTHER RESOLVED** that a certified copy of this resolution be forwarded to the Chief Financial Officer, Administrator, Chief of Police and Sergeant Torres.

|                        | Motion | Yes | No | Abstain | Absent |
|------------------------|--------|-----|----|---------|--------|
| Councilman Yassin      |        |     |    |         |        |
| Councilwoman Triggiano |        |     |    |         |        |
| Councilman Ballard     |        |     |    |         |        |
| Councilman Yngstrom    |        |     |    |         |        |
| Councilman Zipprich    |        |     |    |         |        |
| Councilwoman Horgan    |        |     |    |         |        |

Dated: February 24, 2020

**BOROUGH OF RED BANK  
COUNTY OF MONMOUTH  
RESOLUTION NO. 21-67**

**RESOLUTION APPROVING AMENDMENTS TO THE BY-LAWS OF RED BANK  
RIVERCENTER PURSUANT TO BOROUGH CODE SECTION 596-7(A)(1)**

**WHEREAS**, the Borough of Red Bank, County of Monmouth, State of New Jersey (the “Borough”) maintains a Special Improvement District, codified by ordinance under Borough Code Sections 596-1 through 596-12 establishing Red Bank RiverCenter as the Borough’s District Management Corporation; and

**WHEREAS**, the Borough Code permits Red Bank RiverCenter to adopt and amend from time-to-time its By-Laws for the regulation of the Special Improvement District’s affairs and the conduct of its business; and

**WHEREAS**, Red Bank RiverCenter, in collaboration with the Borough’s governing body, recently worked to update and revise the By-Laws of Red Bank RiverCenter to better manage and attend to the affairs of the Borough’s Special Improvement District;

**NOW, THEREFORE, BE IT ORDAINED** by the Governing Body of the Borough of Red Bank that the Amended By-Laws of Red Bank RiverCenter, attached hereto as Exhibit A, are hereby approved pursuant to Borough Code Section 596-7(A)(1); and

**BE IT FURTHER RESOLVED** that a copy of this Resolution be forwarded to the Executive Director of Red Bank RiverCenter.

|                        | Motion | Yes | No | Abstain | Absent |
|------------------------|--------|-----|----|---------|--------|
| Councilman Yassin      |        |     |    |         |        |
| Councilwoman Triggiano |        |     |    |         |        |
| Councilman Ballard     |        |     |    |         |        |
| Councilman Yngstrom    |        |     |    |         |        |
| Councilman Zipprich    |        |     |    |         |        |
| Councilwoman Horgan    |        |     |    |         |        |

Dated: February 24, 2021

**BOROUGH OF RED BANK  
COUNTY OF MONMOUTH  
RESOLUTION NO. 21-68**

**RESOLUTION AWARDING A PROFESSIONAL SERVICES CONTRACT TO  
THE COMMUNITY HEALTH GROUP d/b/a JFK UNIVERSITY MEDICAL CENTER  
FOR EMERGENCY MEDICAL AMBULANCE SERVICES WITHIN THE BOROUGH  
FROM JANUARY 1, 2021 TO DECEMBER 31, 2023**

**WHEREAS**, the Borough of Red Bank, County of Monmouth, State of New Jersey (the "Borough") requires a qualified contractor to provide Emergency Medical Services to the Borough and its residents following the expiration of its prior service contract on December 31, 2020; and

**WHEREAS**, The Community Health Group d/b/a JFK University Medical Center (hereinafter, "JFK EMS") has agreed to provide such Emergency Medical Services to the Borough on a 7 day a week/24 hour basis in return for compensation in the amount of \$120,000 per year from January 1, 2021 through December 31, 2023; and

**WHEREAS**, the value of the Emergency Medical Services to be provided by JFK EMS under said contract will exceed \$17,500.00; and

**WHEREAS**, the Local Public Contracts Law, N.J.S.A. 40 A: 11-5(1)(a)(i), requires the public advertisement of notice with respect to contracts for professional services awarded without competitive bids; and

**WHEREAS**, JFK EMS shall be required to complete and submit a Business Entity Disclosure Certification which certifies that JFK EMS has not made any reportable contributions to a political or candidate committee in the Borough of Red Bank in the previous one year, and that the contract will prohibit JFK EMS from making any reportable contributions during the term of the contract;

**NOW THEREFORE, BE IT RESOLVED**, that the Mayor & Council of the Borough of Red Bank hereby authorize the award of a Contract for Emergency Medical Ambulance Services to The Community Health Group d/b/a JFK University Medical Center from January 1, 2021 through December 31, 2023 at a cost of \$120,000.00 per year in accordance with the foregoing under the following terms:

1. The Mayor is hereby authorized to execute the Contract for Emergency Medical Ambulance Services attached hereto as Exhibit A.
2. The Contract is exempt from public bidding as a professional service under N.J.S.A. 40A:11-5.1(a)(i), and is being awarded under a non-fair and open process in accordance with New Jersey's Pay-to-Play law.
3. The Community Health Group d/b/a JFK University Medical Center shall complete and submit to the Borough a Business Entity Disclosure Certification pursuant to New Jersey's Pay-to-Play law.
3. Notice of this Resolution shall be published in the designated official newspapers as required by law within ten (10) days of the passage of this Resolution.
4. A certified copy of this resolution be forwarded to the Borough Administrator, Chief Financial Officer, Police Chief, and The Community Health Group d/b/a JFK University Medical Center.



|                        | Motion | Yes | No | Abstain | Absent |
|------------------------|--------|-----|----|---------|--------|
| Councilman Yassin      |        |     |    |         |        |
| Councilwoman Triggiano |        |     |    |         |        |
| Councilman Ballard     |        |     |    |         |        |
| Councilman Yngstrom    |        |     |    |         |        |
| Councilman Zipprich    |        |     |    |         |        |
| Councilwoman Horgan    |        |     |    |         |        |

Dated: February 24, 2021

**CONTRACT FOR  
EMERGENCY MEDICAL AMBULANCE SERVICES**

**THIS AGREEMENT** (hereinafter referred to as the “Agreement”) is hereby effective as of January 1, 2021 between the Borough of Red Bank, 90 Monmouth Street, Red Bank, NJ 07701 (hereinafter, the “Borough”) and The Community Health Group d/b/a JFK University Medical Center, through its Department of Emergency Medical Services, 65 James Street, Edison, New Jersey 08820 (hereinafter, “JFK EMS”). The Borough and JFK EMS are hereinafter collectively referred to individually as a “Party” and collectively as the “Parties.”

**WITNESSETH:**

**WHEREAS**, the Borough desires to enter into an Agreement with JFK EMS to provide Emergency Medical and Ambulance Services (“Services”) within the Borough in accordance with the terms and conditions contained herein; and

**WHEREAS**, JFK EMS is a fully licensed basic life support provider in the State of New Jersey, and agrees to perform the Services for the Borough as provided in this Agreement.

**NOW THEREFORE**, in consideration of the covenants set forth herein, the Parties agree as follows:

**SECTION 1. RELATIONSHIP TO THE PARTIES AND CONTRACT DOCUMENTS**

1.1 **Independent Contractor**: It is mutually understood and agreed that in the performance of the duties and obligations of the Parties to this Agreement, each Party hereto is a separate and independent contractor. Neither Party is the principal, agent or representative of the other; nor will any employee of either Party be considered an employee of the other Party.

**SECTION 2. REPRESENTATIONS & OBIGATIONS OF BOROUGH**

2.1 **Borough Designation**: The Borough hereby agrees to recognize JFK EMS as the exclusive contractor for providing the Services to the Borough 24 hours per day, 365 days per year.

2.2 **Borough Cooperation**: The Borough hereby represents and warrants that it has obtained the consent and cooperation of all necessary departments needed for the successful operation of JFK EMS’s Services.

2.3 **Borough Consent to Fee**: The Borough represents that it has approved the payment of an annual fee of \$120,000.00 per calendar year (the “Fee”), and shall pay in monthly installments of \$10,000.00 in advance to JFK EMS as the Services are provided. If necessary, the first and last month’s payments may be prorated.

2.4 **Authority to Enter Agreement**: The Borough represents and warrants that it has the right to enter into this Agreement and the Borough’s performance of its obligations herein will not violate any applicable law, judicial order, financing arrangement, collective bargaining agreement, or similar source of authority.

- 2.5 In accordance with N.J.S.A. 26:2K-66 et seq., the Borough shall report dispatch data to the State of New Jersey Department of Health, Office of EMS, and shall assist and cooperate with JFK EMS in gathering data needed for JFK EMS to comply with the law.
- 2.6 The Borough shall keep JFK EMS apprised of any complaints or dissatisfaction by the Borough or its residents, so that JFK EMS may be certain is it maintaining a high standard of care and customer service, and is meeting expectations. This enables JFK EMS to remedy potential problems before they become material.

### **SECTION 3. OBLIGATIONS OF CONTRACTOR**

- 3.1 **Services:** JFK EMS shall maintain and staff at least one primary ambulance, to be provided by JFK EMS, in a ready state to respond to emergency medical service calls received by the Borough within its geographic borders. Any ambulance used by JFK EMS shall be conspicuously lettered to denote that it is being operated by JFK EMS. JFK EMS's Services shall be provided twenty-four (24) hours a day and seven (7) days a week as long as this Agreement is in effect.
- 3.2 **Licensure:** The primary ambulance, as well as any secondary ambulances, dispatched for service shall meet the requirements of all applicable Federal, State and local laws, regulations and licensure standards.
- 3.3 **Equipment:** JFK EMS agrees to provide all usual, necessary and appropriate equipment and supplies required to perform the Services under this Agreement. Equipment and supplies shall include but not be limited to: stretchers, backboards, splints, oxygen tanks, bandages, gauze pads, dressings, saline solutions and all other equipment and medical supplies as required by the New Jersey Department of Health.
- 3.4 **Infectious Control Management:** JFK EMS shall be responsible for complying with all applicable standards, practices and regulations governing the management, treatment and environmental control of patients, personnel and equipment to prevent exposure or transmission of infectious disease.
- 3.5 **Patient Transport Destination:** JFK EMS, while giving due consideration to patient's preference, shall transport patients to the nearest appropriate health care facility. Based on clinical evaluation, medical necessity, or patient refusal, some patients may not be transported.
- 3.6 **Non-Discrimination:** The Parties agree not to differentiate or discriminate against individuals because of gender, race, color, national origin, ancestry, religion, sex, marital status, sexual preference, age, financial ability or medical condition and JFK EMS agrees to render treatment and care to all persons in the same manner and in accord with the same standards as offered to other persons.

- 3.7 Communication Equipment: JFK EMS agrees to provide and maintain radio equipment that complies with applicable laws. Personnel on duty shall carry on their person compatible portable radio equipment and alerting devices.
- 3.8 Monthly Reporting: JFK EMS shall submit quarterly reports to Borough which shall include the number of dispatches, response times, number of patient transports and patient transport destinations. JFK EMS shall also maintain a Quality Assurance Program to monitor and ensure compliance to the standards listed herein and to make reasonable modifications to the manner in which the Services are provided if appropriate. All reports submitted shall be subject to the Health Insurance Portability and Accountability Act and shall not contain "Protected Health Information" as that term is defined in the Acts and regulations and amendments thereto.

#### **SECTION 4. PERSONNEL**

- 4.1 Vehicle Staff: Any ambulance supplied by JFK EMS shall be staffed by two (2) certified Emergency Medical Technicians employed by JFK EMS (or as otherwise permitted by the New Jersey State Department of Health) trained in the use of Naloxone, Epinephrine, and the Continuous Positive Airway Pressure device. JFK EMS employees assigned to serve Borough are required to have a valid driver's license and reasonable driver and safety training from JFK EMS. JFK EMS employees shall be groomed and neatly dressed in a recognizable uniform with their name badges visible. All duties shall be performed in a professional manner.
- 4.2 Supervisory Oversight: JFK EMS will provide periodic checks on its duty crews, assure that all legal and contractual requirements are met, ensure that supplies are replenished and to ensure compliance with the specifications of the service requirements as set forth herein by the Borough. A supervisor assigned by JFK EMS shall be available to meet with Borough officials to address any concerns or issues pertaining to the Services provided pursuant to this Agreement.

#### **SECTION 5. BILLING PATIENTS**

JFK EMS shall bill and obtain insurance information from patients. All collections from patients, or third party payors, shall be the sole property of JFK EMS. The Borough shall not be liable for JFK EMS's accounts receivable without the Borough's prior written consent. JFK EMS agrees that it will not file litigation against patients for fees incurred by patients for the Services unless the patient was paid directly by patient's insurance carrier for Services but refused to remit or assign the payment to JFK EMS, provided such forbearance of litigation does not violate 42 U.S. Code § 1320a-7b.

#### **SECTION 6. TERM**

- 6.1 Term: The term of this Agreement shall commence on January 1, 2021, and continue for thirty-six (36) months thereafter ("Term"), expiring on December 31, 2023. The Parties

may renew or extend this Agreement for additional terms of any length, as mutually agreed in writing, on the same terms and conditions as set forth herein.

## **SECTION 7. INSURANCE AND INDEMNIFICATION**

- 7.1 **Insurance:** JFK EMS agrees that throughout the duration of this Agreement, it will maintain General and Professional Liability Insurance with limits of \$1,000,000 per individual claim and \$3,000,000 in the annual aggregate. JFK EMS shall add the Borough as additional insureds under the policy. JFK EMS will provide the Borough with a Certificate of Insurance evidencing such coverage during each year of this Agreement.
- 7.2 **Automobile Liability Insurance:** JFK EMS agrees that throughout the duration of this Agreement, it will maintain Automobile Liability Insurance covering owned, hired and non-owned and/or non-hired and non-owned, as applicable, vehicles used in performance of this Agreement, with limits of not less than \$1,000,000 per individual and \$3,000,000 per occurrence for bodily injury and \$500,000 per occurrence for property damage.
- 7.3 **Workers' Compensation Insurance:** JFK EMS agrees that throughout the duration of this Agreement, it will maintain Workers' Compensation Insurance on all personnel engaged in performance of this Agreement, in the amounts specified by New Jersey law.
- 7.4 **Indemnification:** JFK EMS hereby agrees to indemnify Borough, and to defend and hold it harmless, from all demands, claims, lawsuits, causes of actions, losses, assessments, damages, deficiencies, judgments, liabilities, costs and expenses (including interest, penalties and reasonable attorney's fees and disbursements) arising out of or in connection with any acts or omissions of JFK EMS, its agents, officers or employees in the performance of its duties and responsibilities under this Agreement. The Borough hereby agrees to indemnify JFK EMS and its affiliates, trustees, members, officers, employees and agents, and to defend and hold them harmless, from all demands, claims, lawsuits, causes of actions, losses, assessments, damages, deficiencies, judgments, liabilities, costs and expenses (including interest, penalties and reasonable attorney's fees and disbursements) arising out of or in connection with any acts or omissions of Borough and/or its agents, officers or employees in the performance of its duties and responsibilities under this Agreement.

## **SECTION 8. TERMINATION OF AGREEMENT**

- 8.1 If the Borough is at any time in default with respect to payments due from the Borough to JFK EMS, and if the default continues for thirty (30) days after written notice from JFK EMS to the Borough, JFK EMS may terminate this Agreement upon 60 days' notice to the Borough. If the Borough is in default in the performance of any of its other promises and agreements contained in this Agreement, and if the default or breach of performance continues for more than a reasonable time after notice from JFK EMS to the Borough specifying the particulars of such default or breach of performance, then JFK EMS may upon 60 days' notice to the Borough terminate this Agreement.

- 8.2 If JFK EMS is in default of the performance of any of its promises and agreements contained in this Agreement, and if the default or breach of performance continues for more than thirty (30) days after written notice from the Borough to JFK EMS specifying the particulars of such default or breach of performance, and JFK EMS has not taken substantial efforts to cure the breach, the Borough may upon 60 days' notice to JFK EMS terminate this Agreement.
- 8.3 This Agreement shall automatically terminate in any of the following circumstances:
- a) Upon the expiration of the initial term, if no mutual extension is signed by both parties;
  - b) In the event JFK EMS is no longer licensed as an ambulance provider in New Jersey;
  - c) In the event JFK EMS is no longer participating in federal health care programs;
  - d) If the parties mutually agree to early termination in writing;
- 8.4 If the Borough notifies Alert in writing of a material breach of any term of this Agreement, and Alert has not cured the breach, or taken substantial efforts to cure the breach within 30 days, the Borough may terminate this Agreement with an additional 60 days advance written notice of termination.
- 8.5 Either Party may terminate this Agreement immediately if the other Party is adjudicated bankrupt or insolvent or placed in receivership or if proceedings are instituted by or against any other Party for bankruptcy, insolvency, receivership or assignment for the benefit of creditors.

**SECTION 9. GENERAL PROVISIONS**

- 9.1 Notices. All notices, requests, demands and other communications hereunder shall be deemed to have been fully given if delivered in hand, transmitted by facsimile (if followed by a copy by mail within three (3) business days), or mailed by certified or registered mail:

**TO BOROUGH:**

Borough of Red Bank  
 ATTN: Borough Clerk  
 90 Monmouth Street  
 Red Bank, NJ 07701

**WITH COPY:**

Borough of Red Bank  
 ATTN: Police Chief  
 90 Monmouth Street  
 Red Bank, NJ 07701

TO CONTRACTOR:

|                                |                                |
|--------------------------------|--------------------------------|
| Mark Bober                     | Keavney & Streger, LLC         |
| John F. Kennedy Medical Center | 103 Carnegie Center, Suite 300 |
| Director of EMS                | Princeton, NJ 08540            |
| 308 Talmadge Avenue            | info@keavneystreger.com        |
| Edison New Jersey 08817        |                                |

and Hackensack Meridian Health, Inc.  
343 Thornall St.  
Edison, NJ 08837  
Attn.: EVP and Chief Legal Officer, Hospital Operations

All notices hereunder shall be in writing and shall be deemed delivered as follows: (i) on the date of personally confirmed e-mail transmission, if transmitted before 5:00 P.M. prevailing eastern time on a regular business day, and if not, then on the next following business day; or (ii) on the day of receipt for delivery the US Postal Service or by a recognized overnight courier service with receipt confirmation.

Either party, from time to time, may change, add to, delete and change the address of persons to whom notices are to be sent by giving notice to the other party in the foregoing manner. Parties shall notify each other in advance if email addresses change. Notices from a party may be given by such party's attorney.

- 9.2 Compliance With Law: Each Party shall comply with all applicable federal, state and local laws and regulations.
- 9.3 Law Governing Jurisdiction: This Agreement shall be construed under and governed by the laws of the State of New Jersey. The Parties agree that any suit or action in law or in equity may only be brought in a court within the State of New Jersey, and said court shall have sole and exclusive jurisdiction over the lawsuit.
- 9.4 Fees and Expenses. The Parties to this Agreement each will bear its own expenses in connection with the negotiation and consummation of the transactions contemplated by this Agreement.
- 9.5 Entire Agreement. This Agreement is complete, and all promises, representations, understandings and agreements with reference to the subject matter hereof, and all inducements to the making of this Agreement relied upon by both the Parties hereto, have been expressed herein.
- 9.6 Amendment. This Agreement may not be amended, and any waiver, change, modification, consent or discharge may not be effected, except by an instrument in writing signed by both of the Parties.

- 9.7 Assignability. This Agreement shall be binding upon, and shall be enforceable by, and inure to the benefit of, the Parties hereto and their respective successors or assigns, but neither party shall unilaterally assign its rights or obligations under this Agreement. Waivers; Severability. The failure of either of the Parties hereto to require the performance of a term or obligation under this Agreement or the waiver by either of the Parties of any breach hereunder shall not prevent subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach hereunder. In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement but this Agreement shall be construed as if such invalid or illegal or unenforceable provision or part of a provision had never been contained herein, unless such unenforceable provision materially affects any material covenants set forth herein, in which case the parties shall meet and renegotiate the terms. If within 30 days, the parties are unable to agree on new terms, either party may terminate this Agreement on 30 days' notice.
- 9.8 Section Headings. The Section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 9.9 Original and Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute the same instrument. Electronic and emailed signatures shall be accepted as original signatures for all purposes. Each Party acknowledges that an original signature or a legible copy thereof transmitted electronically in a portable document format (PDF) shall constitute an original signature for purposes of this Agreement.
- 1) Compliance with Laws/Jeopardy. In performing their duties hereunder, the Parties will and shall ensure their employees and agents abide by all applicable federal, State and local laws, rules and regulations, and accreditation standards. In the event that any part of this Agreement will be determined to be illegal or deemed to jeopardize any license, certification or accreditation (including Medicare certification) or the tax-exempt status of any Party, as applicable, then this Agreement will be construed as if such part or portion of the Agreement were not included herein, pending negotiation for modification by the Parties for a period of thirty (30) days following notice from one Party to the other requesting that the Agreement be renegotiated in order to eliminate the illegal or problematic term(s). If, after said good faith negotiations for thirty (30) days, the Parties have been unable to reach agreement as to how to amend the Agreement to resolve the risk of jeopardy contemplated herein, this Agreement will thereafter terminate automatically.
- 9.10 Force Majeure. A party ("Affected Party") shall not be deemed in default of this Agreement, nor shall it hold the other party ("Unaffected Party") responsible for, any cessation, interruption or delay in the performance of the Affected Party's obligations due to events beyond the reasonable control of the Affected Party, including, but not limited to, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, voluntary or involuntary compliance with any law or governmental act, order, rule, regulation or direction, accident, riots,



curfew restrictions, civil unrest, prolonged break-down of transport, telecommunication or electric current, explosion, earthquake, flood, fire, storm, natural disaster, act of God, war (whether declared or not), terrorism, armed conflict, labor strike, lockout, boycott or other similar event provided that the Affected Party relying upon this provision: (a) gives prompt written notice thereof to the Unaffected Party, and (b) takes all steps reasonably necessary to mitigate the effects of the force majeure event. If a force majeure event extends for a period in excess of thirty (30) days in the aggregate, the Unaffected Party may immediately terminate this Agreement upon written notice to the Affected Party.

- 9.11 **Construction.** The Parties expressly agree that this Agreement and the enforcement of the rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of New Jersey without regard to its provisions concerning the applicability of the laws of other. Any and all claims arising out of, relating to or in connection with this Agreement, or the relationship between the Parties hereto, shall be subject to the exclusive jurisdiction of and venue in the federal and state courts within New Jersey and each Party hereby consents to the exclusive jurisdiction and venue of these courts, without regard to any conflicts of law principles. Each Party agrees that all claims and matters may be heard and determined in any such court and each Party waives any right to object to such action on venue, *forum non conveniens*, or similar grounds.
- 9.12 **Publicity.** Neither Party shall use any trademarks, service marks, visual product representations, trade names, logos or other commercial or product designations of the other Party, or disclose such without the other Party's express prior written consent. In particular, either Party shall not identify or make reference to the other party in any communication, advertising or other promotional modality regardless of its form without explicit prior written consent from other Party.
- 9.13 **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties hereto. Unless specifically provided elsewhere herein, this Agreement is not intended to benefit any person or entity not a party hereto. Nothing in this Agreement shall create or be deemed to create any enforceable right, remedy, or benefit upon any person or entity not a party hereto.
- 9.14 **Intent of the Parties.** Neither Party shall engage in any activity prohibited by anti-kickback, anti self-referral, or any other federal, state or local law or regulation which relate to health care and/or the performance of services under this Agreement, as those regulations now exist or as subsequently amended, renumbered, revised or promulgated. It is not the intent of either Party that any payments, gift, donation, providing services, or other consideration made under this Agreement be in return for the referral of ongoing business, if any, or in return for the purchasing, leasing, or ordering of any services other than the specific services described in this Agreement. All payments specified in this Agreement are consistent with fair market value in an arms-length transaction for the goods or services provided.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the dates set forth below.

**BOROUGH OF RED BANK**

\_\_\_\_\_  
PASQUALE MENNA, ESQ., Mayor

Dated: \_\_\_\_\_

**THE COMMUNITY HEALTH GROUP  
d/b/a JOHN F. KENNEDY MEDICAL CENTER**

\_\_\_\_\_  
AMIE THORNTON, Chief Hospital Executive

Dated: \_\_\_\_\_