

**REGULAR MEETING
DECEMBER 3, 2019
BOROUGH COUNCIL**

Council President Baldwin called the regular meeting to order at 7:32 PM.

Borough Clerk read the following statement: "Pursuant to Section 5 of the Open Public Meetings Act, adequate notice of this meeting has been provided by posting on the bulletin board at Borough Hall and by notification to the Asbury Park Press, the Newark Star Ledger, and the Coaster at least 48 hours prior to this meeting."

ROLL CALL

PRESENT: Ms. Fama, Mr. Manginelli, Mr. Pak, Mr. Siebert, Mr. Baldwin

ABSENT: None

ALSO PRESENT: Melissa A. Hesler, Borough Clerk
Kevin Starkey, Director of Law
Vito Perillo, Mayor
Michael Skudera, Borough Administrator
Thomas Fallon, Director of Finance
Thomas Neff, Borough Engineer

All present stood for Salute to Flag.

APPROVAL OF MINUTES- None

REPORT OF MAYOR/COUNCIL/ADMINISTRATION

Mayor's Report – Vito Perillo

Mayor Perillo wished everyone a Happy Thanksgiving and welcomed the Councilmembers-Elect present this evening. He looks forward to working with them for the benefit of the Borough.

Borough Engineer – Thomas Neff

Mr. Neff reported that the Borough received their grant announcement for the Hope Road Phase II Project. The Borough received another \$215,000.00 for this Phase for a cumulative total for the two projects being close to 1.5 million dollars from the NJDOT through this grant.

Finance Director – Thomas Fallon

Mr. Fallon discussed Resolution R-19-198 on tonight's Consent Agenda. He explained that this Resolution is authorizing a five-year Shared Services Agreement for Court Services with Monmouth Beach. He highlighted some of the changes in this agreement and stated the Borough will receive \$65,000 per year for Municipal Court services.

Borough Administrator – Michael Skudera

Mr. Skudera reported that the Borough's holiday festivities have been posted on the website. He highlighted some of the upcoming events which include Santa's visit to the Crawford House, the Christmas Tree lighting, the Shop for a Cop program at the outlet mall and the Menorah Lighting. Please visit the Borough website for a complete list of events.

Director of Law – Kevin Starkey

Mr. Starkey discussed the three Ordinances on the agenda tonight for introduction. He explained that the public hearings for these Ordinances will take place at the next Council Meeting on December 17, 2019.

Borough Clerk's Report – Melissa Hesler

Ms. Hesler had no report.

Council's Report

Councilwoman Fama thanked Administration for an outstanding job acquiring the NJDOT grant, which will be incredibly beneficial to the Borough. She also thanked Mayor Perillo for continuing the tradition of the Christmas tree and Menorah lighting.

Councilman Pak also commended Administration for their work in obtaining the NJDOT grant.

Councilman Siebert discussed the League of Municipalities conference he recently attended in Atlantic City. He explained that it is a great opportunity to meet with other towns and attend informative seminars. He was also happy to see some of the Councilmembers-Elect present at the conference.

Councilman Manginelli had no report.

Council President Baldwin reported that they have been advised by the County Engineer that they are going to proceed with correction of the intersection at Hance and Sycamore. They will begin in late January and complete in March. He explained that this is a modified plan from what was first presented, and briefly discussed some of the logistics.

**REGULAR MEETING
DECEMBER 3, 2019
BOROUGH COUNCIL**

ORDINANCES FOR INTRODUCTION

Ms. Hesler read Ordinance 2019-1455 entitled: **ORDINANCE AMENDING CHAPTER VII OF THE BOROUGH CODE, ENTITLED “TRAFFIC” TO PROHIBIT PARKING ON ESSEX ROAD**

Mr. Pak offered a motion to introduce Ordinance No. 2019-1455, seconded by Mr. Manginelli.

ROLL CALL

AYES: Ms. Fama, Mr. Manginelli, Mr. Pak, Mr. Siebert, Mr. Baldwin

NAYS: None

ABSENT: None

ABSTAIN: None

ORDINANCE AMENDING CHAPTER VII OF THE BOROUGH CODE, ENTITLED “TRAFFIC,” TO PROHIBIT PARKING ON ESSEX ROAD

BE IT ORDAINED by the Mayor and Borough Council of the Borough of Tinton Falls in the County of Monmouth, State of New Jersey that Chapter VII of the Borough Code, entitled “Traffic,” shall be amended and supplemented as follows:

SECTION 1. Section 7-3.4 of the Borough Code, entitled “Parking Prohibited at All Times on Certain Streets,” shall be amended and supplemented as set forth below to add Essex Road in the appropriate alphabetical location:

7-3.4 Parking Prohibited at All Times on Certain Streets

No person shall park a vehicle at any time upon any of the streets or parts thereof described below:

<i>Name of Street</i>	<i>Side</i>	<i>Location</i>
Essex Road	Both	Entire length of Essex Road within the Borough

SECTION 2. Repealer.

All ordinances or parts of ordinances which are inconsistent with the provisions of this Ordinance are, to the extent of such inconsistency, hereby repealed.

SECTION 3. Severability.

Should any section, clause, sentence, phrase or provision of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the remaining portions of this Ordinance.

SECTION 4. Effective Date.

This Ordinance shall take effect upon final passage, adoption and publication in the manner prescribed by law.

Ms. Hesler read Ordinance 2019-1456 entitled: **ORDINANCE AMENDING CHAPTER XIV OF THE BOROUGH CODE ENTITLED “FIRE PREVENTION”**

Mr. Pak offered a motion to introduce Ordinance 2019-1456, seconded by Mr. Manginelli

Councilwoman Fama inquired about the current status of this Ordinance and asked for some clarification as to why it is being amended. Mr. Starkey explained that this is a state requirement which imposes that for the sale of a residential property, there must be an inspection for fire and carbon monoxide testing. Essentially, this is called a “Smoke Cert” which certifies that these detectors are in the home and therefore can be sold. Ms. Fama inquired about the process homeowners would have to go through to sell their home with this new State requirement. Mr. Starkey briefly explained some of the changes and the overall inspection process. Ms. Fama explained that her concern is putting an extra burden on the resident who is trying to sell their home.

ROLL CALL

AYES: Ms. Fama, Mr. Manginelli, Mr. Pak, Mr. Siebert, Mr. Baldwin

NAYS: None

ABSENT: None

ABSTAIN: None

**REGULAR MEETING
DECEMBER 3, 2019
BOROUGH COUNCIL**

**ORDINANCE AMENDING CHAPTER XIV OF THE BOROUGH CODE,
ENTITLED "FIRE PREVENTION"**

BE IT ORDAINED by the Mayor and Borough Council of the Borough of Tinton Falls in the County of Monmouth, State of New Jersey that Chapter XIV of the Borough Code, entitled "Fire Prevention," shall be amended and supplemented as follows:

SECTION 1. Section 14-1.10 of the Borough Code, entitled "Smoke Detector and Carbon Monoxide Alarm Application Fee," shall be amended and supplemented as set forth below (additions in bold with italics):

14-1.10 Smoke Detector and Carbon Monoxide Alarm Application Fee.

Before any structure is sold, leased or otherwise made subject to a change of occupancy for residential purposes, the owner shall obtain a Certificate of Smoke Detector and Carbon Monoxide Alarm Compliance (CSMCDAC), evidencing compliance with N.J.A.C. 5:70-4.19 from the appropriate enforcing agency.

The application fee for a Certificate of Smoke Detector and Carbon Monoxide Alarm Compliance shall be in accordance with the fee set forth in the New Jersey Uniform Fire Code 5:70-2.9(d) as amended and revised from time to time.

In addition to the above fees, there shall be a separate fee of five dollars (\$5.00) added to the applicable fee set forth in the New Jersey Uniform Fire Code 5:70-2.9(d).

SECTION 2. Repealer.

All ordinances or parts of ordinances which are inconsistent with the provisions of this Ordinance are, to the extent of such inconsistency, hereby repealed.

SECTION 3. Severability.

Should any section, clause, sentence, phrase or provision of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the remaining portions of this Ordinance.

SECTION 4. Effective Date.

This Ordinance shall take effect upon final passage, adoption and publication in the manner prescribed by law.

Ms. Hesler read Ordinance 2019-1457 entitled: **ORDINANCE AMENDING CHAPTER XI OF THE BOROUGH CODE ENTITLED "BUILDING AND HOUSING"**

Mr. Pak offered a motion to introduce Ordinance No. 2019-1457, seconded by Ms. Fama

ROLL CALL

AYES: Ms. Fama, Mr. Manginelli, Mr. Pak, Mr. Siebert, Mr. Baldwin

NAYS: None

ABSENT: None

ABSTAIN: None

**ORDINANCE AMENDING CHAPTER XI OF THE BOROUGH CODE,
ENTITLED "BUILDING AND HOUSING"**

BE IT ORDAINED by the Mayor and Borough Council of the Borough of Tinton Falls in the County of Monmouth, State of New Jersey that Chapter XI of the Borough Code, entitled "Building and Housing," shall be amended and supplemented as follows:

SECTION 1. Section 11-1.2 of the Borough Code, entitled "Municipal Enforcing Agency Fees," shall be amended and supplemented as set forth on the attached Appendix A, with all proposed revisions *italicized and with a bold font*, and all deleted items have a ~~strike through~~:

11-1.2 Municipal Enforcing Agency Fees.

[Revised in accordance with the attached Appendix A]

SECTION 2. Repealer.

All ordinances or parts of ordinances which are inconsistent with the provisions of this Ordinance are, to the extent of such inconsistency, hereby repealed.

SECTION 3. Severability.

**REGULAR MEETING
DECEMBER 3, 2019
BOROUGH COUNCIL**

Should any section, clause, sentence, phrase or provision of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the remaining portions of this Ordinance.

SECTION 4. Effective Date.

This Ordinance shall take effect upon final passage, adoption and publication in the manner prescribed by law.

ORDINANCES FOR FINAL CONSIDERATION- None

PUBLIC DISCUSSION

Mr. Pak offered a motion to open the Public Discussion, seconded by Mr. Manginelli.

ROLL CALL

AYES: All in Favor
NAYS: None
ABSENT: None
ABSTAIN: None

PUBLIC DISCUSSION OPEN

Paul Abrams, 23 Taylors Run- Mr. Abrams inquired about the solar farm on federal property that was discussed at the previous Council meeting. Mr. Starkey stated that he is working on obtaining more information about this with the help of the CFO and Tax Assessor. They are working on getting an answer to Mr. Abrams's questions as soon as possible. Mr. Abrams discussed the fire prevention Ordinance on tonight's agenda for introduction and briefly inquired about the new application process and the \$5.00 additional fee. Mr. Starkey explained that the new charge applies to the smoke certification that is now required and is not applied to the CO inspection.

Denise Catalano, 11 Alpine Trail- Ms. Catalano inquired about the recycling process in Tinton Falls and asked who is in charge of collecting recycling for the Borough. Mr. Skudera explained that DPW picks up the Borough's recycling and it is processed by Mazza Recycling. Ms. Catalano discussed the changes in what can now be picked up as recyclables. Councilman Siebert stated that Mazza came before the Planning Board in August and were approved for an expansion of their building to install a recycling sorting facility. This will have the capability to sort a can of recycling and weed out any garbage that cannot be recycled. Discussion ensued regarding the current recycling process.

Gerry Turning, 32 Periwinkle Circle- Mr. Turning recognized Council President Baldwin, Councilman Pak, and Councilwoman Fama for their years of dedicated service to the Borough of Tinton Falls. He thanked them for all the hours they put into serving on Council and wished them the best in all their future endeavors. Mr. Turning inquired about Resolution R-19-197 Authorizing Budget Appropriation Transfers. Mr. Fallon stated that this refers to a \$30,000 transfer from Streets and Roads to Central Maintenance, both within the Department of Public Works. Mr. Turning discussed the DPW contract that has been under negotiations for nearly 3 years and inquired about the status of these negotiations. Mr. Starkey explained that the Borough cannot discuss this in a public forum, however he reported the negotiations are ongoing and he is hoping for a quick resolve. Mr. Turning voiced his concerns with Administration receiving pay raises without these contracts being settled, stating DPW employees have not seen a pay raise in nearly 2 years. He also discussed the CDBG grant for Hope Road and inquired about the status, Mr. Neff confirmed that the Borough received the grant. Mr. Turning mentioned the discussion at the previous Council meeting in regard to the Earle property and referenced a lawsuit from the International Brotherhood of Electrical Workers. Mr. Starkey confirmed that there is a lawsuit currently pending, which contends that the Borough should be issuing permits and inspections for the solar project being constructed on Earle. He explained that the Borough received advice from the DCA stating that we do not have jurisdiction on that federal property. Mr. Turning briefly discussed the increase in Labor Counsel fees as stated by Mr. Siebert at the previous Council meeting. He wished everyone a Merry Christmas and again thanked the Councilmembers whose terms end this year for all of their time and dedication to the Borough. He welcomed the newly elected Council members and wished them luck in their new roles.

There being no further comments from the public, Mr. Pak offered a motion to close the Public Discussion, seconded by Mr. Siebert.

ROLL CALL

AYES: All in Favor
NAYS: None
ABSENT: None
ABSTAIN: None

PUBLIC DISCUSSION CLOSED

**REGULAR MEETING
DECEMBER 3, 2019
BOROUGH COUNCIL**

MISCELLANEOUS BUSINESS FOR THE GOOD OF THE ORDER:

Mr. Siebert reported that one of the Borough's DPW employees received an award and a Tinton Falls resident received a scholarship at the League of Municipalities this year.

CONSENT AGENDA

Mr. Siebert inquired if Resolution R-19-200, Resolution Designating Council Meeting Dates for 2020 was passed on to the Councilmembers-Elect. Ms. Hesler advised that the dates were forwarded to the newly elected members.

Mr. Siebert offered a motion to approve the Consent Agenda, seconded by Mr. Pak.

ROLL CALL

AYES: Ms. Fama, Mr. Manginelli, Mr. Pak, Mr. Siebert, Mr. Baldwin

NAYS: None

ABSENT: None

ABSTAIN: None

R-19-194 RESOLUTION AUTHORIZING CONTINUATION OF A SHARED SERVICES AGREEMENT FOR THE MAINTENANCE, USE AND STORAGE OF A STREET SWEEPER WITH THE BOROUGH OF EATONTOWN

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., (the "Act") permits units of local government to share services for particular purposes and to effectuate agreements for any services or circumstance that will aid and encourage a reduction of local expenses; and

WHEREAS, each of the municipalities agree to share in the responsibility of the continued use, maintenance and storage of said vehicle, as well as the shared use of the vehicle in the future.

NOW THEREFORE BE IT RESOLVED by the Borough Council of the Borough of Tinton Falls that the Mayor and Borough Clerk are hereby authorized and directed to execute the Shared Services Agreement attached hereto and made part hereof with the Borough of Eatontown pursuant to the terms and conditions contained therein for a period of three (3) years.

R-19-195 RESOLUTION - DENYING RELEASE OF PERFORMANCE GUARANTEES MEZZASALMA OFFICE BUILDING BLOCK 14.03 LOT 29.01

WHEREAS, the developer has requested the release of Performance Guarantees for Mezzasalma Office Building, Block 14.03, Lot 29.01; and

WHEREAS, by letter dated November 18, 2019, (said letter hereby attached and made part of this Resolution) the Engineer, T&M Associates, has outlined the items which need to be addressed prior to the release of performance guarantees.

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Tinton Falls that based on the facts as set forth in the Engineer's letter of November 18, 2019, that the developer's request for a release of the Performance Guarantees be and hereby is denied.

R-19-196 RESOLUTION – RELEASING PERFORMANCE GUARANTEE UPON THE POSTING OF MAINTENANCE GUARANTEE – DELISA WASTE SERVICES BLOCK 145 LOT 19.01

WHEREAS, the developer has requested the release of Performance Guarantee posted for DeLisa Waste Services, Shafto Road, Block 145 Lot 19.01.

WHEREAS, by letter dated November 8, 2019, the Borough Engineer (T&M Associates) has recommended the release of the guarantee as the developer has completed all of the improvements subject to the posting of the required maintenance guarantee as set forth in said letter (said letter hereby attached and made part of this Resolution) and the payment of any and all outstanding engineering and inspection fees.

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Tinton Falls that Performance Guarantee for DeLisa Waste Services, Shafto Road, Block 145 Lot 19.01 be released subject to the posting of the required maintenance guarantees and the payment of any and all outstanding engineering and inspection fees.

R-19-197 RESOLUTION - AUTHORIZING TRANSFERS BETWEEN BUDGET APPROPRIATIONS PURSUANT TO N.J.S.A. 40A:4-58

WHEREAS, N.J.S.A. 40A:4-58 provides for transfers as permitted between budget appropriations during the last two months of the fiscal year;

**REGULAR MEETING
DECEMBER 3, 2019
BOROUGH COUNCIL**

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Tinton Falls that the transfers between the 2019 budget appropriations be made as follows:

<u>Current Budget Appropriation</u>	<u>From</u>	<u>To</u>
Division of Streets - O/E	\$ 30,000.00	
Division of Central Maintenance - O/E		\$ 30,000.00
	_____	_____
	\$ <u>30,000.00</u>	\$ <u>30,000.00</u>

R-19-198 RESOLUTION AUTHORIZING RENEWAL OF MUNICIPAL COURT SHARED SERVICE AGREEMENT WITH THE BOROUGH OF MONMOUTH BEACH

WHEREAS, the Uniformed Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. (“the Act”), authorizes local units of the State to enter into a contract with any other local unit or units for the joint provision within their several jurisdictions of any service which any party to the agreement is empowered to render within its own jurisdiction; and

WHEREAS, N.J.S.A. 2B:12-l(c) allows two or more municipalities to provide jointly for courtrooms, chambers, equipment, supplies, and employees for their municipal courts and to agree to appoint the same persons as certified court administrator without establishing a joint municipal court; and

WHEREAS, Monmouth Beach and Tinton Falls previously entered into a Shared Service Agreement for municipal court services dated August 2013 of which agreement will expire December 31, 2019; and

WHEREAS, Monmouth Beach and Tinton Falls desire to enter into a new shared service agreement for municipal court services; and

WHEREAS, Monmouth Beach and Tinton Falls desire to continue to share facilities, equipment and administrative staff, in accordance with N.J.S.A. 2B:12-l(c), in order to conserve resources and to provide for a more efficient and economically sound municipal court system; while each municipality maintains its right to appoint their own judge, prosecutor, and public defender; and

WHEREAS, Tinton Falls has agreed to allow Monmouth Beach to continue to utilize the Tinton Falls Municipal Court facilities and administrative staff, subject to the approval of the Assignment Judge of the County of Monmouth, and has agreed to allow Monmouth Beach to continue to utilize the Tinton Falls Municipal Court offices and administrative staff for another five (5) year term.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Tinton Falls in the County of Monmouth, State of New Jersey that it hereby approves of and authorizes the Mayor to execute the attached shared services agreement for municipal court services with the Borough of Monmouth Beach for a new five (5) year term commencing January 1, 2020 for \$60,000 annually, plus \$5,000 annually for supplies, pursuant to the terms and conditions contained herein attached as **Exhibit A**.

SHARED SERVICES AGREEMENT FOR MUNICIPAL COURT SERVICES

THIS SHARED SERVICES AGREEMENT made this 3rd day of December 2019 by and between **THE BOROUGH OF MONMOUTH BEACH** (“Monmouth Beach”) with its principal office located at 22 Beach Road, Monmouth Beach, NJ 07750 and **THE BOROUGH OF TINTON FALLS** (“Tinton Falls”) with its principal office located at 556 Tinton Avenue, Tinton Falls, NJ 07724. Monmouth Beach and Tinton Falls will be collectively referred to herein as the “Municipalities”.

WITNESSETH

WHEREAS, the Uniformed Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. (“the Act”), authorizes local units of the State to enter into a contract with any other local unit or units for the joint provision within their several jurisdictions of any service which any party to the agreement is empowered to render within its own jurisdiction; and

WHEREAS, N.J.S.A. 2B:12-l(c) allows two or more municipalities to provide jointly for courtrooms, chambers, equipment, supplies, and employees for their municipal courts and to agree to appoint the same persons as certified court administrator without establishing a joint municipal court; and

WHEREAS, Monmouth Beach and Tinton Falls previously entered into a Shared Service Agreement for municipal court services dated August 2013 of which agreement will expire December 31, 2019; and

**REGULAR MEETING
DECEMBER 3, 2019
BOROUGH COUNCIL**

WHEREAS, Monmouth Beach and Tinton Falls desire to enter into a new shared service agreement for municipal court services; and

WHEREAS, Monmouth Beach and Tinton Falls desire to continue to share facilities, equipment and administrative staff, in accordance with N.J.S.A. 2B:12-1(c), in order to conserve resources and to provide for a more efficient and economically sound municipal court system; while each municipality maintains its right to appoint their own judge, prosecutor, and public defender; and

WHEREAS, Tinton Falls has agreed to allow Monmouth Beach to continue to utilize the Tinton Falls Municipal Court facilities and administrative staff, subject to the approval of the Assignment Judge of the County of Monmouth, and has agreed to allow Monmouth Beach to continue to utilize the Tinton Falls Municipal Court offices and administrative staff as of the effective date of this Agreement; and

WHEREAS, Monmouth Beach and Tinton Falls find that it would be in the best interest of the Municipalities to continue to utilize the Tinton Falls Municipal Building's courtroom, court offices, and to share administrative employees, facilities, and equipment, under the terms and conditions referenced herein.

NOW, THEREFORE, with the foregoing recital paragraphs incorporated herein by reference, and in consideration of the mutual covenants contained herein, the Municipalities hereto, intending to be legally bound, hereby agree as follows:

1. Provision of Services and Space within the Tinton Falls Municipal Building.

- A. Tinton Falls shall provide *Monmouth Beach* with space in the Tinton Falls Municipal Building in which to conduct municipal court hearings, and the Municipalities shall continue to share facilities, equipment and administrative staff, pursuant to N.J.S.A. 2B:12-1(c), in accordance with the terms and conditions set forth herein.

2. Provision of Staff within the Tinton Falls Municipal Building.

- A. Municipal Judge, Prosecutor, and Public Defender. Each *municipality shall* appoint each of these positions pursuant to the provisions of the general municipal law. The appointment of such positions, within each party's discretion, shall not constitute a material breach of this Agreement and thus shall not entitle either party to termination of this Agreement.
- B. Certified Court Administrator. Upon execution of the Agreement, the certified court administrator for Tinton Falls will serve as the certified court administrator for Monmouth Beach and Tinton Falls, and shall retain any and all rights and conditions of employment otherwise accrued from Tinton Falls. Any subsequent appointments of an administrator *shall be* in conformance with N.J.S.A. 2B:12-10 and N.J.S.A. 2B:12-11, et seq., and R. 1:41-1.
- C. Deputy Court Administrator and Administrative Staff. The Deputy Court Administrator(s) for Tinton Falls will serve as the Deputy Court Administrator(s) for Monmouth Beach and Tinton Falls. Additionally, the administrative staff currently employed by Tinton Falls will remain as employees of Tinton Falls. Tinton Falls shall at its sole discretion to determine the level of *staffing* required to satisfy the terms and conditions of this Agreement, subject to the approval of the Assignment Judge of the Superior Court of New Jersey in the Monmouth Vicinage.
- D. Court Security. Tinton Falls shall be responsible to provide security for weapons screening at the entrance of the courtroom prior to and during all of its court sessions. Monmouth Beach shall also be responsible to provide police security within the courtroom for its court sessions as per the approved Tinton Falls court security plan. If determined to be available by Tinton Falls, Monmouth Beach may decide to pay Tinton Falls for the provision of court security services within the courtroom, in addition to the fees agreed to under *this* Agreement, using officers of the Tinton Falls Police Department at the same rates established for special duty assignments by Tinton Falls ordinance.
- E. Prisoner Transportation. Monmouth Beach shall be solely responsible for the transport of all persons held in custody on warrants or summons and sentences emanating from its jurisdiction. Tinton Falls shall grant the Monmouth Beach Police the temporary use of custodial facilities while court is in session.
- F. Designated Court Dates/Times. Tinton Falls shall provide the use of its Court facilities each third Thursday of each month at times as scheduled by the respective Municipal Court Judge and Court Administrator, or at such days and times as mutually agreed by the parties hereinafter.

3. Captions.

In accordance with N.J.S.A. 2B:12-1(c), the identities of the individual courts shall continue to be expressed in the captions of orders and process.

4. Term.

**REGULAR MEETING
DECEMBER 3, 2019
BOROUGH COUNCIL**

The term of this Agreement shall commence on January 1, 2020 subject only to the authorization of the Assignment Judge for the County of Monmouth (“the Effective Date”), and shall continue for a term of five (5) years from the Effective Date until December 31, 2024 (“the Initial Term”) unless terminated pursuant to the terms and conditions of Section 9 of this Agreement. This Agreement may be extended for additional terms of one (1) year up to a total of five (5) additional years by resolutions of the governing bodies of the Municipalities.

5. Equipment and Resources.

The Municipalities agree that the equipment and resources associated with this agreement shall be as follows:

- A. **Equipment.** There shall be no transfer of equipment or supplies. Monmouth Beach agrees to pay Tinton Falls a flat five thousand dollar (\$5,000) annual fee for all court business equipment, supplies, postage, video conferencing costs, and interpreting services attributable to Monmouth Beach.
- B. **Bank Accounts.** In accordance with N.J.S.A. 2B:12-1, et seq., Monmouth Beach and Tinton Falls will maintain separate general and bail accounts. These separate accounts shall be located at the same bank to be determined by Tinton Falls. These accounts will be maintained according to standardized financial procedures established to process and track all monies received in the municipal courts. The Municipalities will receive and appropriately distribute all fines generated by all cases on their respective dockets. The Municipalities will each maintain dedicated funds for Parking Offenses Adjudication Act (POAA) Funds and Alcohol Education Rehabilitation and Enforcement (DWI) Funds, which will be made available to their respective municipal courts.

6. Consideration.

- A. Monmouth Beach pays Tinton Falls the sum of sixty thousand dollars (\$60,000) annually commencing on January 1, 2020 and continuing for the Initial Term of this Agreement.
- B. Monmouth Beach shall make equal quarterly payments of the annual payments to Tinton Falls on January 1, April 1, July 1, and October 1 of each year of this Agreement.
- C. Should the Agreement be extended beyond the Initial Term, yearly cost of services shall be increased by the amount allowable pursuant to N.J.S.A. 40A:4-45.45 (the Tax Levy Cap) over the prior year’s amount.
- D. Monmouth Beach shall continue to use an e-ticketing system that is functionally equivalent to and works with Tinton Fall’s e-ticketing system provided by Barcodes, Inc. If, at any time, Monmouth Beach discontinues use of the e-ticketing system there will be an annual charge of \$10,000 to Monmouth Beach.

7. Hold Harmless and Indemnification.

Monmouth Beach shall defend, hold harmless, and indemnify Tinton Falls, its officers, employees and agents from any and all fines, claims, and losses of whatever nature or type arising out of or in connection with the provision of the Services by Tinton Falls to Monmouth Beach and its residents pursuant to this Agreement to the extent permitted by law.

Tinton Falls shall notify Monmouth Beach if any event occurs which requires or which may require defense and/or indemnification. Monmouth Beach shall provide Tinton Falls with legal counsel satisfactory to Tinton Falls against any claim or proceeding, which may be brought against Monmouth Beach or others to whom this Section applies, if any, with respect to the foregoing or in which they may be implicated. Monmouth Beach shall pay, satisfy, and discharge any judgment, settlement, compromise, order, or decree, which maybe recovered against Monmouth Beach or other to whom this section applies pursuant to the within subsection.

8. Insurance.

It is recognized and understood that Monmouth Beach and Tinton Falls participate in the Monmouth Joint Insurance Fund (“JIF”). It is recognized that Monmouth Beach and Tinton Falls have obtained insurance coverage by the JIF, and that each has named the other as an additional insured on any insurance policies it separately maintains. These policies include, without limitation, a comprehensive general liability, automobile liability, errors and omissions and workers compensation with limits and deductibles as mutually agreed upon. Each party shall provide the other with a certificate of insurance setting forth the above coverage and naming the other as additional insured promptly upon the execution of this Agreement. In the event Monmouth Beach or Tinton Falls ceases to participate in the JIF, such party shall provide alternative insurance comparable to the JIF and subject to the reasonable approval of the other party.

**REGULAR MEETING
DECEMBER 3, 2019
BOROUGH COUNCIL**

9. Termination.

- A. This Agreement may not be terminated by either party for any reason for the first eighteen months from its Effective Date. After the expiration of that eighteen month period, either party may only terminate this Agreement for good and just cause, which shall mean a material breach of this Agreement's terms. Should either party seek termination, such termination shall not become effective for a minimum of six (6) months following the adoption of resolutions by both governing bodies authorizing the termination.
- B. Pursuant to N.J.S.A. 40A:65-7(e) any Party to this Agreement may enter into another agreement or agreements with any other eligible municipality for the performance of Municipal Court Services pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq. The participation in one agreement shall not bar participation with the same or other municipalities in any other agreement. The Municipalities further agree that if an opportunity arises for a different agency to perform Municipal Court Services for the Municipalities, the negotiations for new services will include all Municipalities to this Agreement. Further, if termination of this Agreement is a consideration of a new Shared Service with another agency, such termination shall not take place until six (6) months after notification of the Municipalities to this Agreement, unless early termination is agreed upon by all parties.
- C. In the event that any party materially defaults in the performance of any of its obligations under this Agreement after receiving written notice of same, and failing to cure such default within thirty (30) days of said written notice, the non-defaulting party, in addition to termination, shall be entitled to all other remedies available at law, in equity, or both.
- D. In the event of a termination pursuant to any subsection of this Agreement, the Municipalities shall take all steps necessary to ensure that the services are transitioned back to Monmouth Beach in a manner which does not jeopardize the health, welfare or safety of the residents of any party.

10. Chain of Command; Annual Meeting; Notification of Complaints.

- A. The Tinton Falls employees providing services under this Agreement shall be under the exclusive authority and control of Tinton Falls. Monmouth Beach shall not provide any direction or instruction to or discipline or reprimand any employee of Tinton Falls. Communications between the Municipalities regarding the provision of the services under this Agreement shall occur between their respective Business Administrators. Nothing contained in this paragraph shall prevent the designated Business Administrator from Monmouth Beach from contacting the Tinton Falls Mayor or Administrator with information or suggestions regarding the services provided hereunder. Nothing in this paragraph shall be interpreted to limit the authority of the Judge of Tinton Falls Municipal Court, the Presiding Judge Municipal Courts, or the Assignment Judge to supervise and manage the Tinton Falls Municipal Court pursuant to R. 1:33-4 and R. 1:34-3 and Thurber vs. City of Burlington.
- B. The Municipalities' designated representatives agree to meet at least annually to discuss the provisions of the Services under this Agreement; the costs associated with same; and any other matter concerning this Agreement.

11. Choice of Law.

Any dispute under this Agreement or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

12. Entire Agreement.

This Agreement represents the entire agreement between the Municipalities and cannot be changed or modified orally. This Agreement supersedes any prior agreements between the Municipalities and may be supplemented, amended or revised only by writing which is signed by all of the Municipalities hereto.

13. Severability.

If any party of this Agreement shall be held to be unenforceable, the rest of this Agreement shall nevertheless remain in full force and effect.

14. Waiver.

Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement at any one time shall not be deemed a waiver of such term, covenant, or condition at any other time nor shall any waiver or relinquishment of any right or power herein at any time be deemed a waiver or relinquishment of the same or any other right or power at any other time.

**REGULAR MEETING
DECEMBER 3, 2019
BOROUGH COUNCIL**

15. Modification.

This Agreement may not be changed orally, and may be modified or amended only by a written agreement signed by both Municipalities.

R-19-199 RESOLUTION AUTHORIZING RENEWAL OF ONE (1) YEAR CONTRACT WITH ASSOCIATED HUMANE SOCIETIES FOR ANIMAL CONTROL SERVICES FOR THE YEAR 2020

WHEREAS, the Borough of Tinton Falls requires services for animal control on a daily basis as well as a facility to keep stray animals that are picked up, injured etc.; and

WHEREAS, the Associated Humane Societies, Inc., 2960 Shafto Road, Tinton Falls, NJ 07753, provides the services required as detailed in the contract attached hereto and made part hereof; and

WHEREAS, this is a one (1) year contract at the rate of \$2,559.00 per month for a total of \$30,708.00 for one year as well as other miscellaneous fees included in the attached contract; and

WHEREAS, this rate has remained the same for the past five (5) years.

NOW, THEREFORE BE IT RESOLVED by the Borough Council of the Borough of Tinton Falls in the County of Monmouth, State of New Jersey as follows:

- 1) That the Mayor and Borough Clerk are hereby authorized and directed to enter into a one (1) year contract with Associated Humane Societies, 2960 Shafto Road, Tinton Falls, NJ 07753 for the provision of animal control services for the fees set forth therein; and
- 2) That a copy of this Resolution be forwarded to the Monmouth County Regional Health Commission #1 along with a copy of the executed contract.

R-19-200 RESOLUTION DESIGNATING MEETINGS OF THE BOROUGH COUNCIL FOR THE YEAR 2020

WHEREAS, the New Jersey Open Public Meetings Act (N.J.S.A. 10:4-8a, et seq.) requires the governing body of a municipality to designate and disseminate schedules, meeting dates, times and location.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Tinton Falls that the following dates are hereby designated as scheduled meetings of the Borough Council for the Year 2019 to be held at the Borough of Tinton Falls Municipal Court Room, 556 Tinton Avenue, Tinton Falls, NJ 07724:

Meetings of Borough Council for 2020 (Where Formal Action May Be Taken)

Tuesday	January 7, 2020	7:30 P.M. (Reorganization/Regular)
Tuesday	January 21, 2020	7:30 P.M. (Regular)
Tuesday	February 4, 2020	7:30 P.M. (Regular/Workshop)
Tuesday	February 18, 2020	7:30 P.M. (Regular)
Tuesday	March 3, 2020	7:30 P.M. (Regular/Workshop)
Tuesday	March 17, 2020	7:30 P.M. (Regular)
Tuesday	April 7, 2020	7:30 P.M. (Regular/Workshop)
Tuesday	April 21, 2020	7:30 P.M. (Regular)
Tuesday	May 5, 2020	7:30 P.M. (Regular/Workshop)
Tuesday	May 19, 2020	7:30 P.M. (Regular)
Tuesday	June 16, 2020	7:30 P.M. (Regular/Workshop)
Tuesday	July 14, 2020	7:30 P.M. (Regular/Workshop)
Tuesday	August 11, 2020	7:30 P.M. (Regular/Workshop)
Tuesday	September 1, 2019	7:30 P.M. (Regular/Workshop)
Tuesday	September 15, 2019	7:30 P.M. (Regular)
Tuesday	October 6, 2020	7:30 P.M. (Regular/Workshop)
Tuesday	October 20, 2020	7:30 P.M. (Regular)
Tuesday	November 10, 2020	7:30 P.M. (Regular/Workshop)
Tuesday	December 1, 2020	7:30 P.M. (Regular/Workshop)
Tuesday	December 15, 2020	7:30 P.M. (Regular)

BE IT FURTHER RESOLVED, that as needed, all executive sessions of the Borough Council shall be held at 6:30 p.m. as noticed by 4:30 p.m. the Friday before the meeting week and convene with the public reading of a Resolution onto the record prior to the Borough Council's vote to enter into executive session pursuant to the OPMA. When an executive session is held, the executive session Resolution shall be re-read onto the record at the beginning of the public portion of any applicable workshop, regular or special meeting so the public will know what issues were addressed during the executive session without having to be present for the earlier public reading of the Resolution. When necessary, executive sessions may be continued upon the adjournment of the public portion of any meeting with

**REGULAR MEETING
DECEMBER 3, 2019
BOROUGH COUNCIL**

the reading of the Resolution for entry into executive session reciting the issues to be continued for executive session deliberations.

BE IT FURTHER RESOLVED that this Resolution shall supersede any and all Resolutions previously adopted by the Borough specifying meetings of the Borough Council.

BE IT FURTHER RESOLVED, that the Borough Clerk shall post a copy of this Resolution in Borough Hall and that copies of this Resolution shall be forwarded by the Borough Clerk to the official newspapers, The Asbury Park Press, The Coaster and the Newark Star Ledger as previously designated by the Borough and to individuals requesting same under the New Jersey Open Public Meetings Act.

R-19-201 RESOLUTION REFUNDING AUTOMATED REFUSE CONTAINER FEE

WHEREAS, On 11/12/19, Elefteria Kure, 21 Spring Court, Tinton Falls, NJ 07724, paid \$55.00 for an automated refuse container.

WHEREAS, said funds were deposited by the by the Borough of Tinton Falls; and

WHEREAS, Elefteria Kure, 21 Spring Court, Tinton Falls, NJ 07724 no longer desires to retain the automated refuse container, to just have the current automated refuse container assigned to her property repaired.

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Tinton Falls, that the Automated refuse container fee in the amount of \$55.00 paid by Elefteria Kure, 21 Spring Court, Tinton Falls, NJ 07724, be refunded.

R-19-202 RESOLUTION - REFUNDING TAX OVERPAYMENT

WHEREAS, overpayments of 2019 Taxes have been made as a result of duplicate payments for the year 2019 to properties known as:

<u>Name</u>	<u>Block</u>	<u>Lot</u>	<u>Amount</u>
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(HEREBY ATTACHED AND MADE PART OF THIS RESOLUTION)

and,

WHEREAS, said duplicate payments have resulted in overpayments of the 2019 taxes by property owners, title companies and mortgage companies in the total amount of \$19,877.34 as certified by the Borough Tax Collector.

NOW, THEREFORE BE IT RESOLVED, by the Borough Council of the Borough of Tinton Falls that refunds totaling \$19,877.34 are approved for the attached properties.

R-19-202	BOROUGH OF TINTON FALLS - 2019 TAX OVERPAYMENTS DUE TO DUPLICATE PAYMENTS					
				TOTAL	FIRST	SECOND
				TAXES	PAYMENT	PAYMENT
BL OC K	L O T	REFUND TO:	IN REFERENCE TO:	OVER PAID	MADE BY	MADE BY
2.02	5 0	CORELOGIC REFUNDS DEPT.	OSMAN, SALAH & SALY	1,041. 45	MORTGAG E COMPANY	MORTGAG E COMPANY
		3001 HACKBERRY ROAD	24 HOWARD AVENUE			
		IRVING, TX 75063				
26.0 1	1 2 8	CORELOGIC REFUNDS DEPT.	TOBIN, PATRICK & MARGARET BRUNS	1,557. 14	HOMEOWN ER	MORTGAG E COMPANY
		PO BOX 9202	34 SECRETARIAT COURT			
		COPPELL, TX 75019				

**REGULAR MEETING
DECEMBER 3, 2019
BOROUGH COUNCIL**

32.01	61	MISDOM, BRIAN & SUSAN	MISDOM, BRIAN & SUSAN	320.66	HOMEOWNER	MORTGAGE COMPANY
		130 RIVEREDGE ROAD	130 RIVEREDGE ROAD			
		TINTON FALLS, NJ 07724				
62.03	13	CORELOGIC REFUNDS DEPT.	PATEL, MITUL & TEENA	1,015.22	HOMEOWNER	MORTGAGE COMPANY
		PO BOX 9202	10 PEGASUS DRIVE			
		COPPELL, TX 75019				
75	85	CORELOGIC REFUNDS DEPT.	STEFANAKIS, LAUREN	650.00	HOMEOWNER	MORTGAGE COMPANY
		3001 HACKBERRY ROAD	15 SPRING MEADOW DRIVE			
		IRVING, TX 75063				
81	19.02	RODRIGUEZ, CARLOS & LOURDES	RODRIGUEZ, CARLOS & LOURDES	2,105.04	TITLE COMPANY	MORTGAGE COMPANY
		26 HARVARD DRIVE	26 HARVARD DRIVE			
		TINTON FALLS, NJ 07724				
115	12.01	JANUS TRADE GROUP, LLC	1424 SHAFTO, LLC	2,291.74	OWNER	MORTGAGE COMPANY
		PO BOX 290109	1424 SHAFTO ROAD			
		BROOKLYN, NY 11229				
124.01	12	SEDA, JULIO C. JR, & JUSTINE	SEDA, JULIO C. JR, & JUSTINE	1,879.79	TITLE COMPANY	MORTGAGE COMPANY
		17 WILLIAMSBURG DRIVE	17 WILLIAMSBURG DRIVE			
		TINTON FALLS, NJ 07753				
124.47	1	CORELOGIC REFUNDS DEPT.	DIETZ, KERRIANN	634.95	HOMEOWNER	MORTGAGE COMPANY
		PO BOX 9202	2 JONATHAN DRIVE			
		COPPELL, TX 75019				
124.50	94	PEGASUS TITLE AGENCY, LLC	COPPINGER FROM VOLLMUTH & TRENTACOSTA	889.37	TITLE COMPANY	MORTGAGE COMPANY
		639 W. LACEY ROAD, SUITE 3	88 DES MOINES COURT			
		FORKED RIVER, NJ 08731				

**REGULAR MEETING
DECEMBER 3, 2019
BOROUGH COUNCIL**

124.51	218	EGAN, TAMERA L	EGAN, TAMERA L	1,320.36	HOMEOWNER	MORTGAGE COMPANY
		10 DOVER COURT	10 DOVER COURT			
		TINTON FALLS, NJ 07712				
129.08	3	PROPERTY TRANSFER SERVICES, INC.	CONNERTY, DAVID & MARY ELLEN	984.37	TITLE COMPANY	MORTGAGE COMPANY
		1013 ROUTE 88	3 CROP COURT			
		POINTE PLEASANDT, NJ 08742				
129.15	3396	CARRASCO, TATHIANA E	NICOLAS FROM CARRASCO	1,543.97	ATTORNEY	MORTGAGE COMPANY
		18 CONOR ROAD	6 MAYWOOD RUN			
		JACKSON, NJ 08527				
147	1007	CORELOGIC REFUNDS DEPT.	TUDISCO, WILLIAM & SARINA	3,643.28	MORTGAGE COMPANY	MORTGAGE COMPANY
		PO BOX 9202	7 ABBEY ROAD			
		COPPELL, TX 75019				
				19,877.34		

R-19-203 RESOLUTION – APPROVAL OF BILLS – December 3, 2019

WHEREAS, the Borough of Tinton Falls received certain claims against it by way of vouchers received during the period ending December 3, 2019; and

WHEREAS, the Borough Council has reviewed said claims.

NOW, THEREFORE BE IT RESOLVED, by the Borough Council of the Borough of Tinton Falls, County of Monmouth, that the following claims be certified by the Chief Financial Officer for approval and payment.

SUMMARY

GENERAL	4,386,623.45
SEWER UTILITY	18,478.59
CAPITAL FUND	12,641.02
GRANT FUND	444.30
TRUST FUNDS	149,774.63
DOG TRUST FUND	3,445.80
ESCROW	69,843.79
ADDITIONS	960.00
TOTAL	4,642,211.58

EXECUTIVE SESSION

Council President Baldwin asked for a motion to enter Executive Session.

Mr. Pak offered a motion to enter Executive Session, seconded by Mr. Siebert.

ROLL CALL

AYES: Ms. Fama, Mr. Manginelli, Mr. Pak, Mr. Siebert, Mr. Baldwin

NAYS: None

ABSENT: None

ABSTAIN: None

**REGULAR MEETING
DECEMBER 3, 2019
BOROUGH COUNCIL**

Mr. Starkey read the following Resolution:

R-19-204 RESOLUTION TO ENTER EXECUTIVE SESSION

WHEREAS, the Open Public Meetings Act provides that the Borough Council may go into executive session to discuss matters that may be confidential or listed pursuant to N.J.S.A. 10:4-12; and

WHEREAS, it is recommended by the Director of Law that the Borough Council go into executive session to discuss matters set forth hereinafter which are permissible for discussion in executive session.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Tinton Falls that the Council shall go into executive session to discuss the following items:

1) **Potential Property Acquisitions or Sales** – N.J.S.A. 10:4-12(b)(5)

None

2) **Personnel Matters** – N.J.S.A. 10:4-12(b)(8)

None

3) **Contract Negotiations** – N.J.S.A. 10:4-12(b)(4) or (b)(7)

- a. Contract negotiations with PBA Local 251 (Superior Officers Association)
- b. Contract negotiations with Chief of Police

4) **Litigation/Potential Litigation** – N.J.S.A. 10:4-12(b)(7)

None

Mr. Pak offered a motion to approve Resolution R-19-204 to enter Executive Session, seconded by Mr. Manginelli.

ROLL CALL

AYES: Ms. Fama, Mr. Manginelli, Mr. Pak, Mr. Siebert, Mr. Baldwin

NAYS: None

ABSENT: None

ABSTAIN: None

Council President Baldwin advised that at this time Council would move into Executive Session at 8:10 PM

Council President Baldwin advised that Council was back on the record at 9:20 PM

Council President Baldwin asked Mr. Starkey for a brief summary of the Executive Session.

Mr. Starkey advised that Executive Session discussions were limited to two matters which included contract negotiations with PBA Local 251, Tinton Falls Superior Officers Association; as well as contract negotiations with the Chief of Police. The Council reserves the right to take action.

RESOLUTIONS

Ms. Hesler read Resolution R-19-205 entitled: **RESOLUTION AUTHORIZING EXECUTION OF NEW COLLECTIVE BARGAINING AGREEMENT WITH TINTON FALLS SUPERIOR OFFICERS ASSOCIATION**

Mr. Siebert offered a motion to approve Resolution R-19-205, seconded by Mr. Pak

ROLL CALL

AYES: Ms. Fama, Mr. Pak, Mr. Siebert, Mr. Baldwin

NAYS: None

ABSENT: Mr. Manginelli *

ABSTAIN: None

Mr. Manginelli returned to the Regular Meeting

**REGULAR MEETING
DECEMBER 3, 2019
BOROUGH COUNCIL**

R-19-205 RESOLUTION AUTHORIZING EXECUTION OF NEW COLLECTIVE BARGAINING AGREEMENT WITH TINTON FALLS SUPERIOR OFFICERS ASSOCIATION

WHEREAS, negotiations were instituted by and between the Borough of Tinton Falls and the PBA Local 251 (Tinton Falls Superior Officers Association) to establish terms and conditions of a Collective Bargaining Agreement for the period of January 1, 2018 through December 31, 2021; and

WHEREAS, said negotiations have resulted in a proposed Memorandum of Agreement, with terms that modify the prior Collective Bargaining Agreement, which has been ratified by a majority of the members of Tinton Falls Superior Officers Association, in the form attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Tinton Falls in the County of Monmouth, State of New Jersey that the Memorandum of Agreement with PBA Local 251 (Tinton Falls Superior Officers Association) for the period of January 1, 2018 through December 31, 2021 is hereby ratified in the form annexed hereto.

Ms. Hesler read Resolution R-19-206 entitled: **RESOLUTION AUTHORIZING EXECUTION OF EMPLOYMENT AGREEMENT WITH CHIEF OF POLICE**

Mr. Pak offered a motion to approve Resolution R-19-206, seconded by Mr. Siebert

ROLL CALL

AYES: Ms. Fama, Mr. Manginelli, Mr. Pak, Mr. Siebert, Mr. Baldwin

NAYS: None

ABSENT: None

ABSTAIN: None

R-19-206 RESOLUTION AUTHORIZING EXECUTION OF EMPLOYMENT AGREEMENT WITH CHIEF OF POLICE

WHEREAS, negotiations were instituted by and between the Borough of Tinton Falls and the Chief of Police over the terms of a new employment agreement, for the period January 1, 2020 through December 31, 2021; and

WHEREAS, said negotiations have resulted in terms and conditions as set forth in the attached proposed Employment Agreement between the Borough of Tinton Falls and John Scrivanic as Chief of Police;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Tinton Falls in the County of Monmouth, State of New Jersey that the Employment Agreement between the Borough of Tinton Falls and John Scrivanic as Chief of Police, for the period of January 1, 2020 through December 31, 2021, in the form attached hereto as Exhibit A, is hereby ratified.

ADJOURNMENT

Mr. Pak offered a motion to adjourn, seconded by Mr. Manginelli.

ROLL CALL

AYES: All in Favor

NAYS: None

ABSENT: None

ABSTAIN: None

TIME: 9:22 PM

Respectfully Submitted,

Melissa A. Hesler, Borough Clerk

APPROVED AT A MEETING HELD ON: