



**BOROUGH OF HIGHLANDS
COUNCIL REGULAR MEETING
22 Snug Harbor Avenue, Highlands NJ 07732
Wednesday, December 21, 2022 at 7:00 PM**

AGENDA

REGULAR MEETING:

The notice requirements provided for in the Open Public Meetings Act have been satisfied. Notice of this meeting was properly given by transmission to the Asbury Park Press and the Two River Times and by posting at the Borough of Highlands Municipal Building and filing with the Borough Clerk all on January 1, 2022. Items listed on the agenda are subject to change.

ROLL CALL

Councilmember Cervantes | Councilmember Chelak

Councilmember Melnyk | Council President Olszewski

Mayor Broullon

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

1. December 7, 2022 Meeting Minutes
2. December 7, 2022 Executive Session Minutes

PUBLIC HEARING ON PROPOSED ORDINANCES

3. O-22-24 Authorizing the Sale of Block 47, Lot 10 in the Borough of Highlands, County of Monmouth, State of New Jersey, at Auction Pursuant to N.J.S.A. 40A:12-1 Et Seq.
4. O-22-25 Amending Chapter II (Administration), Section VI (The Administrator), of the Code of the Borough of Highlands Related to the Term of Office of the Borough Administrator
5. O-22-26 Granting Renewal of Municipal Consent to Comcast of Monmouth County, LLC. to Construct, Connect, Operate and Maintain a Cable Television and Communications System in the Municipality of Highlands, Monmouth County, New Jersey

RESOLUTIONS

6. R 22-252 Authorizing Refund of Tax Overpayment
7. R 22-253 Authorizing Payment of Bills

REPORTS

PUBLIC PORTION

Individuals wishing to address the Council shall be recognized by the presiding officer and shall give their name, address, and the group, if any, they represent. Although the Council encourages public participation, it reserves the right, through its presiding officer, to terminate remarks to and/or by any individual not in keeping with the conduct of a proper and efficient meeting. If any individual refuses to conduct themselves in a proper manner, they will be removed from the meeting. The Council will not, during the public portion of this meeting, discuss matters involving employment, appointment, termination of employment, negotiations, terms and conditions of employment, evaluation of the performance of, promotion or discipline of any specific or prospective or current employee. There is a 3-minute time limit for your comments.

ADJOURNMENT

If you have any questions regarding this agenda, please contact the Borough Clerk at (732) 872-1224 ext. 201 or email clerk@highlandsborough.org



BOROUGH OF HIGHLANDS
COUNTY OF MONMOUTH

ORDINANCE O-22-24

AUTHORIZING THE SALE OF BLOCK 47, LOT 10 IN THE BOROUGH OF HIGHLANDS, COUNTY OF MONMOUTH, STATE OF NEW JERSEY, AT AUCTION PURSUANT TO N.J.S.A. 40A:12-1 ET SEQ.

WHEREAS, the Borough of Highlands is the owner of real property with an address of 124 Bay Avenue and known as Block 47, Lot 10 in the Borough of Highlands, County of Ocean, State of New Jersey (collectively the “Property”); and

WHEREAS, the Property is an unimproved parcel located in the Central Business District. The Property is rectangular in shape, containing approximately 2,500 sq. ft. in area; and

WHEREAS, the Borough of Highlands acquired the Property through an in rem tax foreclosure, Docket No. F-15809-97, with a Final Judgment being recorded with the Monmouth County Clerk on October 12, 2001 in Book OR-8058, Page 5748; and

WHEREAS, the Property remains subject to Restrictive Covenants as set forth in Deed Book 872 Page 101; and

WHEREAS, N.J.S.A. 40A:12-13 authorizes the Borough to sell municipally owned real property to the highest bidder by open public bidding at auction or by submission of sealed bids; and

WHEREAS, the governing body of the Borough of Highlands has determined that the Property is not needed for public use, and the sale of the Property to the highest bidder is in the best interests of the Borough of Highlands; and

NOW THEREFORE, BE IT ORDAINED by the governing body of the Borough of Highlands as follows:

SECTION I. The Borough of Highlands is the owner of the following land located within the Borough of Highlands (hereinafter referred to as the “Property”):

Block 47, Lot 10 a rectangular parcel fronting Bay Avenue in the Borough of Highlands, New Jersey, which is located in the Central Business District Zone, and subject to all easements and restrictions of record and not of record, including but not limited to Restrictive Covenants as set forth in Deed Book 872 Page 101.

SECTION II. The following conditions for the sale of the Property apply:

- (a) The minimum bid for the Property shall be \$57,800.00.

(b) The Borough reserves the right to accept the highest responsive bid if equal to or greater than the minimum bid price, or to reject all and not to award to the highest bidder. The Borough reserves the right to waive any and all defects and informalities in any proposal, and to accept or reject the highest responsible and responsive bid deemed to be in the best interest of the Borough.

(c) The highest bidder will be the purchaser. Within 10 days of notice of acceptance of their bid, the highest bidder shall deposit cash, check, or money order in the amount of 10 percent of the bid price with the Borough Clerk. If the highest bidder fails to deposit such amount, the Borough may re-auction the Property.

(d) The successful bidder will execute a contract for the purchase of the Property upon completion of bidding and its payment of the required deposit.

(e) The sale of the Property shall be made subject to the terms, conditions, restrictions and limitations of a contract of sale, which shall include but not be limited to the following terms and conditions:

- 1) The Property is being sold in an "AS IS – WHERE IS" condition. The successful bidder is responsible for conducting any and all inspections, surveys, and testing of the Property at its own cost and expense.
- 2) The Property is sold subject to existing encumbrances, liens, easements, zoning ordinances, other restrictions of record, such facts as an accurate survey would reveal and any present or future assessments for the construction of improvements benefiting the Property. A survey of the Property may be conducted by any prospective bidder, at its discretion, as part of its due diligence.
- 3) No representation is made by the Borough as to the utility, usability or environmental condition of the Property.
- 4) The Borough does not guarantee the construction of any road, water or sewer line, curb, gutter, sidewalk, drainage facility or other improvement or utility on, at or near the Property that is sold.

(f) Failure to close title within sixty (60) days of acceptance of the bid, unless such date is extended in the sole discretion of the Borough for good cause, shall forfeit to the Borough of Highlands any and all money deposited with the Borough.

(g) The Borough reserves the right to withdraw the offer of sale and reject any and all bids.

(h) It is suggested and recommended that the potential bidders perform title searches and/or last owner and lien searches on the Property prior to the date of

bid submission in order that the potential bidder may be adequately apprised of any encumbrances or restrictions of record affecting the use and enjoyment of the Property. It is further suggested and recommended that potential bidders exercise due diligence with respect to every state of facts including open permits, local fines, penalties, taxes, assessments, etc., which may not be of record but which may nonetheless affect the use and enjoyment of the Property. The Borough of Highlands shall not be responsible for the costs associated with such searches in the event that a bid is rejected.

(i) Parties interested in submitting bids and who require additional information, should contact Michael Muscillo, Borough Administrator, 42 Shore Drive, Highlands, NJ 07732.

(j) Acceptance of the bids shall constitute a binding agreement of sale, and the purchaser shall be deemed to agree to comply with the terms of conditions of the sale herein contained.

SECTION III. Notice of the Borough's intention to sell the Property, the minimum bid price therefor, and the method of bidding shall be published in a newspaper circulating in the Borough by two insertions at least once a week during two consecutive weeks. Said notice and a certified copy of this Ordinance shall be posted on the bulletin board or other conspicuous place in the Borough offices. Any offer(s) for the Property may thereafter be made to the Borough Administrator for a period of twenty (20) days following the newspaper advertisement, for not less than the minimum price provided herein. If awarded, the contract shall be awarded to the highest bidder in excess of the minimum bid price for the Property.

SECTION IV. SEVERABILITY. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance, which shall otherwise remain in full force and effect.

SECTION V. REPEALER. All ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

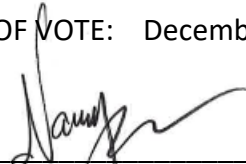
SECTION VI. EFFECTIVE DATE. This Ordinance shall take effect after final passage and publication as provided by law.

First Reading and Set Hearing Date for O-22-24:

	INTRODUCED	SECOND	AYE	NAY	ABSTAIN	ABSENT
CERVANTES			X			
CHELAK		X	X			
MELNYK			X			
OLSZEWSKI			X			
BROULLON	X		X			

This is a Certified True copy of the Original Ordinance on file in the Municipal Clerk's Office.

DATE OF VOTE: December 7, 2022



Nancy Tran, Municipal Clerk
Borough of Highlands

Public Hearing for O-22-24:

	INTRODUCED	SECOND	AYE	NAY	ABSTAIN	ABSENT
CERVANTES						
CHELAK						
MELNYK						
OLSZEWSKI						
BROULLON						

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DATE OF VOTE: December 21, 2022

Nancy Tran, Municipal Clerk
Borough of Highlands

Carolyn Broullon, Mayor



BOROUGH OF HIGHLANDS
COUNTY OF MONMOUTH

ORDINANCE O-22-25

AMENDING CHAPTER II (ADMINISTRATION), SECTION VI (THE ADMINISTRATOR), OF THE CODE OF THE BOROUGH OF HIGHLANDS RELATED TO THE TERM OF OFFICE OF THE BOROUGH ADMINISTRATOR

WHEREAS, Chapter II, Section 6.2 of the Borough Code establishes the term of office of the Borough Administrator and sets the term at two (2) years; and

WHEREAS, the Borough wishes to enlarge this term of appointment from two (2) years to three (3) years to coincide with the term of office of the Mayor of the Borough; and

WHEREAS, the Mayor and Council expect this elongated term to provide for better and more efficient governance of the municipality.

NOW, THEREFORE, BE IT ORDAINED by the governing body of the Borough of Highlands as follows:

SECTION I.

Borough Code Section 2-6 entitled "The Administrator" shall be amended as follows: (All additions are shown in ***bold italics with underlines***. The deletions are shown as ~~***strikeovers in bold italics.***~~)

§ 2-6. The Administrator

§ 2-6.1. Creation of Office

No change

2-6.2. Term of Office

The term of office of the administrator shall be ~~two~~ ***three*** years. Any vacancy shall be filled for the unexpired term.

2-6.3. Appointment; Removal

No change.

2-6.4. Other Offices

No change.

2-6.5. Duties of Administrator

No change.

SECTION II. SEVERABILITY. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance, which shall otherwise remain in full force and effect.

SECTION III. REPEALER. All ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

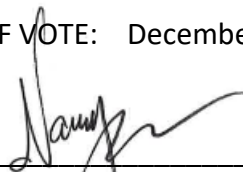
SECTION IV. EFFECTIVE DATE. This Ordinance shall take effect after final passage and publication as provided by law.

First Reading and Set Hearing Date for O-22-25:

	INTRODUCED	SECOND	AYE	NAY	ABSTAIN	ABSENT
CERVANTES			X			
CHELAK			X			
MELNYK			X			
OLSZEWSKI		X	X			
BROULLON	X		X			

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DATE OF VOTE: December 7, 2022



Nancy Tran, Municipal Clerk
Borough of Highlands

Public Hearing for O-22-25:

	INTRODUCED	SECOND	AYE	NAY	ABSTAIN	ABSENT
CERVANTES						
CHELAK						
MELNYK						
OLSZEWSKI						
BROULLON						

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DATE OF VOTE: December 21, 2022

Nancy Tran, Municipal Clerk
Borough of Highlands

Carolyn Broullon, Mayor



BOROUGH OF HIGHLANDS
COUNTY OF MONMOUTH

ORDINANCE O-22-26

GRANTING RENEWAL OF MUNICIPAL CONSENT TO COMCAST OF MONMOUTH COUNTY, LLC. TO CONSTRUCT, CONNECT, OPERATE AND MAINTAIN A CABLE TELEVISION AND COMMUNICATIONS SYSTEM IN THE MUNICIPALITY OF HIGHLANDS, MONMOUTH COUNTY, NEW JERSEY

WHEREAS, the governing body of the Borough of Highlands previously awarded a non-exclusive franchise to Comcast of Monmouth County to construct, operate and maintain a cable television system in the Borough of Highlands, the terms of which are codified at Chapter 20 of the Code of the Borough of Highlands; and

WHEREAS, Comcast’s franchise expired on February 4, 2021, and Comcast has submitted a franchise renewal application which has been considered by the governing body after conducting necessary review and public hearings; and

WHEREAS, the governing body wishes to grant municipal consent to the renewal of Comcast’s franchise, the terms of which shall replace the existing Chapter 20 of the Code of the Borough of Highlands.

NOW, THEREFORE, BE IT ORDAINED by the governing body of the Borough of Highlands as follows:

SECTION I. The existing provisions of Chapter 20 of the Code of the Borough of Highlands entitled “Cable Television and Communication System” are hereby repealed in their entirety.

SECTION II. Chapter 20, Cable Television and Communication System, is hereby added to read as follows:

20-1 PURPOSE OF THE CHAPTER.

The Borough hereby grants to Comcast renewal of its non-exclusive Municipal Consent to place in, upon, across, above, over and under highways, streets alleys, sidewalks, easements, public ways and public places in the Borough, poles, wires, cables, underground conduits, manholes and other television conductors, fixtures, apparatus, and equipment as may be necessary for the construction, operation and maintenance in the Borough of a cable television and communications system.

20-2 DEFINITIONS.

For the purpose of this Chapter, the following terms, phrases, words and their derivations shall have the meaning given herein. Such meaning or definition of terms in supplemental to those definitions of the Federal Communications Commission ("FCC") rules and regulations, 47 C.F.R. Subsection 76.1 et seq., and the Cable Communications Policy Act, 47 U.S.C. Section 521 et seq., as amended, and the Cable Television Act, N.J.S.A. § 48:5A-1 et seq., and shall in no way be construed to broaden, alter or conflict with the federal and state definitions:

- a. "Borough" or "Municipality" is the Borough of Highlands, County of Monmouth, State of New Jersey.
- b. "Company" or "Comcast" is the grantee of rights under this Chapter and is known as Comcast of Monmouth, LLC.
- c. "Act" or "Cable Television Act" is Chapter 186 of the General Laws of New Jersey, and subsequent amendments thereto, N.J.S.A. § 48:5A-1, et seq.
- d. "FCC" is the Federal Communications Commission.
- e. "Board" or "BPU" is the Board of Public Utilities, State of New Jersey.
- f. "Office" or "OCTV" is the Office of Cable Television of the Board.
- g. "Basic Cable Service" means any service tier, which includes the retransmission of local television broadcast signals as defined by the FCC.
- h. "Application" is the Company's Application for Renewal of Municipal Consent.
- i. "Primary Service Area" or "PSA" consists of the area of the Borough currently served with existing plant as set forth in the map annexed to the Company's Application for Municipal Consent.

20-3 STATEMENT OF FINDINGS.

A public hearing concerning the consent herein granted to the Company was held after proper public notice pursuant to the terms and conditions of the Act. Said hearing having been held and fully open to the public, and the municipality having received all comments regarding the qualifications of the Company to receive this consent, and the representations of the Company that the Company possesses the necessary legal, technical, character, financial and other qualifications and that the Company's operating and construction arrangements are adequate and feasible.

20-4 DURATION OF FRANCHISE.

The non-exclusive Municipal Consent granted herein shall expire ten (10) years from the date of expiration of the previous Certificate of Approval issued by the Board.

In the event that the Municipality shall find that the Company has not substantially complied with the material terms and conditions of this Chapter, the Municipality shall have the right to petition the OCTV, pursuant to N.J.S.A. 48:5A-47, for appropriate action, including modification and/or termination of the Certificate of Approval; provided however, that the Municipality shall first have given the Company written notice of all alleged instances of non-compliance and an opportunity to cure same within ninety (90) days of that notification.

20-5 FRANCHISE FEE.

Pursuant to the terms and conditions of the Act, and, except as where higher payment is otherwise required by the applicable law and regulations (including N.J.S.A. 48:5A-30), the Company shall, during each year of operation under the consent granted herein, pay to the Borough two percent (2%) of the gross revenues from all recurring charges in the nature of subscription fees paid by subscribers for cable television reception service in the Borough. If another CATV company receiving a system-wide franchise files a certification with the BPU that the company is capable of serving 60 percent or more of the households within the Borough and the BPU approves such certification, then the Company shall pay to the Borough three and one half percent (3.5%) of the gross revenues from all recurring charges in the nature of subscription fees paid by subscribers for cable television reception service in the Borough pursuant to N.J.S.A. 48:5A-30(d).

20-6 FRANCHISE TERRITORY.

The consent granted under this Chapter for the renewal of the franchise shall apply to the entirety of the Borough and any property subsequently annexed hereto.

20-7 EXTENSION OF SERVICE.

Comcast will provide service to all areas of the municipality by installation of standard, or if the service drop is unusually long, at non-standard installation rates. These rates shall be in accordance with the rates set forth in the Company's Application.

20-8 CONSTRUCTION REQUIREMENTS.

- a. Restoration: In the event that the Company or its agents shall disturb any pavement, street surfaces, sidewalks, driveways, or other surface in the natural topography, the Company shall, at its sole expense, restore and replace such places or things so disturbed in as reasonably good a condition as existed prior to the commencement of said work.

b. Relocation: If at any time during the period of this consent, the Borough shall alter or change the grade of any street, alley or other way or place the Company, upon reasonable notice by the Borough, shall remove, re-lay or relocate its equipment, at the expense of the Company. In requiring Company to remove, re-lay or relocate any portion of its property, the Borough shall treat Company the same as, and require no more of Company than, any other similarly situated entity utilizing the Public Rights of Way, including with respect to reimbursement of costs.

c. Removal or Trimming of Trees: During the exercise of its rights and privileges under this franchise, the Company shall have the authority to trim trees upon and overhanging streets, alleys, sidewalks or other public places of the Borough so as to prevent the branches of such trees from coming in contact with the wires and cable of the Company. Such trimming shall be only to the extent necessary to maintain proper clearance of the Company's wire and cables.

d. Installation of Equipment: The Company shall install equipment in the same location and manner as existing public utilities whenever possible, in order to minimize the impact of same on surrounding property.

20-9 CUSTOMER SERVICE.

In providing services to its customers, the Company shall comply with N.J.A.C. 14:18-1, et seq. and all applicable state and federal statutes and regulations. The Company shall strive to meet or exceed all voluntary company and industry standards in the delivery of customer service.

- a. The Company shall continue to comply fully with all applicable state and federal statutes and regulations regarding credit for outages, the reporting of same to regulatory agencies and notification of same to customers.
- b. The Company shall continue to fully comply with all applicable state and federal statutes and regulations regarding the availability of devices for the hearing impaired and the notification of same to customers.

20-10 MUNICIPAL COMPLAINT OFFICER.

The Office of Cable Television is hereby designated as the Complaint Officer for the Borough pursuant to N.J.S.A. § 48:5A-26(b). All complaints shall be received and processed in accordance with N.J.A.C. § 14:17-6.5. The Borough shall have the right to request copies of records and reports pertaining to complaints by Borough customers from the OCTV.

20-11 LOCAL OFFICE.

During the term of this franchise, and any renewal thereof, the Company shall maintain a business office or agent in accordance with N.J.A.C. § 14:18-5.1 for the purpose of receiving,

investigating and resolving all local complaints regarding the quality of service, equipment malfunctions, and similar matters.

20-12 PERFORMANCE BONDS.

During the life of the franchise the Company shall give to the Borough a bond in the amount of Twenty-Five Thousand Dollars (\$25,000). Such bond shall be to insure the faithful performance of all undertakings of the Company as represented in its application for municipal consent incorporated herein.

20-13 SUBSCRIBER RATES.

The rates of the Company shall be subject to regulation as permitted by federal and state law.

20-14 COMMITMENTS BY THE COMPANY.

- a. The parties agree that Comcast will provide basic cable service to one outlet in the Borough Hall, First Aid, Fire Department, Department of Public Works and Police Department buildings, provided the building is within two-hundred (200) feet of active cable distribution plant free of charge. Each additional outlet installed, if any, shall be paid for a materials and labor basis by the Borough requesting service(s). Monthly service charges shall be waived on all additional outlets except for service charges for equipment.
- b. The Company shall provide cable television services on one outlet at no cost to each school in the municipality, public and private, elementary, intermediate and secondary, provided the school is within two-hundred (200) feet of active cable distribution plant free of charge. Each additional outlet installed, if any, shall be paid for a materials and labor basis by the school requesting service(s). Monthly service charges shall be waived on all additional outlets except for service charges for equipment.

20-15 EDUCATION AND GOVERNMENTAL ACCESS.

- a. The Company shall continue to make available to the Borough one system-wide public access channel.
- b. The Company does not relinquish its ownership of or ultimate right of control over a channel by designating it for access use. An PEG access user – whether an public, educational or government user - acquires no property or other interest by virtue of the use of a channel so designated and may not rely on the continued use of a particular channel number, no matter how long the same channel may have been designated for such use.

- c. The Company will maintain the cable, modulators, and equipment necessary for the Borough or its designee to send a signal to the Company, and to receive the return feed of the signal.
- d. The Company shall not exercise editorial control over any educational or governmental use of channel capacity, except Company may refuse to transmit any educational or governmental access program or portion of any educational or governmental access program that contains obscenity, indecency, or nudity.
- e. Government Access. "Government Access" shall mean noncommercial use by the Borough for the purpose of showing the local government at work.
- f. Company Use of Fallow Time. Because blank or underutilized P/E/G channels are not in the public interest, in the event the Borough or other qualified P/E/G access users elect not to fully program their E/G access channel, Company may program unused time on those channels subject to reclamation by the Borough upon no less than 60 days written notice.
- g. Indemnification. The Borough shall indemnify Company for any liability, loss, or damage it may suffer due to violation of the intellectual property rights of third parties on the EG channel and from claims arising out of the rules for or administration of P/E/G access channel and its programming.
- h. Within six months of the issuance of a Renewal Certificate of Approval by the BPU, the Company shall provide to the Borough a one-time P/E/G Access Capital Grant in the amount of \$7,000 to meet the P/E/G Access capital needs of the community.
- i. The Communications Act of 1934, as amended [47 U.S.C. §543 (b)], allows the Company to itemize and/or identify: (1.) the amount on the subscriber bill assessed as a franchise fee and the identity of the governmental authority to which the fee is paid; (2.) the amount on the bill assessed to satisfy any requirements imposed on the Company by the cable franchise to support public, education, and/or governmental access channels or the use of such channels; and (3.) any grants or other fees on the bill or any tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. The Company reserves its external cost, pass-through rights to the full extent permitted by law.

20-16 EMERGENCY USES.

- a. The Company will comply with the Emergency Alert System ("EAS") rules in accordance with applicable state and federal statutes and regulations.
- b. The Company shall in no way be held liable for any injury suffered by the Borough or any other person, during an emergency, if for any reason the Borough is unable to make full

use of the cable television system as contemplated herein.

20-17 LIABILITY INSURANCE.

The Company shall at all times maintain a comprehensive general liability insurance policy with a single limit amount of One Million Dollars (\$1,000,000) covering liability for any death, personal injury, property damages or other liability arising out of its construction and operation of the cable television system, and an excess liability (or “umbrella”) policy in the amount of Five Million Dollars (\$5,000,000).

20-18 INCORPORATION OF THE APPLICATION.

All of the statements and commitments contained in the Application or annexed thereto and incorporated therein, and any amendment thereto, except as modified herein, are binding upon the Company as terms and conditions of this consent. The Application and other relevant writings submitted by the Company shall be annexed hereto and made a part hereof by reference provided same do not conflict with application State or Federal law.

20-19 COMPETITIVE EQUITY.

Should the Borough grant municipal consent for a franchise to construct, operate and maintain a cable television system to any other person, corporation or entity on terms materially less burdensome or more favorable than the terms contained herein, the Company may substitute such language that is more favorable or less burdensome for the comparable provision of this Chapter subject to the provisions of N.J.A.C. 14:17-6.7.

20-20 SEPARABILITY.

If any section, subsection, sentence, clause, phrase or portion of this Chapter is for any reason held invalid or unconstitutional by any court or federal or state agency of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and its validity or unconstitutionality shall not affect the validity of the remaining portions of the Chapter.

20-21 PROPRIETARY INFORMATION.

The Company shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Borough agrees to treat any information disclosed by the Company as confidential and only to disclose it to those employees, representatives, and agents of the Borough that have a need to know in order to enforce this Chapter and who agree to maintain the confidentiality of all such information.

The Company shall not be required to provide Customer information in violation of Section 631 of the Cable Act or any other applicable federal or state privacy law. For purposes of

this Section, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Company to be competitively sensitive. The Company may make proprietary or confidential information available for inspection but not copying or removal by the Municipality’s representative. In the event that the Municipality has in its possession and receives a request under a state “sunshine,” public records, or similar law for the disclosure of information the Company has designated as confidential, trade secret or proprietary, the Borough shall notify the Company of such request and cooperate with Company in opposing such request.

21-22 FORCE MAJEURE.

The Company shall not be liable or responsible for, in whole or in part, any delay or failure to perform any of its obligations hereunder which may result from accidents, pandemics, floods, fires, earthquakes, tornadoes or other acts of God; war, acts of war (whether or not a declaration of war is made), civil disobedience; civil disturbance, sabotage or vandalism, customer tampering or interference, or act of public enemy; strikes, other labor or job actions or unavailability of materials or equipment; or other events or circumstances beyond the reasonable control of the Company.

21-23 THIRD PARTY BENEFICIARIES.

Nothing in this Franchise or in any prior agreement is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of such agreements or Franchise.

20-24 EFFECTIVE DATE.

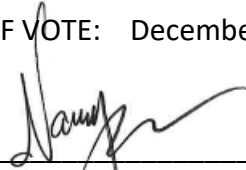
This chapter shall take effect upon issuance of a renewal certificate of approval from the BPU, but not earlier than the expiration of the current Franchise on February 4, 2021.

First Reading and Set Hearing Date for O-22-26:

	INTRODUCED	SECOND	AYE	NAY	ABSTAIN	ABSENT
CERVANTES			X			
CHELAK		X	X			
MELNYK			X			
OLSZEWSKI			X			
BROULLON			X			

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DATE OF VOTE: December 7, 2022



Nancy Tran, Municipal Clerk
Borough of Highlands

Public Hearing for O-22-26:

	INTRODUCED	SECOND	AYE	NAY	ABSTAIN	ABSENT
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Nancy Tran, Municipal Clerk
Borough of Highlands

Carolyn Broullon, Mayor



BOROUGH OF HIGHLANDS
COUNTY OF MONMOUTH

RESOLUTION 22-252

WHEREAS, the Tax Collector of the Borough of Highlands has reviewed the rolls and determined that certain monies are due and payable by the Borough of Highlands to certain residents and property owners within the Borough of Highlands, as a result of an overpayment of taxes, and

WHEREAS, the Tax Collector recommends the immediate reimbursement of the excess funds currently collected by the Borough of Highlands to certain enumerated individuals,

NOW, THEREFORE BE IT AND IT IS HEREBY RESOLVED by the Mayor and Council of the Borough of Highlands, in the County of Monmouth, State of New Jersey, that the Tax Collector is authorized to immediately refund and pay the overpayment of taxes to the individuals and property owners of the specific properties listed below, and attached hereto:

<u>BLOCK</u>	<u>LOT</u>	<u>YEAR</u>	<u>AMOUNT</u>	<u>NAME</u>
60	3.01	2021	\$534.20	FILIPPONE,A & GRAHMAN
66	12	2021	\$1,859.00	KING, NEAL & ANN MARIE
66	12.01	2021	\$15.49	KING, NEAL & ANN MARIE
66	13	2021	\$1,212.98	KING, NEAL & ANN MARIE
66	13.01	2021	\$30.97	KING, NEAL & ANN MARIE
79	16.01	2021	\$516.48	CAVALLO, ARTHUR
100	26.62	2022	\$480.65	CEFALO, C. & BRASWELL,K.
102	1	2015	\$103.59	PLAIA, PETER

Motion to Approve R 22-252:

	INTRODUCED	SECOND	AYE	NAY	ABSTAIN	ABSENT
CERVANTES						
CHELAK						
MELNYK						
OLSZEWSKI						
BROULLON						

This is a Certified True copy of the Original Resolution on file in the Municipal Clerk's Office.

DATE OF VOTE: December 21, 2022

Nancy Tran, Municipal Clerk
Borough of Highlands



BOROUGH OF HIGHLANDS
COUNTY OF MONMOUTH

RESOLUTION 22-253
AUTHORIZING PAYMENT OF BILLS

WHEREAS, certain numbered vouchers have been submitted to the Borough of Highlands for payment from a list, prepared and dated December 19, 2022, which totals as follows:

Current Fund	\$ 868,379.77
Sewer Account	\$ 69,141.64
Capital Fund	\$ 415,801.78
Trust-Other	\$ 163,169.02
<u>Federal/State Grants</u>	<u>\$ 9,552.40</u>
Total	\$ 1,526,044.61

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Highlands that the vouchers, totaling **\$1,526,044.61** be paid to the person[s] named, for the amounts set opposite their respective name[s], and endorsed and approved on said vouchers. An individual listing of all bills is posted on the borough website at www.highlandsborough.org and on file in the Municipal Clerk's office for reference.

Motion to Approve R 22-253:

	INTRODUCED	SECOND	AYE	NAY	ABSTAIN	ABSENT
CERVANTES						
CHELAK						
MELNYK						
OLSZEWSKI						
BROULLON						

This is a Certified True copy of the Original Resolution on file in the Municipal Clerk's Office.

DATE OF VOTE: December 21, 2022

Nancy Tran, Municipal Clerk
Borough of Highlands

RECAP OF PAYMENT OF BILLS
12/21/2022

Item 7.

CURRENT:		\$	155,240.61
Payroll	(12/15/2022)	\$	
Manual Checks		\$	1,000.00
Voided Checks		\$	
SEWER ACCOUNT:		\$	53,580.52
Payroll	(12/15/2022)	\$	
Manual Checks		\$	
Voided Checks		\$	
CAPITAL/GENERAL		\$	188,980.47
CAPITAL-MANUAL CHECKS		\$	
Voided Checks		\$	
WATER CAPITAL ACCOUNT		\$	
TRUST FUND		\$	31,547.38
Payroll	(12/15/2022)	\$	
Manual Checks		\$	
Voided Checks		\$	
UNEMPLOYMENT ACCT-MANUALS		\$	
DOG FUND		\$	
GRANT FUND		\$	
Payroll	(12/15/2022)	\$	
Manual Checks		\$	
Voided Checks		\$	
DEVELOPER'S TRUST		\$	
Manual Checks		\$	
Voided Checks		\$	

**THE COMPLETE PAYMENT OF BILLS IS AVAILABLE IN
THE CLERK'S OFFICE FOR ANYONE THAT WISHES TO REVIEW THE LIST.**

P.O. Type: All
 Range: First to Last
 Format: Detail without Line Item Notes
 Vendors: All
 Rcvd Batch Id Range: First to Last

Open: N Paid: N Void: N
 Rcvd: Y Held: Y Aprv: N
 Bid: Y State: Y Other: Y Exempt: Y

Include Non-Budgeted: Y

Vendor #	Name	PO #	PO Date	Description	Contract	PO Type	Acct Type	Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099
ARTHU010 Arthur J. Cavallo														
		22-01370	12/19/22	Tax Overpayment										
		1		Tax Overpayment	516.48	2-01-99-999-000-205	B	Tax Overpayments	R	12/19/22	12/19/22		2021	N
		Vendor Total:			516.48									
ATLAN010 ATLANTIC SECURITY & FIRE														
		22-01259	11/28/22	Quarterly										
		1		Quarterly	300.00	2-01-28-360-000-296	B	Community Ctr: Machinery & Equipment	R	11/28/22	12/14/22		135912	N
		Vendor Total:			300.00									
BANKERS BANKERS LIFE AND CASUALTY CO.														
		22-01358	12/16/22	Retiree medical										
		1		Retiree medical	633.82	2-01-23-220-000-254	B	Current: Retirees Group Insurance	R	12/16/22	12/16/22		B2283909	N
		Vendor Total:			633.82									
BAYSH010 BAYSHORE SINGLE STREAM SOLUTIO														
		22-01364	12/16/22	Commingling										
		1		Commingling	33.37	2-01-26-306-000-283	B	Sanitation Contract: Co-Mingled Disposal	R	12/16/22	12/16/22		14317	N
		Vendor Total:			33.37									
CAVAN005 CAVANAUGH'S EXTERMINATING CO														
		22-01357	12/16/22	Pest control										
		1		Pest control	30.00	2-01-26-310-000-178	B	B&G: Building Maintenance	R	12/16/22	12/16/22		879490	N
		2		Pest control	30.00	2-01-26-310-000-178	B	B&G: Building Maintenance	R	12/16/22	12/16/22		879488	N
					60.00									
		Vendor Total:			60.00									

Vendor # Name	PO # PO Date Description	Contract PO Type	Amount Charge Account	Acct Type Description	Stat/Chk	First Rcvd Enc Date Date	Chk/Void Date Invoice	1099 Exc1
CEFAL005 Cefalo, C. & Braswell, K.								
	22-01372 12/19/22 Tax Overpayment							
	1 Tax Overpayment		480.65 2-01-99-999-000-205	B Tax Overpayments	R	12/19/22 12/19/22	2022	N
	Vendor Total:		480.65					
WELLS CHARLIE WELLS								
	22-01337 12/14/22 Reim.league expenses							
	1 Reim.league expenses		241.24 2-01-25-265-000-128	B Uniform Fire: Meetings & Conferences	R	12/14/22 12/14/22	2022	N
	Vendor Total:		241.24					
CHRIS020 CHRISTIANA TC/F CE1/FIRSTRUST								
	22-01362 12/16/22 Lien redemption							
	1 Lien redemption		3,885.85 T-03-56-851-000-003	B Trust: Redemption O/S Liens	R	12/16/22 12/16/22	B101/L33	N
	2 premium bid		<u>9,200.00</u> T-03-56-851-000-001	B Trust: Tax Sale Premiums	R	12/16/22 12/16/22	B101/L33	N
			13,085.85					
	Vendor Total:		13,085.85					
CHRIS010 CHRISTIANA TRUST								
	22-00017 01/11/22 Lien redemption							
	1 Lien redemption		5,384.10 T-03-56-851-000-003	B Trust: Redemption O/S Liens	R	01/11/22 01/11/22	B78/L9.01	N
	2 Premium bid		<u>9,300.00</u> T-03-56-851-000-001	B Trust: Tax Sale Premiums	R	01/11/22 01/11/22	B78/L9.01	N
			14,684.10					
	Vendor Total:		14,684.10					
CME01 CME ASSOCIATES								
	22-00007 01/05/22 Engineering services 2022							
	68 2022 general engineering		3,393.50 2-01-21-180-000-294	B Municipal Land Use Law: Other	R	12/19/22 12/19/22	0314785	N
	69 2022 general engineering		270.00 2-01-21-180-000-294	B Municipal Land Use Law: Other	R	12/19/22 12/19/22	0318023	N
	70 Highland Shores Condo		<u>3,360.00</u> 2-01-21-180-000-294	B Municipal Land Use Law: Other	R	12/19/22 12/19/22	0314772	N
			7,023.50					
	22-00445 04/19/22 Phase I sanitary improvements							
	16 Phase I sanitary improvements		4,125.00 C-06-18-001-000-201	B ORD#18-23 Storm Water-Soft Costs	R	04/19/22 12/19/22	0318026	

Vendor #	Name	PO #	PO Date	Description	Contract Amount	PO Type Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
CME01 CME ASSOCIATES Continued													
22-00446	04/19/22	South Bay/Hillside Avenue											
	14	South Bay/Hillside Avenue	604.00	C-06-18-001-000-201	B ORD#18-23 Storm Water-Soft Costs	R	04/19/22	12/19/22				0318029	N
22-00495	04/28/22	Engineering Snugharbor park											
	13	Engineering Snugharbor park	431.00	T-03-56-855-000-000	B Trust: Storm Recovery Trust	R	04/28/22	12/19/22				0318024	N
22-00800	07/15/22	Engineering services/Ederle											
	8	Engineering services/Ederle	315.00	2-01-20-165-000-244	B Engineering:General Engineering	R	07/15/22	12/19/22				0318025	N
22-01010	09/12/22	CDBG Marine Place walkway west											
	6	CDBG Marine Place walkway west	2,671.50	C-04-22-102-000-201	B ORD#22-14 Various Capital Improvements	R	09/12/22	12/19/22				0318027	N
Vendor Total:			15,170.00										
COAST010 COASTAL METAL RECYCLING CORP													
22-01365	12/16/22	Refrigerator removal											
	1	Refrigerator removal	110.00	2-01-26-305-000-294	B Sanitation: Other	R	12/16/22	12/16/22				12647	N
Vendor Total:			110.00										
COLLI005 COLLIERS ENGINEERING/DESIGN													
21-00681	06/22/21	Veterans Park rip rap slope											
	10	Veterans Park rip rap slope	92.50	C-04-20-101-000-202	B ORD#20-07 Various Capital Improv	R	06/22/21	12/16/22				803291	N
22-00266	03/03/22	Prof. services/skate park											
	9	Prof. services/skate park	2,020.00	2-01-20-165-000-244	B Engineering:General Engineering	R	03/03/22	12/16/22				803300	N
22-00776	07/08/22	Gis mapping											
	6	Gis mapping	586.25	2-05-55-502-000-294	B Sewer: Other	R	12/16/22	12/16/22				802902	N
	7	Energy plan	897.50	C-04-21-102-000-201	B ORD#21-25 VARIOUS CAPITAL IMPROVEMENTS	R	12/16/22	12/16/22				801534	N
			1,483.75										
22-01056	09/22/22	Monmouth Hills/Snugharbor											
	1	Monmouth Hills/Snugharbor	21,131.25	C-04-12-120-000-525	B Project 0-12-20: Bonding Expenses	R	09/22/22	12/16/22				803382	N
	5	Monmouth Hills/Snugharbor	15,002.28	2-01-20-165-000-245	B Engineering-Storm Water	R	09/22/22	12/16/22				803382	N

Vendor # Name	PO # PO Date Description	Contract PO Type	Amount Charge Account	Acct Type Description	Stat/Chk	First Rcvd Enc Date Date	Chk/Void Date Invoice	1099 Exc1
COLLI005 COLLIERS ENGINEERING/DESIGN Continued								
	22-01056 09/22/22 Monmouth Hills/Snugarbor	Continued						
	7 Monmouth Hills/Snugarbor		8,217.72	C-04-14-108-000-525	B Ord 14-08 Bonding Expenses	R 09/22/22 12/16/22	803382	N
			44,351.25					
	Vendor Total:		47,947.50					
COMCAST COMCAST								
	22-01352 12/16/22 First aid							
	1 First aid		180.36	2-01-31-450-000-213	B Telecommunications	R 12/16/22 12/16/22	FIRST AID	N
	2 40 Shore Drive		181.09	2-05-55-502-000-213	B Sewer: Telephone	R 12/16/22 12/16/22	40 SHORE DR	N
			361.45					
	Vendor Total:		361.45					
DAVID005 DAVID GILSON								
	22-01340 12/15/22 Medicare reimbursement							
	1 Medicare reimbursement		1,360.80	2-01-36-472-000-000	B Statutory: Social Security	R 12/15/22 12/15/22	SEPT-DEC 2022	N
	Vendor Total:		1,360.80					
PAR01 DAVID PARKER								
	22-01353 12/16/22 League reimbursement							
	1 League reimbursement		132.48	2-01-25-265-000-128	B Uniform Fire: Meetings & Conferences	R 12/16/22 12/16/22	2022	N
	Vendor Total:		132.48					
DAV02 DAVISON, EASTMAN, MUNOZ, LEDERMAN								
	22-00002 01/05/22 Municipal Attorney-Reso 22-001							
	37 Borough attorney-Nov 2022		5,500.00	2-01-20-155-000-242	B Legal Services: Consultants -Boro Attny	R 12/15/22 12/15/22	397892	N
	38 Borough attorney hourly		5,882.78	2-01-20-155-000-252	B Legal Services: Consultants Hourly	R 12/15/22 12/15/22	397893	N
	39 Litigation Smith v Borough		360.00	2-01-20-155-000-251	B Legal Services: Consultants -Litigation	R 12/15/22 12/15/22	397894	N
			11,742.78					
	Vendor Total:		11,742.78					

Vendor # Name	PO # PO Date Description	Contract PO Type	Amount Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
DELTA005 DELTA DENTAL OF NJ, INC.										
	22-01348 12/15/22 Active members									
	1 Active members		1,852.47	2-01-23-220-000-253	B Current: Group Insurance	R	12/15/22	12/15/22	887185	N
	2 Retired members		1,766.88	2-01-23-220-000-254	B Current: Retirees Group Insurance	R	12/15/22	12/15/22	887187	N
			3,619.35							
	Vendor Total:		3,619.35							
DYNAMIC DYNAMIC TESTING SERVICE										
	22-00334 03/17/22 Dot drug/urine screening									
	1 Dot drug/urine screening		90.00	2-01-26-290-000-294	B Streets: Other	R	03/17/22	12/19/22	926	N
	Vendor Total:		90.00							
EUGEN005 EUGENE VENTIMIGLIA										
	22-01354 12/16/22 Medicare reimbursement									
	1 Medicare reimbursement		615.87	2-01-36-472-000-000	B Statutory: Social Security	R	12/16/22	12/16/22	SEPT- DEC 2022	N
	2 Medicare reimbursement		1,670.83	2-01-23-220-000-254	B Current: Retirees Group Insurance	R	12/16/22	12/16/22	SEPT- DEC 2022	N
			2,286.70							
	Vendor Total:		2,286.70							
EVERB005 EVERBRIDGE, INC.										
	22-01327 12/09/22 1 year nixle 360									
	1 1 year nixle 360		4,000.00	2-01-25-252-000-294	B Emergency Mgmt: Other	R	12/09/22	12/14/22	M71193	N
	Vendor Total:		4,000.00							
FF1 PROF FF1 PROFESSIONAL SAFETY SERVIC										
	22-00821 07/26/22 QUOTE #SQ-00226232									
	1 QUOTE #SQ-00226232		5,881.38	2-01-25-263-000-154	B Fire Dept: Equipment Maintenance	R	07/26/22	12/14/22	SI-00512299	N
	Vendor Total:		5,881.38							
FILEB005 FILEBANK										
	22-00958 08/24/22 Repacking/Retention									
	6 Repacking/Retention		527.74	2-01-26-310-000-103	B B&G: Consumable Supplies	R	12/16/22	12/16/22	0115280	
	7 Repacking/Retention		505.19	2-01-26-310-000-103	B B&G: Consumable Supplies	R	12/16/22	12/16/22	0115434	

Vendor # Name	PO # PO Date Description	Contract PO Type	Amount Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
FILEB005 FILEBANK										
Continued										
	22-00958 08/24/22 Repacking/Retention		Continued							
	8 Repacking/Retention		505.19	2-01-26-310-000-103	B B&G: Consumable Supplies	R	12/16/22	12/16/22	0115048	N
			1,538.12							
	Vendor Total:		1,538.12							
FILIP005 Filippone, A & Graham, R.										
	22-01368 12/19/22 Tax overpayment									
	1 Tax overpayment		534.20	2-01-99-999-000-205	B Tax Overpayments	R	12/19/22	12/19/22	2021	N
	Vendor Total:		534.20							
FIREFIGH FIREFIGHTER ONE LLC										
	22-01323 12/07/22 REPAIRS FOR 17-77(LIGHTS)									
	1 REPAIRS FOR 17-77(LIGHTS)		116.25	2-01-26-310-000-154	B B&G: Equipment Maintenance	R	12/07/22	12/16/22	SI-00513261	N
	Vendor Total:		116.25							
GRANT005 GRANT RITE MANAGEMENT CORP.										
	22-01012 09/12/22 GRANT CONSULTING SERVICES									
	3 GRANT CONSULTING SERVICES		618.75	T-03-56-855-000-000	B Trust: Storm Recovery Trust	R	09/12/22	12/19/22	1527	N
	Vendor Total:		618.75							
GRAVELLY GRAVELLY POINT BEACH ASSOC.										
	22-01339 12/15/22 Reimb. electric bills									
	1 Reimb. electric bills		552.94	2-01-35-410-000-201	B Contingent	R	12/15/22	12/15/22	JAN-OCT 2022	N
	Vendor Total:		552.94							
HALET005 HALE TRAILER										
	22-00249 02/28/22 20 FOOT CONTAINER									
	11 20 FOOT CONTAINER		95.00	T-03-56-855-000-000	B Trust: Storm Recovery Trust	R	02/28/22	12/16/22	1505216	N
	Vendor Total:		95.00							

Vendor # Name	PO # PO Date Description	Contract PO Type	Amount Charge Account	Acct Type Description	Stat/Chk	First Rcvd Enc Date Date	Chk/Void Date Invoice	1099 Excl
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HOMEDEPO HOME DEPOT CREDIT SERVICES								
	22-01305 12/06/22 toilet, measuring tapes							
	1 toilet, measuring tapes	335.94	2-01-26-290-000-294	B Streets: Other	R	12/06/22 12/14/22	12/6/22	N
	Vendor Total:	335.94						

JCPL JCP & L								
	22-01347 12/15/22 42 Shore Dr.							
	1 42 Shore Dr.	529.84	2-01-31-430-000-215	B Electric	R	12/15/22 12/15/22	95157908852	N
	2 Streetscape	76.13	2-01-31-430-000-215	B Electric	R	12/15/22 12/15/22	95157908851	N
	3 27 2nd st	431.21	2-01-31-430-000-215	B Electric	R	12/15/22 12/15/22	95157908848	N
	4 27a 2nd st	289.64	2-01-31-430-000-215	B Electric	R	12/15/22 12/15/22	95157908849	N
	5 firehouse	578.03	2-01-31-430-000-215	B Electric	R	12/15/22 12/15/22	95157908846	N
	6 waterwitch receptacles	15.61	2-01-31-430-000-215	B Electric	R	12/15/22 12/15/22	95157908845	N
	7 waterwitch	31.18	2-01-31-430-000-215	B Electric	R	12/15/22 12/15/22	95157908844	N
	8 2 miller st	3.25	2-01-31-430-000-215	B Electric	R	12/15/22 12/15/22	95157908853	N
	9 north st	217.88	2-01-31-430-000-215	B Electric	R	12/15/22 12/15/22	95157908854	N
	10 201-203 Bay Ave.	62.50	2-01-31-430-000-215	B Electric	R	12/15/22 12/15/22	95567216065	N
	11 waterwitch & bay	4.42	2-01-31-430-000-215	B Electric	R	12/15/22 12/15/22	95157908842	N
	12 Linden Ave.	10.41	2-01-31-430-000-215	B Electric	R	12/15/22 12/15/22	95157908843	N
	13 Public works	78.83	2-01-31-430-000-215	B Electric	R	12/15/22 12/15/22	95487308744	N
	14 22 Snugharbor Ave.	884.83	2-01-31-430-000-215	B Electric	R	12/15/22 12/15/22	95009916195	N
	15 151 Navesink Ave	205.79	2-01-31-430-000-215	B Electric	R	12/15/22 12/15/22	95477283509	N
	16 Master bill	307.19	2-01-31-430-000-215	B Electric	R	12/15/22 12/15/22	95009921075	N
	17 Master bill	682.29	2-01-31-430-000-215	B Electric	R	12/15/22 12/15/22	95009921056	N
	18 Valley St pump station	13.50	2-05-55-502-000-214	B Sewer: Gas & Electric	R	12/15/22 12/15/22	95157908847	N
	19 40 Shore Dr.	2,406.51	2-05-55-502-000-214	B Sewer: Gas & Electric	R	12/15/22 12/15/22	95157908850	N
		6,829.04						
	Vendor Total:	6,829.04						

JERSE005 JERSEY AUTO SPA CAR WASH								
	22-01251 11/22/22 Car Wash							
	1 Full Service Super Car Wash	60.00	2-01-25-240-000-265	B Police: Car Wash	R	11/22/22 12/16/22	919	N
	Vendor Total:	60.00						

Vendor # Name	PO # PO Date Description	Contract PO Type	Amount Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Exc1
JOMED005 JO-MED CONTRACTING CORP.										
	22-00498 04/28/22 SOUTHBY/HILLSIDE AVENUE									
	5 SOUTHBY/HILLSIDE AVENUE		95,528.00	C-06-18-001-000-202	B	ORD#18-23 Storm Water Improv-Contracts	R	04/28/22 12/15/22	PAYMENT #4	N
	Vendor Total:		95,528.00							
CRAIG JORGI CRAIG										
	22-01336 12/14/22 Candy canes/fire dept.									
	1 Candy canes/fire dept.		115.95	2-01-28-385-000-244	B	Public Events: Special Events	R	12/14/22 12/14/22	2022	N
	Vendor Total:		115.95							
KINGN005 King, Neal & Ann Marie										
	22-01371 12/19/22 Tax Overpayment									
	1 Tax Overpayment		1,859.00	2-01-99-999-000-205	B	Tax Overpayments	R	12/19/22 12/19/22	B66/L12	N
	2 Tax Overpayment		<u>1,259.44</u>	2-01-99-999-000-205	B	Tax Overpayments	R	12/19/22 12/19/22	B66/L12.01,13	N
			3,118.44							
	Vendor Total:		3,118.44							
LANIGAN LANIGAN ASSOCIATES, INC.										
	22-01006 09/08/22 Initial Outfitting									
	1 B96 Sergeant Breast - Gold		180.00	2-01-25-240-000-235	B	Police: Initial Outfitting	R	09/08/22 12/15/22	98421	N
	2 B96 Sergeant Wallet - Gold		180.00	2-01-25-240-000-235	B	Police: Initial Outfitting	R	09/08/22 12/15/22	98421	N
	3 B96 Sergeant Retired - Gold		92.00	2-01-25-240-000-235	B	Police: Initial Outfitting	R	09/08/22 12/15/22	98421	N
	4 B613 Sergeant Hat - Gold		172.00	2-01-25-240-000-235	B	Police: Initial Outfitting	R	09/08/22 12/15/22	98421	N
	5 B96 Patrolman Breast		176.00	2-01-25-240-000-235	B	Police: Initial Outfitting	R	09/08/22 12/15/22	98421	N
	6 B613 Patrolman Hat		160.00	2-01-25-240-000-235	B	Police: Initial Outfitting	R	09/08/22 12/15/22	98421	N
	7 B96 Spl Officer Breast		176.00	2-01-25-240-000-235	B	Police: Initial Outfitting	R	09/08/22 12/15/22	98421	N
	8 B96 Spl Officer Wallet		176.00	2-01-25-240-000-235	B	Police: Initial Outfitting	R	09/08/22 12/15/22	98421	N
	9 B1159 Destective Breast		100.00	2-01-25-240-000-235	B	Police: Initial Outfitting	R	09/08/22 12/15/22	98421	N
	10 B1159 Destective Wallet		100.00	2-01-25-240-000-235	B	Police: Initial Outfitting	R	09/08/22 12/15/22	98421	N
	11 B1159 Det Sergeant Breast		100.00	2-01-25-240-000-235	B	Police: Initial Outfitting	R	09/08/22 12/15/22	98421	N
	12 B1159 Det Sergeant wallet		<u>100.00</u>	2-01-25-240-000-235	B	Police: Initial Outfitting	R	09/08/22 12/15/22	98421	N
			1,712.00							
	Vendor Total:		1,712.00							

Vendor #	Name	PO #	PO Date	Description	Contract Amount	PO Type Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
GLU001 LAW OFFICES GLUCK WALRATH LLP													
		22-00008	01/05/22	Bond Council 2022									
				5 Bond Council 2022	8,382.00	2-01-20-155-000-246	B Legal Services: Consultants - Bonding At R		01/05/22	12/19/22		12/9/22	N
				Vendor Total:	8,382.00								
LAWES005 LAWES OUTDOOR POWER EQUIPMENT													
		22-01311	12/07/22	Baged Ice Melt-Sidewalks									
				1 Baged Ice Melt-Sidewalks	1,032.50	2-01-26-292-000-267	B Snow Removal: Vehicle Parts & Repairs	R	12/07/22	12/19/22		70430	N
				Vendor Total:	1,032.50								
LOMBA005 LOMBARDY DOOR SALES													
		22-00808	07/21/22	Serve 4 bay doors									
				1 Serve 4 bay doors	1,900.00	2-01-25-263-000-201	B Fire Dept: Building and grounds	R	07/21/22	12/14/22		2022-2559	N
				Vendor Total:	1,900.00								
MARME005 MARMERO LAW, LLC													
		22-00009	01/05/22	LEGAL COUNCIL TAX APPEALS									
				16 LEGAL COUNCIL TAX APPEALS	1,370.00	2-01-20-155-000-294	B Legal Services: Other	R	01/05/22	12/19/22		11759	N
				17 LEGAL COUNCIL TAX APPEALS	105.00	2-01-20-155-000-294	B Legal Services: Other	R	01/05/22	12/19/22		11760	N
					1,475.00								
				Vendor Total:	1,475.00								
MICHA030 MICHAEL F. MUSCILLO													
		22-01343	12/15/22	League reimbursement									
				1 League reimbursement	45.45	2-01-20-100-000-228	B Admin: Meetings & Conferences	R	12/15/22	12/15/22		2022	N
				Vendor Total:	45.45								
MONMOUPO MONMOUTH COUNTY POLICE ACADEMY													
		22-01241	11/10/22	Training									
				1 Arrest, Search, Seizure	75.00	2-01-25-240-000-236	B Police: Schooling/Training	R	11/10/22	12/15/22		4452	N
		22-01252	11/22/22	Training									
				1 Detective Enhancement Training	25.00	2-01-25-240-000-236	B Police: Schooling/Training	R	11/22/22	12/15/22		4468	N

Vendor # Name	PO # PO Date Description	Contract PO Type	Amount Charge Account	Acct Type Description	Stat/Chk	First Rcvd Enc Date Date	Chk/Void Date Invoice	1099 Excl
MONMOUPO MONMOUTH COUNTY POLICE ACADEMY								
22-01252 11/22/22 Training Continued								
	2 Arrest, Search & Seizure		50.00	2-01-25-240-000-236	B Police: Schooling/Training	R	11/22/22 12/15/22	4496 N
			75.00					
	Vendor Total:		150.00					
MONTRUCK MONMOUTH TRUCK EQUIPMENT								
22-01291 12/02/22 keys								
	1 keys		47.50	2-01-26-290-000-294	B Streets: Other	R	12/02/22 12/15/22	525430 N
	Vendor Total:		47.50					
MRSMU005 MRS-MUNICIPAL								
22-01195 11/02/22 Ats mailers								
	1 Ats mailers		398.00	T-03-56-850-000-008	B Trust: P.O.A.A	R	11/02/22 12/14/22	220602 N
	2 Shipping		86.00	T-03-56-850-000-008	B Trust: P.O.A.A	R	11/02/22 12/14/22	220602 N
			484.00					
	Vendor Total:		484.00					
NJAMERIC NEW JERSEY AMERICAN WATER								
22-01346 12/15/22 S Bay Avenue								
	1 S Bay Avenue		19.85	2-01-31-445-000-219	B Water	R	12/15/22 12/15/22	S BAY AVE N
	2 27 Shore Dr.		28.09	2-01-31-445-000-219	B Water	R	12/15/22 12/15/22	27 SHSORE DR N
	3 waterwitch ave		19.85	2-01-31-445-000-219	B Water	R	12/15/22 12/15/22	WATERWITCH AVE N
	4 Bay ave park		49.65	2-01-31-445-000-219	B Water	R	12/15/22 12/15/22	BAY AVE PARK N
	5 Linden Ave		19.85	2-01-31-445-000-219	B Water	R	12/15/22 12/15/22	LINDEN AVE N
	6 boro garage		36.32	2-01-31-445-000-219	B Water	R	12/15/22 12/15/22	BORO GARAGE N
	7 42 Shore Dr.		28.09	2-01-31-445-000-219	B Water	R	12/15/22 12/15/22	42 SHORE DR N
	8 17-1 Shore Dr		183.71	2-01-31-445-000-219	B Water	R	12/15/22 12/15/22	17-1 SHORE DR N
	9 22 Snugharbor ave		57.89	2-01-31-445-000-219	B Water	R	12/15/22 12/15/22	22 SNUGHARBOR N
	10 17-1 hydrant		98.37	2-01-31-445-000-219	B Water	R	12/15/22 12/15/22	17-1 HYDRANT N
	11 gravelly pt hydrant		221.34	2-01-31-445-000-219	B Water	R	12/15/22 12/15/22	GRAV HYDRANT N
	12 122 hydrants		7,185.80	2-01-31-445-000-219	B Water	R	12/15/22 12/15/22	122 HYDRANT N

Vendor # Name	PO # PO Date Description	Contract PO Type	Amount Charge Account Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date Invoice	1099 Excl
NJAMERIC NEW JERSEY AMERICAN WATER								
	22-01346 12/15/22 S Bay Avenue	Continued						
	13 40 shore dr	Continued	280.26 2-05-55-502-000-219 B Sewer: Water	R	12/15/22	12/15/22	40 SHORE DR	N
			8,229.07					
	Vendor Total:		8,229.07					
NJNG NEW JERSEY NATURAL GAS								
	22-01345 12/15/22 Shore drive							
	1 Shore drive		401.64 2-01-31-446-000-218 B Natural Gas	R	12/15/22	12/15/22	SHORE DR	N
	2 Public works		191.62 2-01-31-446-000-218 B Natural Gas	R	12/15/22	12/15/22	PUBLIC WORKS	N
	3 S 2nd St.		267.85 2-01-31-446-000-218 B Natural Gas	R	12/15/22	12/15/22	S 2ND ST	N
	4 22 Snugharbor avenue		313.89 2-01-31-446-000-218 B Natural Gas	R	12/15/22	12/15/22	22 SNUGHARBOR	N
			1,175.00					
	Vendor Total:		1,175.00					
NJEZP005 NJ E-Z Pass								
	22-01375 12/19/22 EZ Pass Fees							
	1 EZ Pass Fees		1,000.00 2-01-25-240-000-294 B Police: Other	R	12/19/22	12/19/22	2022	N
	Vendor Total:		1,000.00					
VETERINA NJ STATE DEPT. OF HEALTH								
	22-01349 12/15/22 Dog repirt- November 2022							
	1 Dog repirt- November 2022		6.60 T-12-99-999-000-002 B DOG TRUST: DUE STATE OF NEW JERSEY	R	12/15/22	12/15/22	NOVEMBER 2022	N
	Vendor Total:		6.60					
PETER005 Peter Plaia								
	22-01369 12/19/22 Tax Overpayment							
	1 Tax Overpayment		103.59 2-01-99-999-000-205 B Tax Overpayments	R	12/19/22	12/19/22	2015	N
	Vendor Total:		103.59					

Vendor #	Name	PO #	PO Date	Description	Contract Amount	PO Type Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099
PITNEY PITNEY BOWES, INC.													
22-01258	11/28/22	300	perforated tape/postage										
1			300 perforated tape/postage	55.99	2-01-26-310-000-103	B B&G: Consumable Supplies	R	11/28/22	12/14/22			1022025899	N
Vendor Total:				55.99									
PORZIO05 PORZIO, BROMBERG & NEWMAN, PC													
22-00562	05/10/22		Feasibility study										
9			Feasibility study	500.50	2-01-20-155-000-294	B Legal Services: Other	R	12/15/22	12/15/22			3291185	N
Vendor Total:				500.50									
PROVIO10 PROVING GROUND													
22-01306	12/06/22		BOROUGH EVENT										
1			BOROUGH EVENT	1,680.00	2-01-28-385-000-244	B Public Events: Special Events	R	12/06/22	12/14/22			2022	N
Vendor Total:				1,680.00									
PUMPING PUMPING SERVICES, INC.													
22-01240	11/08/22		Same day emergency service										
1			Same day emergency service	1,296.75	2-05-55-502-000-190	B Sewer: Station Repairs	R	11/08/22	12/14/22			1133389	N
2			rental credit	531.30	2-05-55-502-000-190	B Sewer: Station Repairs	R	11/08/22	12/14/22			1068275	N
3			rental credit	2.00	2-05-55-502-000-190	B Sewer: Station Repairs	R	11/08/22	12/14/22			A01642	N
				763.45									
Vendor Total:				763.45									
QBESPO10 QBE SPECIALTY INSURANCE CO.													
22-01376	12/19/22		Litigation M. Smith										
1			Litigation M. Smith	493.40	2-01-20-155-000-251	B Legal Services: Consultants -Litigation	R	12/19/22	12/19/22			QM-2342	N
Vendor Total:				493.40									
SEABO005 SEABOARD WELDING SUPPLY, INC.													
22-01363	12/16/22		oxygen										
1			oxygen	47.50	2-01-26-310-000-170	B B&G: Leased Equipment	R	12/16/22	12/16/22			946108	N
Vendor Total:				47.50									

Vendor # Name	PO # PO Date Description	Contract PO Type	Amount Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
SHORE015 SHORELANDS CONSTRUCTION, INC.										
	22-00707 06/21/22 WATERWITCH WASTEWATER PUMP STA									
	1 WATERWITCH WASTEWATER PUMP STA		55,713.00	C-06-22-101-000-201	B ORD#22-07 PHASE I&II SANITARY SEWER	R	06/21/22	12/15/22	PAYMENT #1	N
	Vendor Total:		55,713.00							
SPECTROL SPECTROTEL, INC.										
	22-01350 12/15/22 Police department									
	1 Police department		415.84	2-01-31-440-000-213	B Telephone	R	12/15/22	12/15/22	11260778	N
	Vendor Total:		415.84							
STAPLES STAPLES ADVANTAGE										
	22-01237 11/07/22 Items for tree lighting									
	1 Items for tree lighting		296.13	2-01-28-360-000-244	B Community Ctr: Special Events	R	11/07/22	12/14/22	3523024502	N
	Vendor Total:		296.13							
SUBUR005 SUBURBAN DISPOSAL INC.										
	22-01344 12/15/22 November 2022									
	1 November 2022		34,000.00	2-01-26-306-000-284	B Sanitation Contract: Solid waste	R	12/15/22	12/15/22	9174	N
	2 November 2022		13,993.89	2-01-26-309-000-220	B Mon Cty Rec: Tipping Fees	R	12/15/22	12/15/22	9174	N
	3 November 2022		2,815.20	2-01-26-305-000-284	B Sanitation: Brush & Bulk	R	12/15/22	12/15/22	9174	N
			50,809.09							
	Vendor Total:		50,809.09							
T&M ASSOCIATES										
	22-01360 12/16/22 Harborside at Hudson Ferry									
	1 Harborside at Hudson Ferry		326.50	T-13-58-901-000-207	B Eng> 5,000 Harbor/Hudson Ferry	R	12/16/22	12/16/22	SE431048	N
	2 Harborside at Hudson Ferry		465.58	T-13-58-901-000-207	B Eng> 5,000 Harbor/Hudson Ferry	R	12/16/22	12/16/22	SE430214	N
			792.08							
	Vendor Total:		792.08							

Vendor # Name	PO # PO Date Description	Contract PO Type	Amount Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
TOMSA T.O.M.S.A.										
	22-01338 12/14/22 November 2022									
	1 November 2022		49,349.46	2-05-55-502-000-196	B Sewer: TOMSA	R	12/14/22	12/14/22	NOVEMBER 2022	N
	Vendor Total:		49,349.46							
TARGE005 TARGETED TECHNOLOGIES LLC										
	22-01248 11/22/22 16TB external hard drive									
	1 16TB external hard drive		529.00	2-01-25-240-000-294	B Police: Other	R	11/22/22	12/15/22	119011	N
	2 transfer fee		150.00	2-01-25-240-000-294	B Police: Other	R	11/22/22	12/15/22	119011	N
			679.00							
	Vendor Total:		679.00							
THE HOSE THE HOSE SHOP										
	22-01250 11/22/22 Parts for sweeper									
	1 Parts for sweeper		75.09	2-01-26-290-000-154	B Streets: Equipment Maintenance	R	11/22/22	12/14/22	00319352	N
	Vendor Total:		75.09							
TRE01 TREASURER, STATE OF NJ DIV REV										
	22-01373 12/19/22 Annual site remediation fee									
	1 Annual Site remediation fee		935.00	2-01-21-185-000-294	B Zoning: Other	R	12/19/22	12/19/22	221749860	N
	Vendor Total:		935.00							
VERIZON1 VERIZON										
	22-01355 12/16/22 17-1 Shore Drive									
	1 17-1 Shore Drive		254.10	2-01-31-440-000-213	B Telephone	R	12/16/22	12/16/22	17-1 SHORE DR	N
	Vendor Total:		254.10							
VERIZ005 VERIZON										
	22-01356 12/16/22 Fios									
	1 Fios		139.00	2-01-31-450-000-213	B Telecommunications	R	12/16/22	12/16/22	12/4/22	N
	Vendor Total:		139.00							

Vendor #	Name	PO #	PO Date	Description	Contract	PO Type	Amount	Charge Account	Acct Type	Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
VERIZON CONNECT																
22-01366	12/16/22	bundled billing														
	1			Bundled billing	150.00	2-01-31-450-000-213			B	Telecommunications	R	12/16/22	12/16/22		2891273	N
	2			Bundled billing	150.00	2-01-31-450-000-213			B	Telecommunications	R	12/16/22	12/16/22		2915834	N
					300.00											
				Vendor Total:	300.00											
VERIZON WIRELESS																
22-01367	12/19/22	cell phone														
	1			cell phone	87.36	2-01-31-440-000-213			B	Telephone	R	12/19/22	12/19/22		9922353505	N
				Vendor Total:	87.36											
VILLAGE OFFICE SUPPLY																
22-01324	12/09/22	Bottles of Water														
	1			Bottles of Water	15.98	2-01-26-310-000-154			B	B&G: Equipment Maintenance	R	12/09/22	12/16/22		4519801-0	N
22-01325	12/09/22	Bottles of Water														
	1			Bottles of Water	79.90	2-01-26-310-000-154			B	B&G: Equipment Maintenance	R	12/09/22	12/16/22		4519804-0	N
22-01326	12/09/22	Bottles of water														
	1			Bottles of water	15.98	2-01-26-310-000-154			B	B&G: Equipment Maintenance	R	12/09/22	12/16/22		4519797-0	N
				Vendor Total:	111.86											
W.E. TIMMERMAN EQUIP. CO., INC.																
22-01008	09/08/22	Piranha Brushes Street Sweeper														
	1			Piranha Brushes Street Sweeper	463.92	2-01-26-290-000-183			B	Streets: Machinery Parts	R	09/08/22	12/19/22		0228013-IN	N
22-01310	12/07/22	Side Brooms-Sweeper														
	1			Side Brooms-Sweeper	530.52	2-01-26-290-000-181			B	Streets: General Hardware - Minor Tools	R	12/07/22	12/19/22		0228012-IN	N
				Vendor Total:	994.44											
WEINER LAW GROUP LLP																
22-01361	12/16/22	General														
	1			General legal	240.00	2-01-21-180-000-242			B	Mun Land Use Law: Consultants - Legal	R	12/16/22	12/16/22		288968	

Vendor # Name	PO # PO Date Description	Contract PO Type	Amount Charge Account Acct Type Description	Stat/Chk	First Rcvd	Enc Date Date	Chk/Void	Invoice	1099
Item Description					Enc Date Date		Date Invoice		Exc
WEINE005 WEINER LAW GROUP LLP	Continued								
22-01361 12/16/22 General	Continued								
2 Bridge City	690.00	T-03-56-875-000-176	B TRUST:LUB2022-07 Bridge City B47 L6	R	12/16/22	12/16/22		288970	N
3 The honorable plant	660.00	T-03-56-875-000-177	B TRUST:LUB2022-08 Honorable Plant	R	12/16/22	12/16/22		288971	N
4 Locust street	435.00	2-01-21-180-000-242	B Mun Land Use Law: Consultants - Legal	R	12/16/22	12/16/22		288972	N
5 Eric Wokas	4,908.40	2-01-21-180-000-242	B Mun Land Use Law: Consultants - Legal	R	12/16/22	12/16/22		288969	N
	<u>6,933.40</u>								
Vendor Total:	6,933.40								

Total Purchase Orders: 81 Total P.O. Line Items: 155 Total List Amount: 429,348.98 Total Void Amount: 0.00

Totals by Year-Fund							
Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
	2-01	155,240.61	0.00	155,240.61	0.00	0.00	155,240.61
	2-05	<u>53,580.52</u>	<u>0.00</u>	<u>53,580.52</u>	<u>0.00</u>	<u>0.00</u>	<u>53,580.52</u>
Year Total:		208,821.13	0.00	208,821.13	0.00	0.00	208,821.13
CAPITAL PROJECTS							
	C-04	33,010.47	0.00	33,010.47	0.00	0.00	33,010.47
	C-06	<u>155,970.00</u>	<u>0.00</u>	<u>155,970.00</u>	<u>0.00</u>	<u>0.00</u>	<u>155,970.00</u>
Year Total:		188,980.47	0.00	188,980.47	0.00	0.00	188,980.47
TRUST NON BUDGET-TWO RIVER							
	T-03	30,748.70	0.00	30,748.70	0.00	0.00	30,748.70
	T-12	6.60	0.00	6.60	0.00	0.00	6.60
	T-13	<u>792.08</u>	<u>0.00</u>	<u>792.08</u>	<u>0.00</u>	<u>0.00</u>	<u>792.08</u>
Year Total:		31,547.38	0.00	31,547.38	0.00	0.00	31,547.38
Total of All Funds:		<u>429,348.98</u>	<u>0.00</u>	<u>429,348.98</u>	<u>0.00</u>	<u>0.00</u>	<u>429,348.98</u>

Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
	2-01	1,000.00	0.00	0.00	1,000.00
Total of All Funds:		1,000.00	0.00	0.00	1,000.00

G/L Posting Summary

Account	Description	Debits	Credits
2-01-101-01-000-002	Cash - Clearing - Valley	0.00	1,000.00
2-01-201-20-000-000	Current Appropriations	1,000.00	0.00
	Grand Total:	1,000.00	1,000.00

Batch Id: JORGI Batch Type: C Batch Date: 12/15/22 Checking Account: CLEARING G/L Credit: Budget G/L Credit
Generate Direct Deposit: N

Check No.	Check Date	Vendor #	Name	Payment Amt	Street 1 of Address to be printed on Check	Charge Account	Account Type	Status	Seq	Acct
PO #	Enc Date	Item Description			Description					
	12/15/22	ROBER035	ROBERT T. BURTON		27 SHORE DRIVE					
22-01341	12/15/22	1	Buy Money	1,000.00	2-01-25-240-000-289		Budget	Aprv	1	1
				1,000.00	Police: Buy Money					

	<u>Count</u>	<u>Line Items</u>	<u>Amount</u>
Checks:	1	1	1,000.00

There are NO errors or warnings in this listing.