

*If you have any questions regarding this agenda, please contact the Borough Clerk at 732-542-3400 x260 or boroughclerk@tintonfalls.com*



**Borough of Tinton Falls  
Council Meeting-Courtroom  
556 Tinton Avenue  
Tinton Falls, NJ 07724**

**AGENDA  
BOROUGH COUNCIL  
REGULAR MEETING  
MAY 02, 2023**

**Executive Session to begin at 6:30 PM  
Regular Meeting to begin at 7:30 PM**

**Notice: Please silence your cell phones. If you need to make a call, kindly make your call outside of the meeting room.**

**CALL TO ORDER**

Open Public Meeting Statement: Call to Order – 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 New Coaster at Least 48 Hours Prior to the Meeting and filing with the Borough Clerk all on December 20, 2022

**ROLL CALL - Executive Session**

**EXECUTIVE SESSION** (if applicable)

**1. R-23-083 Executive Session Resolution**

**ROLL CALL - Regular Meeting**

**SALUTE TO FLAG**

**APPROVAL OF MINUTES**

**2. April 4, 2023 Regular Meeting Minutes**

**REPORT OF MAYOR/COUNCIL/ADMINISTRATION**

**3. Promotional Oaths of Office - Borough of Tinton Falls Police Department  
*Michael Volker - Patrolman***

**ORDINANCES FOR INTRODUCTION**

**ORDINANCES FOR FINAL CONSIDERATION**

**4. 2023-1501 An Ordinance Amending Section 7-3.4 Of The Borough Code To Designate Tornillo Way And Tormee Drive As No Parking Streets - This ordinance amends section 7-3.4 of the Borough code to add Tornillo Way And Tormee Drive as a no parking streets.**

**PUBLIC DISCUSSION**

**MISCELLANEOUS BUSINESS FOR THE GOOD OF THE ORDER**

**RESOLUTIONS**

**CONSENT AGENDA**

**5. R-23-072 Resolution Requesting Approval Of Items Of Revenue And Appropriation – NJSA 40A:4-87- This resolution requests approval from the Division of Local Government Services to allow for insertion of a special item of revenue into the 2023 budget. Said revenue is now available from the State of NJ DEP Stormwater Grant.**

- 6. R-23-073 Resolution Approving the 2022 LOSAP Certification List for Qualification of Tinton Falls EMS Squads North and South** - *An annual certification of a full list of volunteer members who have qualified for credit by their respective emergency service organization for the year 2022 is submitted to the Plan Administrator for the Borough, who certifies review of the list and approval by resolution for this program.*
- 7. R-23-074 Resolution Authorizing Purchase Under State Contract- Public Works** - *Authorizes purchase under State Contract of one (1) 2023 Ford F450 for use by the Department of Public Works in the amount of \$93,048.*
- 8. R-23-075 Community Development Block Grant Resolution Authorizing The Mayor And Clerk To Execute A Project Agreement With Monmouth County For Performance And Delivery Of Fiscal Year 2021 Community Development Projects** - *This resolution authorizes the execution of a Project Agreement with the County of Monmouth, for the Wardell Road Sidewalk, Curb & Drainage Improvements project.*
- 9. R-23-076 Community Development Block Grant Resolution Authorizing The Mayor To Sign A Certification Prohibiting The Use Of Excessive Force And A Certification Prohibiting The Use Of Federal Funds For Lobbying** -*This resolution authorizes the Mayor to sign the Certification Prohibiting Excessive Force/Lobbying.*
- 10. R-23-077 Resolution Authorizing The Mayor And Municipal Clerk To Execute The FY2023-2026 Agreement with Monmouth County For Cooperative Participation In The Community Development Program Pursuant To The Interlocal Services Act** - *Authorizes the Mayor and Clerk to execute an agreement for continuation of the Community Development Block Grant Program for the Fiscal Years 2023-2026.*
- 11. R-23-078 Resolution Refunding 2023 1st Quarter Tax Overpayments – Various Properties -\$4,046.73** -*The Tax Collector has certified that a refund is due in the amount of \$4,046.73 as a result of an overpayment of 2023 1st quarter.*
- 12. R-23-079 Resolution Refunding 2022 3rd & 4th Quarter Tax Overpayments – Block 129.07 Lot 48 - \$2,583.37**- *Refund of tax overpayments for the 2022 third and fourth quarters taxes by property owner and mortgage company in the amount of \$2,583.37 as Certified by the Borough Tax Collector.*
- 13. R-23-080 Resolution Refunding Sewer Overpayment - Block 76.02 Lot 78 - \$200.00** - *Refund of 2023 first installment sewer bill which was paid in error by the homeowner.*
- 14. R-23-081 Resolution Refunding Woodchip Delivery Fee- Tunnicliffe - \$25.00**- *The Director of Public Works recommends refund of the fee related to the delivery of woodchips because woodchips were not available for delivery at the time of payment.*
- 15. R-23-082 Resolution Authorizing Approval of Bills \$6,396,854.78**

#### **ADJOURNMENT**

Items on the Borough Council Agenda are subject to change at any time prior to and during this meeting.

**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)

Discussion – Internal Personnel

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

Discussion – Contract with EMS South

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

None

\_\_\_\_\_  
John Manginelli, Council President

**BOROUGH OF TINTON FALLS COUNCIL**

<b>Council Member</b>	<b>Moved</b>	<b>Second</b>	<b>Ayes</b>	<b>Nays</b>	<b>Absent</b>	<b>Abstain</b>
Ms. Buckley						
Mrs. Clay						
Dr. Dobrin						
Mr. Nesci						
Mr. Manginelli						

**CERTIFICATION**

I, Michelle Hutchinson, Borough Clerk of the Borough of Tinton Falls, hereby certify the foregoing to be a true copy of a resolution adopted by the Tinton Falls Borough Council at their meeting held May 2, 2023.

WITNESS, my hand and the seal of the Borough of Tinton Falls this 2<sup>nd</sup> day of May 2023.

\_\_\_\_\_  
Michelle Hutchinson  
Borough Clerk

**BOROUGH OF TINTON FALLS  
MONMOUTH COUNTY  
NEW JERSEY**

**ORDINANCE NO. 2023-1501**

**AN ORDINANCE AMENDING SECTION 7-3.4 OF THE BOROUGH CODE TO DESIGNATE  
TORNILLO WAY AND TORMEE DRIVE AS NO PARKING STREETS**

**BE IT ORDAINED** by the Borough Council of the Borough of Tinton Falls as follows:

**SECTION 1.** Section 7-3.4 of the Borough Code, entitled “Parking Prohibited At All Times on Certain Streets,” is hereby amended to add the following streets, in an appropriate alphabetical location in the Section:

**§7-3.4 Parking Prohibited At All Times on Certain Streets.**

<u>Name of Street</u>	<u>Side</u>	<u>Location</u>
Tormee Drive	Both	Entire length
Tornillo Way	Both	Entire length

**SECTION 2.** Upon the effective date of this Ordinance, the Department of Public Works is authorized and directed to install signage on Tormee Drive and Tornillo Way, as appropriate to give effect to this Ordinance.

**SECTION 3.** All Ordinances or parts of Ordinances inconsistent with this Ordinance, to the extent of such inconsistencies only, be and the same hereby are repealed.

**SECTION 4.** This Ordinance shall take effective immediately upon final passage and publication as provided by law.

Introduced: April 18, 2023.

Adopted:

\_\_\_\_\_  
JOHN MANGINELLI  
COUNCIL PRESIDENT

\_\_\_\_\_  
VITO PERILLO  
MAYOR

ATTEST:

\_\_\_\_\_  
MICHELLE HUTCHINSON  
BOROUGH CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
KEVIN N. STARKEY, ESQ.  
DIRECTOR OF LAW

**RESOLUTION REQUESTING APPROVAL OF ITEMS OF REVENUE  
AND APPROPRIATION – NJSA 40A:4-87**

**WHEREAS**, NJSA 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount was not determined at the time of the adoption of the budget; and

**WHEREAS**, the Director may also approve the insertion of an item of appropriation for equal amount,

**NOW, THEREFORE, BE IT RESOLVED**, that the Borough Council of the Borough of Tinton Falls in the County of Monmouth, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2023 in the sum of \$25,000, which is now available from the NJ DEP Stormwater Grant.

**BE IT FURTHER RESOLVED**, that the like sum of \$25,000 is hereby appropriated under the caption of NJ DEP Stormwater Grant; and

**BE IT FURTHER RESOLVED**, that the electronic special item of revenue resolution submittal form be filed with the Division of Local Government Services.

\_\_\_\_\_  
John Manginelli, Council President

**BOROUGH OF TINTON FALLS COUNCIL**

<b>Council Member</b>	<b>Moved</b>	<b>Second</b>	<b>Ayes</b>	<b>Nays</b>	<b>Absent</b>	<b>Abstain</b>
Ms. Buckley						
Mrs. Clay						
Dr. Dobrin						
Mr. Nesci						
Mr. Manginelli						

**CERTIFICATION**

I, Michelle Hutchinson, Borough Clerk of the Borough of Tinton Falls, hereby certify the foregoing to be a true copy of a resolution adopted by the Tinton Falls Borough Council at their meeting held May 2, 2023.

WITNESS, my hand and the seal of the Borough of Tinton Falls this 2nd day of May, 2023

\_\_\_\_\_  
Michelle Hutchinson  
Borough Clerk

**RESOLUTION APPROVING THE 2022 LOSAP CERTIFICATION LIST FOR QUALIFICATION OF  
TINTON FALLS EMS SQUADS NORTH AND SOUTH**

**WHEREAS**, pursuant to N.J.S.A. 40A:14-191 and N.J.A.C. 5:30-14.10(b), emergency service organizations participating in a Length of Service Awards Program (LOSAP) shall annually certify to the sponsoring agency a list of all volunteer members who have qualified for credit for the previous year; and

**WHEREAS**, the certification shall be based on records maintained by the emergency service organization in accordance with the sponsoring agency's adopted point system; and

**WHEREAS**, the required certification has been presented by the Tinton Falls EMS Squads North and South to the sponsoring agency, the Borough of Tinton Falls; and

**WHEREAS**, the Local Plan Administrator has reviewed the annual list, requested supporting documentation from Tinton Falls EMS Squads North and South as necessary to substantiate the information provided, and is satisfied that the list is complete and accurate; and

**NOW, THEREFORE BE IT RESOLVED**, by the Borough Council of the Borough of Tinton Falls, that the certified lists of volunteer members of the Tinton Falls EMS Squads North and South who have qualified for credit under LOSAP for year 2022 is hereby approved; and

**BE IT FURTHER RESOLVED**, that the approved certification list shall be posted at the office of the Borough Clerk, and at the facility of the Tinton Falls EMS Squads North and South, for a period of 30 days to allow sufficient time for membership review.

\_\_\_\_\_  
John Manginelli, Council President

**BOROUGH OF TINTON FALLS COUNCIL**

<b>Council Member</b>	<b>Moved</b>	<b>Second</b>	<b>Ayes</b>	<b>Nays</b>	<b>Absent</b>	<b>Abstain</b>
Ms. Buckley						
Mrs. Clay						
Dr. Dobrin						
Mr. Nesci						
Mr. Manginelli						

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\_\_\_\_\_  
Michelle Hutchinson  
Borough Clerk

**RESOLUTION AUTHORIZING PURCHASE UNDER STATE CONTRACT**

**WHEREAS**, the Tinton Falls Department of Public Works is in need of one (1) 2023 Ford F450 Chassis Cab Crew Cab 4 x 4; and

**WHEREAS**, Winner Ford, 250 Berlin Road, Cherry Hill, NJ 08034 has a valid NJ State Contract #A88726, T210 for one (1) 2023 Ford F450 Chassis Cab Crew Cab 4 x 4 for a total purchase price in the amount of \$93,048; and

**WHEREAS**, this purchase is permitted under 40A:11-12, the New Jersey State Cooperative Purchasing Program; and

**WHEREAS**, Mark Shaffery, Director of Public Works recommends this purchase;

**NOW, THEREFORE, BE IT RESOLVED** that the Borough Council authorizes the following purchase under the valid 2023 NJ State Contract:

- (1) One 2023 Ford F450 Chassis Cab Crew Cab 4 x 4

I hereby certify funds are available from: Capital Imp. Bldg. Maint. Truck

\_\_\_\_\_  
Thomas P. Fallon, Chief Financial Officer

\_\_\_\_\_  
John Manginelli, Council President

**BOROUGH OF TINTON FALLS COUNCIL**

<b>Council Member</b>	<b>Moved</b>	<b>Second</b>	<b>Ayes</b>	<b>Nays</b>	<b>Absent</b>	<b>Abstain</b>
Ms. Buckley						
Mrs. Clay						
Dr. Dobrin						
Mr. Nesci						
Mr. Manginelli						

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\_\_\_\_\_  
Michelle Hutchinson  
Borough Clerk

**COMMUNITY DEVELOPMENT BLOCK GRANT RESOLUTION AUTHORIZING THE MAYOR  
AND CLERK TO EXECUTE A PROJECT AGREEMENT WITH MONMOUTH  
COUNTY FOR PERFORMANCE AND DELIVERY OF FISCAL YEAR 2021  
COMMUNITY DEVELOPMENT PROJECTS**

**WHEREAS**, certain federal funds are potentially available to Monmouth County under the Housing and Community Development Act of 1974, as amended; and

**WHEREAS**, the County of Monmouth expects to receive an allocation for Fiscal Year 2021 from the United States Department of Housing and Urban Development; and

**WHEREAS**, the County of Monmouth has submitted its Annual Plan for Fiscal Year 2021 to the U.S. Department of Housing and Urban Development, which included a project hereinafter referred to as Wardell Road Sidewalk, Curb and Drainage Improvements with a grant allocation of \$161,000.00.

**WHEREAS**, the Borough of Tinton Falls hereby met all the requirements for the release of funds to begin incurring costs for this project; and

**WHEREAS**, the Borough of Tinton Falls has filed with the Monmouth County Community Development Program an acceptable timetable for completion and expenditure of grant funds, which is included as an appendix to the Project Agreement.

**NOW, THEREFORE, BE IT ORDAINED**, that the Mayor and Municipal Clerk are hereby authorized to execute with the County of Monmouth the attached Project Agreement on behalf of the Borough of Tinton Falls.

\_\_\_\_\_  
John Manginelli, Council President

**BOROUGH OF TINTON FALLS COUNCIL**

<b>Council Member</b>	<b>Moved</b>	<b>Second</b>	<b>Ayes</b>	<b>Nays</b>	<b>Absent</b>	<b>Abstain</b>
Ms. Buckley						
Mrs. Clay						
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Mr. Nesci						
Mr. Manginelli						

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WITNESS, my hand and the seal of the Borough of Tinton Falls this 2<sup>nd</sup> day of May, 2023.

\_\_\_\_\_  
Michelle Hutchinson  
Borough Clerk





*Sponsored By:*

**Monmouth County Board of County Commissioners**

Thomas A. Arnone, Director

Nick DiRocco, Deputy Director

Lillian G. Burry

Susan M. Kiley

Ross F. Licitra

DIVISION OF PLANNING  
OFFICE OF COMMUNITY DEVELOPMENT

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

**PROJECT AGREEMENT**

PROJECT TITLE: Wardell Road Sidewalk,  
Curb and Drainage  
Improvements

SUB-RECIPIENT: Borough of Tinton Falls

PROJECT NUMBER: G-14-56-892-

ALLOCATION: \$161,000.00

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the MONMOUTH COUNTY BOARD OF COUNTY COMMISSIONERS (hereinafter referred to as the "COUNTY") and **Borough of Tinton Falls**, hereinafter referred to as the "SUB-RECIPIENT").

WHEREAS, the COUNTY has applied for and received grant funds from the U.S. Department of Housing and Urban Development under Title I of the Housing and Urban-Rural Recovery Act of 1983, as amended, and

WHEREAS, the Sub-Recipient has submitted a written proposal to the Office of Community Development, (hereinafter referred to as the "Community Development Program") and the COUNTY to perform the services as set forth in the scope of services for a project entitled **Wardell Road Curb, Sidewalk and Drainage Improvements** in accordance with provisions of this Agreement, the General and Specific Assurances and all other documents hereto:

NOW, THEREFORE, in consideration of the mutual promises and other conditions, covenants, and obligations made and agreed to between the parties, it is hereby agreed as follows:

I. **SCOPE OF SERVICES**

The Sub-Recipient will be responsible for the administration of a project entitled **Wardell Road Curb, Sidewalk and Drainage Improvements** and will utilize \$161,000.00 . Funds available under this Agreement will be applied toward the following specific PROJECT:

CDBG funds will be used construction of a sidewalk and curb and ADA Improvements.

LOCATION: Wardell Road

II. **COUNTY - SUB-RECIPIENT RELATIONSHIP**

The Sub-Recipient will direct all communication concerning this agreement to the County of Monmouth, Office of Community Development, Hall of Records Annex, One East Main Street, Freehold, New Jersey 07728-1255, and will file all documents as required. The COUNTY and the Sub-Recipient agree to revise this agreement and the attached budget and project site location as may be necessary.

The Sub-Recipient hereby designates Charles Terefenko to be the project liaison for the **Borough of Tinton Falls**. Should the designated individual change, for any reason, the Sub-Recipient hereby agrees to notify the Community Development Program immediately.

III. **PROJECT PERFORMANCE**

- A. The services of the Sub-Recipient shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, 2023 and shall terminate no later than the \_\_\_\_\_ day of \_\_\_\_\_, 2024.
- B. Schedule A, attached and incorporated hereto provides the "time of essence" deadlines related to the completion of the Project that shall not exceed 18 months from the issuance of a Clearance Letter.
- C. The Sub-Recipient may upon written notice to the Office of Community Development, request a project extension to complete the Project. The granting of an extension is in the sole discretion of the County.

IV. **COMPENSATION**

It is expressly agreed and understood that the total compensation to be paid by the COUNTY under this agreement for the above services shall not exceed \$161,000.00 .

V. **METHOD OF PAYMENT**

The COUNTY agrees to pay the Sub-Recipient under the Direct Payment method. In other words, upon the incurring of eligible costs relative to the project, the Sub-Recipient shall submit to the Program the necessary documentation *prior* to making the payment themselves. The Sub-Recipient hereby agrees to abide by the rules and regulations set forth for the payment of all project costs. The COUNTY agrees to pay for project costs in an amount not to exceed the amount set forth in Paragraph (IV) upon the submission of a bonafide County voucher together with the information necessary to document the bill submitted for payment.

VI. **TERMS AND CONDITIONS**

This agreement is subject to and incorporates all of the terms and conditions, including the following:

A. **EQUAL OPPORTUNITY**

The Sub-Recipient shall incorporate the requirements of Paragraph (1) of this section in all of its contracts for program work, except contracts governed by Paragraph (2) of this section, and will require all of its contractors for such work to incorporate such requirements in all subcontracts for program work.

1. Projects and Contracts not subject to Executive Order 11246, as amended.

The Sub-Recipient agrees that if any projects under this Agreement are not subject to Executive Order 11246, as amended, then the Sub-Recipient shall not discriminate against any employee, or applicant for employment, because of race, color, religion, sex or national origin. The Sub-Recipient shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin.

Such actions, shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination, including apprenticeship. The Sub-Recipient shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Sub-Recipient shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

2. In regard to contracts subject to Executive Order 11246, as amended, the Sub-Recipient agrees as follows:
  - a. The Sub-Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Sub-Recipient will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such actions shall include, but not limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay, or other forms of compensation; and selection for training including apprenticeship. The Sub-Recipient agrees to post in

conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provision of this nondiscrimination clause.

- b. The Sub-Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- c. The Sub-Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement, or other agreement or understanding, a notice to be provided by the contract compliance officer, advising the said labor union or workers' representative of the Sub-Recipient commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Sub-Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- e. The Sub-Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Sub-Recipient's noncompliance with the nondiscrimination clauses of the agreement, or with any such rules, regulations or orders, this Agreement may be canceled, terminated or suspended, in whole or in part, and the Sub-Recipient may be declared ineligible for further government agreements or federally assisted construction agreement procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Sub-Recipient will include the portion of the sentence immediately preceding Paragraph (a) and the provisions of Paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Sub-Recipient will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Sub-Recipient becomes involved in, or is threatened with, litigation with a contractor or vendor as a result of such direction by the Department, the Sub-Recipient may request the United States to enter into such litigation to protect the interest of the United States.

#### **B. ARCHITECTURAL COMPLIANCE**

The Sub-Recipient agrees to comply with the requirements of the Americans with Disabilities Act of 1990, in so far as it applies to the performance of this Agreement.

#### **C. HATCH ACT**

The Sub-Recipient agrees that no funds provided under this Agreement nor any personnel employed in the administration of this Agreement, shall be in any way or to any extent engaged in the conduct of the political activities in contravention of Chapter 15 Title V, United States Code.

**D. COMPLIANCE WITH AIR AND WATER ACTS**

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857, et. seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et. seq., and the Regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time. In compliance with said regulations, the Grantee shall cause or require to be inserted in full in all contracts or subcontracts with respect to any nonexempt transaction thereunder funded with assistance provided under this Agreement, the following requirements.

1. That it will enter into a stipulation with any contractor that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the list of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15:20.
2. The Sub-Recipient agrees to comply with all of the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
3. The Sub-Recipient will notify the Monmouth County Community Development Office promptly if the Director of the Office of Federal Activities, EPA, notifies them that a facility to be utilized under this agreement is, or is to be, listed on the EPA List of Violating Facilities.
4. The Sub-Recipient agrees that he will include, or cause to be included, the criteria and requirements in Paragraph (1) through Paragraph (4) of this section in every nonexempt subcontract and requiring that the contractor will take such action as the government may direct as a means of enforcing such provisions. In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113 (c) (1) of the Clean Air Act or Section 309 (c) of the Federal Water Pollution Control Act.

**E. COMPLIANCE WITH SECTION 3**

The Sub-Recipient agrees to comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701) as amended, the HUD regulation issued pursuant hereto at 24 CFR Part 135, and any applicable rules and orders of HUD issued thereunder prior to the HUD authorization of the Funding Approval.

The Sub-Recipient shall cause or require to be inserted in full in all contract and subcontracts for work financed in whole or in part with assistance provided under this Agreement, the Section 3 clause set forth in 24 CFR 135.38 as follows:

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u

(section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD-assisted projects covered by Section 3, shall, to be the greatest extent feasible, be directed to low and very low- income persons, particularly persons who are recipients of HUD assistance for housing.

2. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
7. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Act (25 U.S. C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section and section 7(b) agree to comply with section to the maximum extent feasible, but not in derogation of compliance with section 7(b).

#### **F. FLOOD INSURANCE PROTECTION**

The Sub-Recipient agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L. 930234). No portion of the assistance provided under this Agreement is approved for

acquisition or construction purposes as defined under Section 3 (a) of said Act, for use in an area identified by the Secretary as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance program pursuant to Section 201 (d) of said Act, and the use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities than participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements of Section 102 (a) of said Act.

Any contract or agreement for the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et. seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102 (a) of the Flood Disaster Protection Act of 1973. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

#### **G. LEAD-BASED PAINT HAZARDS**

The Sub-Recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this agreement, shall be subject to HUD Lead-based Paint regulations, 24 CFR Part 35, and in particular Part B of said regulations. The Sub-Recipient shall be responsible for the inspections and certification required under Section 35.14 (f) thereof.

#### **H. NON-DISCRIMINATION UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and HUD regulations with respect thereto, including the regulations under 24 CFR Part I. In regard to the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this agreement, the Sub-Recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination upon the basis of race, color, religion, sex, or national origin, in the sale, lease or rental, or in the use of occupancy of such land, or in any improvements erected or to be created thereon, providing that the County and the United States are beneficiaries of and entitled to enforce such covenants. The Sub-Recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

#### **I. COMPLIANCE WITH TITLE VIII OF THE CIVIL RIGHTS ACT**

This Agreement is subject to the requirements of Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) as amended. The Sub-Recipient, in regard to the administering of all programs and activities relating to housing and community development funded by this Agreement, will do so in a manner to affirmatively further fair housing and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services within the Sub-Recipient's jurisdiction.

#### **J. COMPLIANCE WITH SECTION 109**

The Sub-Recipient will comply with Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR 570.61), which

provides that no person in the United States shall, on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or project funded in whole or part with Title I funds.

**K. USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUB-RECIPIENT**

Assistance under this part shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any contractor or sub-recipient during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR Part 24.

**L. COMPLIANCE WITH EXECUTIVE ORDER 11063**

The Sub-Recipient will comply with Executive Order 11063 for equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance.

**M. OBLIGATIONS OF SUB-RECIPIENT WITH RESPECT TO CERTAIN THIRD PARTY RELATIONSHIPS**

The Sub-Recipient shall remain fully obligated under the provisions of the Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the program with respect to which assistance is being provided under this Agreement to the Sub-Recipient. Any party which is not the Sub-Recipient shall comply with all lawful requirements of the Sub-recipient necessary to insure that the program with respect to which assistance is being provided under this Agreement to the Sub-Recipient is carried out in accordance with the Sub-Recipient's assurances and certifications, to the County.

**N. WORKER'S COMPENSATION**

The Sub-Recipient shall provide Workmen's Compensation Insurance Coverage for all employees involved with the performance of this Agreement.

**O. AFFIRMATIVE ACTION**

The Sub-Recipient agrees that it shall be committed to and carry out an affirmative action program in keeping with the principles as provided in the President's Executive Order 11246.

**P. COMPLIANCE WITH FEDERAL REGULATIONS**

The Sub-Recipient agrees to comply with all federal regulations governing the grant of money under which this Agreement is made available as they apply as of the date of the Agreement, and as such regulations may be amended by the federal government or agencies.

**Q. COMPLIANCE WITH SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT**

The Sub-Recipient agrees that prior to approval of the expenditure of funds, shall take into account the effect of the undertaking on any district, site, building, structure or object that is included or eligible for inclusion to the National Register. The County shall afford the Advisory Council and the State Historic Preservation Officer a reasonable opportunity to comment with regard to such undertaking.



**R. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES**

The Sub-Recipient and its agencies or assigns shall comply with the policies, guidelines, and requirements of OMB Circular 2 CFR 200 (implemented at 24 CFR Part 44), as applicable, as they relate to the acceptance and use of Federal funds under this part. The application sections of OMB Circular 2 CFR 200 are set forth at Section 570.502.

**S. STANDARDS APPLICABLE TO REAL PROPERTY ACQUIRED OR IMPROVED IN WHOLE OR IN PART WITH CDBG FUNDS**

The following standards apply to real property acquired or improved in whole or in part using CDBG funds that are within the control of the municipality:

1. The municipality must notify the county in a timely manner of any modifications or change in the use of real property from that planned at the time of acquisition of the improvement including disposition;
2. The municipality shall reimburse the county an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds) of property acquired or improved with CDBG funds that is sold or transferred for a use which does not qualify under CDBG regulations; and
3. Program income generated from disposition or transfer of property prior to or subsequent to close-out, change of status or termination of the cooperation agreement between the county and the municipality shall be paid to the county.

**VII. TERMINATION**

**A. TERMINATION OF AGREEMENT FOR CAUSE**

If, through any cause, the Sub-Recipient shall fail to fulfill in a timely and proper manner his/her obligations under this Agreement, or if the Sub-Recipient shall violate any of the covenants, agreements, or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Sub-Recipient of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finishes or unfinished documents, data studies surveys, drawings, maps, models, photographs, and reports shall at the option of the County, become its property, and the Sub-Recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination. Upon termination of this Agreement any unexpended funds shall revert to the Program for re-distribution.

**B. TERMINATION FOR CONVENIENCE**

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph (A) above shall at the option of the County become its property. Upon termination of this Agreement, any unexpended funds shall be subject to the terms and conditions of this Agreement and the Monmouth County Community Development Program's Deobligation and Reprogramming and all other Program policies, as applicable.

### VIII. CHANGES

The County may, from time to time, require changes in the scope of services of the Sub-Recipient to be performed hereunder. Such changes, including any increase or decrease in the amount of the Sub-Recipient's compensation, which are mutually agreed upon by and between the County and the Sub-Recipient shall be incorporated in written amendments to this Agreement.

### IX. INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF THE SUB-RECIPIENT

No member, officer or employee of the Sub-Recipient, or its designate or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement. The Sub-Recipient shall incorporate, or cause to incorporate, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

### X. INTEREST OF CERTAIN FEDERAL OFFICIALS

No member of or delegate to the Congress of the United States of America, and no Resident Commissioner, shall be admitted to any share or part of the Agreement or to any benefit to arise from the same.

### XI. COPYRIGHT

If this Agreement results in any book or other copyrightable material, the author or County is free to copyright the work, but the Federal grantor agency will have the right of royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for government purposes.

### XII. AUDITS AND INSPECTIONS

Each Sub-Recipient shall establish and maintain sufficient records to enable the County to determine whether the Sub-Recipient has met the Community Development regulations as set forth in the COUNTY OF MONMOUTH'S COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBRECIPIENT MONITORING MANUAL, which is attached to and made a part hereof. At any time during the normal business hours, and as often as the County may deem necessary, there shall be made available to the County or to the Federal government for examination, all of the Sub-recipient's records with respect to all matters covered by this Agreement. The Sub-Recipient will permit the County and the Federal government to audit, examine and make excerpts or transcripts.

The Sub-Recipient must submit two copies of its yearly municipal audit report to the Community Development Program upon its availability. The Sub-Recipient is required to adhere to the Single Audit requirements promulgated by the Federal government.

### XIII. COMPLIANCE WITH LOCAL LAWS AND HOLD HARMLESS

The Sub-Recipient agrees to comply with all local laws and statutes of the State of New Jersey and further agrees to hold the County harmless from any and all suits, claims, or actions arising out of the performance of this Agreement.

**XIV. PROHIBITION AGAINST PAYMENTS OF BONUS OR COMPENSATION**

The Assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Urban-Recovery Act of 1983, as amended, or HUD regulations with respect thereto; provided, however, that reasonable fees or bonafide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

**XV. SUBCONTRACTS**

The Sub-Recipient agrees that it shall be committed to and carry out an affirmative action program in keeping with the principles as provided in the President's Executive Order 111246.

**XVI. PROGRAM INCOME**

- A. Program Income is any gross income received by a Sub-Recipient directly generated from the use of CDBG funds, as further defined in 24 CFR 570.500. When program income is generated by an activity that is only partially assisted with CDBG funds the income shall be provided to reflect the percentage of CDBG funds used. All program income, including any interest earned on grant funds shall be returned to County.
- B. However, program income may be used for an eligible activity provided that the amount specified first be returned to the County and after a new proposal describing the eligible activity and a new scope of services have been submitted to and approved by the County. As in all other applications, a new contract shall be executed to cover the new scope of services. Recipients shall record the receipt and expenditures of revenues related to the program (such as taxes, special assessment, levies, fines, etc.) as part of the program transactions. A copy of these records shall be submitted to the County upon preparation. Any Program Income on hand when the agreement expires, or received after the agreement's expiration, shall be paid to the County as required by 570.503 (b) (8).

**XVII. REVERSION OF ASSETS**

Upon the expiration of the within agreement, the Sub-Recipient shall transfer to the County any CDBG funds on hand at the time of the expiration and any accounts receivable attributable to the use of CDBG funds. In addition, the Sub-Recipient shall transfer and return to the County any equipment and unutilized supplies purchased by use of CDBG funds. Any real property under the Sub-Recipient's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 shall either:

- A. Be used to meet one of the national objectives contained in 24 CFR 570.900 until five years after the expiration of the agreement or such longer period as determined appropriate by the Sub-Recipient; or
- B. Be disposed of in a manner that results in the County being reimbursed in the amount of the fair market value of the property less any portion of such value attributable to non-CDBG funds for acquisition or improvement to the property. Reimbursement is not required after the five year period set forth in Paragraph A above.

**XVIII. RECORDS TO BE MAINTAINED**

Each Sub-Recipient shall establish and maintain the following records:

- A. **LOW/MOD BENEFIT** - Records demonstrating, for an activity determined to benefit low and moderate income persons, the income limits applied and the point in time when the benefit was determined.
- B. **AREA BENEFIT** - For an activity determined to benefit low and moderate income persons based on the area served by the activity, addresses of recipients or project locations that correspond to HUD eligible areas, as determined by the County.
- C. **LIMITED CLIENTELE** - For an activity involving a facility or service designed for use by a clientele consisting exclusively or predominantly of low and moderate income persons:
  - 1. Documentation establishing that the facility or service is designed for and used by senior citizens, handicapped persons, battered spouses, abused children, the homeless or illiterate persons, for which the regulations provide presumptive benefit to low and moderate income persons; or
  - 2. Documentation describing how the nature and/or location of the facility or service establishes that it is used predominantly by low and moderate income persons; or
  - 3. Data showing the size and annual income of the immediate family of each person receiving the benefit.
- D. **LOW/MOD HOUSING** - For an activity carried out for the purpose of providing or improving housing which is determined to benefit low and moderate income persons:
  - 1. A copy of written agreement with each landlord or developer receiving CDBG assistance indicating the total number of dwelling units in each multifamily structure assisted and the number of those units which will be occupied by low and moderate income households after assistance;
  - 2. For each unit occupied by a low and moderate income household, the size and income of the household;
  - 3. For rental housing only:
    - a. The rent charged (or to be charged) after assistance for each dwelling unit in each structure assisted; and
    - b. Information to show the affordability of units occupied (or to be occupied) by low and moderate income households pursuant to criteria established and made public by the Sub-Recipient.
- E. **CREATION OF JOBS** - For an activity determined to benefit low and moderate income persons based on the creation of jobs, the Sub-Recipient may provide the documentation described in either (1) or (2) below.
  - 1. Where the Sub-Recipient chooses to document that at least 51% of the jobs will be available to low and moderate income persons, documentation for each assisted business

shall include:

- a. A copy of a written agreement containing:
    - i. A commitment by the business that it will make at least 51% of the jobs available to low and moderate income persons and will provide training for any of those jobs requiring special skills or education;
    - ii. A listing by job title of the permanent jobs to be created indicating which jobs will be available to low and moderate income persons, which jobs are part-time, and which jobs require special skills or education; and
    - iii. A description of actions to be taken by the grantee and business to ensure that low and moderate income persons receive first consideration for those jobs.
  - b. A listing by job title of the permanent jobs filled, and which jobs were available to low and moderate income persons, and a description of how first consideration was given to such persons for those jobs;
  - c. A listing by job title of the permanent jobs to be created;
  - d. A listing by job title of the permanent jobs filled and which jobs were initially held by low and moderate income persons;
  - e. For each such low and moderate income person hired, the size and annual income of the person's immediate family prior to the person being hired for the jobs.
- F. JOB RETENTION - For each activity determined to benefit low and moderate income persons based on the retention of jobs:
1. Evidence that in the absence of CDBG assistance jobs will be lost;
  2. For each business assisted, a listing by job title of permanent jobs retained, indicating which of those jobs are part-time and (where it is known) which are held by low and moderate income persons at the time the CDBG assistance is provided. Where applicable, identification of any of the retained jobs (other than those known to be held by low and moderate income persons) which are projected to become available to low and moderate income persons through job turnover within two years of the CDBG assistance is provided. Information upon which the job turnover projections were based shall also be included in the record;
  3. For each retained job claimed to be held by a low and moderate income person, information on the size and annual income of the person's immediate family;
  4. For jobs claimed to be available to low and moderate income persons based on job turnover, a description covering the items required for "available to" jobs in paragraph E above; and
  5. Where jobs were claimed to be available to low and moderate income persons through turnover, a listing of each job which has turned over to date, indicating which of those jobs were either taken by, or available to, low and moderate income persons. For jobs

made available, a description of how first consideration was given to such persons for those jobs shall also be included.

- G. SLUM/BLIGHT (AREA BENEFIT) - For an activity determined to aid in the prevention or elimination of slums or blight based on addressing one or more of the condition which contributed to the deterioration of the designated area:
  - 1. The boundaries of the area; and
  - 2. A description of the conditions which qualified the area at the time of its designation.
- H. SLUM/BLIGHT (RESIDENTIAL REHABILITATION) - For a residential rehabilitation activity determined to aid in the prevention or elimination of slums or blight in a slum or blighted area:
  - 1. The local definition of "substandard";
  - 2. A pre-rehabilitation on inspection report describing the deficiencies in each structure to be rehabilitated; and
  - 3. Details and scope of CDBG assisted rehabilitation, by structure.
- I. SLUM/BLIGHT (SPOT) - For an activity determined to aid in the prevention or elimination of slums and blight based on the elimination of specific conditions of blight or physical decay not located in a slum or blighted area:
  - 1. A description of the specific condition of blight or physical decay treated; and
  - 2. For rehabilitation carried out under this category, a description of the specific conditions detrimental to public health and safety which were corrected.
- J. URGENT NEEDS - For an activity determined to meet a community development need having a particular urgency:
  - 1. The nature and degree of seriousness of the condition requiring assistance;
  - 2. Evidence that the recipient certified that the CDBG activity was designed to address the urgent need;
  - 3. Information on the timing of the development of the serious condition; and
  - 4. Evidence confirming that other financial resources to alleviate the need were not available.
- K. Records demonstrating that the recipient has met the conditions of eligibility of certain activities.
- L. Records demonstrating compliance with regulations regarding any change of use of real property acquired or improved with CDBG assistance.
- M. Records demonstrating compliance with Citizen Participation Plan.

- N. Records demonstrating compliance with requirements governing the development, adoption, dissemination and implementation of a local policy on displacement.
- O. Fair housing and equal opportunity records containing:
1. Documentation of any official actions the Sub-Recipient has taken to demonstrate its support for fair housing in the community.
  2. Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or part with CDBG funds.
  3. Documentation of any actions undertaken to assure equal employment opportunities to all persons regardless of race, color, national origin, sex or handicap in operating units funded in whole or in part by CDBG funds.
  4. Data indicating the race and ethnicity of households (and the gender of single heads of households) displaced as a result of CDBG funded activities, together with the address and census tract of the housing units to which each displaced household relocated.
  5. Documentation of actions undertaken relative to the hiring and training of lower income residents and the use of local businesses.
  6. Data indicating the racial/ethnic character of each business entity receiving a contract or subcontract of \$10,000 or more paid, or to be paid, with CDBG funds, including those which are women's business enterprises. The amount of the contract or subcontract, and documentation of affirmative steps taken to assure minority businesses and women's business enterprises are used when possible as sources of supplies, equipment, construction and services.

**XIX. RETENTION OF RECORDS**

Financial records, supporting documents, statistical records, and all other records pertinent to the administration of this agreement shall be retained by the Sub-Recipient for a period of three years except as follows:

- A. Records that are the subject of audit finding shall be retained for three years or until such audit findings have been resolved, whichever is later.
- B. Records for non-expendable property which was acquired with Federal Grant funds shall be retained for three years after its final disposition.
- C. Records for any displaced person shall be retained for three years after he has received final payment.

**XX. ENVIRONMENTAL REVIEW**

1. General - The environmental effects of each activity carried out with CDBG funds must be assessed in accordance with the provisions of the National Environmental Policy Act of 1969 (NEPA) and the related authorities listed in HUD's implementing regulations at 24 CFR parts 50 and 58.

2. Responsibility for Review - The County shall assume responsibility for environmental review, decision-making, and action for each activity that it carries out with CDBG funds, in accordance with the requirements imposed on a recipient under 24 CFR part 58. No funds may be committed to a CDBG activity or project before the completion of the environmental review, except as authorized by 24 CFR part 58.



WITNESS THEROF, the County and the Sub-Recipient have executed this Agreement of the date first above written.

ATTEST

MONMOUTH COUNTY BOARD  
OF COUNTY COMMISSIONERS

\_\_\_\_\_  
TAMARA BROWN, CLERK OF THE BOARD  
OF MONMOUTH COUNTY BOARD OF COUNTY  
COMMISSIONERS

BY: \_\_\_\_\_  
THOMAS A. ARNONE, DIRECTOR  
MONMOUTH COUNTY BOARD OF COUNTY  
COMMISSIONERS

\_\_\_\_\_  
DATE

ATTEST

SUB-RECIPIENT

BOROUGH OF TINTON FALLS

\_\_\_\_\_  
SIGNATURE OF WITNESS

BY: \_\_\_\_\_  
SIGNATURE OF EXECUTIVE DIRECTOR OR OFFICER

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

SCHEDULE A

Completion within 18 months (1 ½ years) of Clearance Letter

- 30 days must have engineer
- 45 days Proof of engineer (resolution from municipal governing body)
- 120 days must submit notice along with plans/specs
- 180 days Bid advertised
- 210 days must receive All Bids
- 255 days must award Bid
- 540 Days completion of project

**COMMUNITY DEVELOPMENT BLOCK GRANT RESOLUTION AUTHORIZING THE MAYOR  
TO SIGN A CERTIFICATION PROHIBITING THE USE OF EXCESSIVE FORCE AND  
A CERTIFICATION PROHIBITING THE USE OF FEDERAL FUNDS FOR LOBBYING**

**WHEREAS**, certain federal funds are potentially available to Monmouth County through the Housing and Community Development Act of 1974, as amended; and

**WHEREAS**, the United States Department of Housing and Urban Development has allocated funding to the County of Monmouth for Fiscal Year 2021; and

**WHEREAS**, the County is making some of these funds available to certain participating municipalities and non-profit agencies; and

**WHEREAS**, it is required that the Borough of Tinton Falls execute a Project Agreement with Monmouth County to undertake a project known as Wardell Road Sidewalk, Curb and Drainage Improvements and **WHEREAS**, the U.S. Department of Housing and Urban Development is requiring that the Mayor of the Borough of Tinton Falls sign additional certifications in order to receive these funds; and

**WHEREAS**, the Borough of Tinton Falls has adopted a policy prohibiting the use of excessive force by its law enforcement agency (police force) within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

**WHEREAS**, a copy of that policy is attached to and made part of this resolution.

**NOW, THEREFORE, BE IT ORDAINED**, that the Borough of Tinton Falls has met the conditions of receiving a Fiscal Year 2021 allocation by adopting a policy prohibiting the use of excessive force and by not using federal funds for lobbying or by disclosing that funds have been used for lobbying.

**BE IT FURTHER RESOLVED**, that the Mayor of the Borough of Tinton Falls is hereby authorized to sign the attached certifications which will become part of the Fiscal Year 2021 Project Agreement.

\_\_\_\_\_  
John Manginelli, Council President

**BOROUGH OF TINTON FALLS COUNCIL**

<b>Council Member</b>	<b>Moved</b>	<b>Second</b>	<b>Ayes</b>	<b>Nays</b>	<b>Absent</b>	<b>Abstain</b>
Ms. Buckley						
Mrs. Clay						
Dr. Dobrin						
Mr. Nesci						
Mr. Manginelli						

**CERTIFICATION**

I, Michelle Hutchinson, Borough Clerk of the Borough of Tinton Falls, hereby certify the foregoing to be a true copy of a resolution adopted by the Tinton Falls Borough Council at their meeting held May 2, 2023.

WITNESS, my hand and the seal of the Borough of Tinton Falls this 2<sup>nd</sup> day of May, 2023.

\_\_\_\_\_  
Michelle Hutchinson  
Borough Clerk

# TINTON FALLS POLICE DEPARTMENT STANDARD OPERATING PROCEDURE



## USE OF FORCE

**BY THE ORDER OF:**  
John A. Scrivanic, Chief of Police

**# OF PAGES:**  
16

**EFFECTIVE DATE:** 3-22-17

**ACCREDITATION STANDARDS:** 1.10.2, 3.3.1, 3.3.2, 3.3.3, 3.3.4

**PURPOSE** The purpose of this standard operating procedure is to maintain compliance with guidelines and directives promulgated by the New Jersey Attorney General, the Monmouth County Prosecutor, and existing statutory and case law.

**POLICY** It is the policy of the Tinton Falls Police Department that officers hold the highest regard for the dignity and liberty of all persons and place minimal reliance upon the use of force. This department respects and values the sanctity of human life and the application of deadly force is a measure to be employed only in the most extreme circumstances.

Police officers have been granted the extraordinary authority to use force when necessary to accomplish lawful ends. In situations where officers are justified in using force, the utmost restraint should be exercised. The use of force should never be considered routine. In determining whether to use force, officers shall be guided by the principle that the degree of force employed in any situation should be only that, which is reasonably necessary. Officers should exhaust all other reasonable means before resorting to the use of force. It is the policy of the State of New Jersey and the Tinton Falls Police Department that officers will use only that force that is objectively reasonable when force is necessary to accomplish lawful objectives.

This SOP reinforces the responsibility of officers to take those steps possible to prevent or stop the illegal or inappropriate use of force by other officers. Officers are required to take appropriate action in any situation where they are clearly convinced that other officers are using force in violation of state law or this SOP. Officers have a legal, moral and ethical obligation to report all situations in which force is used illegally by anyone. Officers are encouraged to do whatever they can to interrupt the flow of events before other agency officers do something illegal and before any official action is necessary.

Deciding to utilize force when authorized in the conduct of official responsibilities is among the most critical decisions made by officers. It is a decision that must be made quickly and under difficult, often unpredictable and unique circumstances. Officers whose actions are contrary to law and the provisions of this SOP may be subject to disciplinary action, up to and including criminal prosecution and/or termination.

## PROCEDURES

### I. DEFINITIONS

#### A. Use of Force Options:

1. Constructive authority does not involve actual physical contact with a subject, but involves the use of officers' authority to exert control over a subject.
  - a. Examples include verbal commands, gestures, warnings, and unholstering a weapon.
  - b. Pointing a firearm at a subject is an element of constructive authority to be used only in appropriate situations.
2. Physical contact involves routine or procedural contact with a subject necessary to effectively accomplish a legitimate law enforcement objective. Examples include, guiding a subject into an agency vehicle, holding the subject's arm while transporting, handcuffing a subject and maneuvering or securing a subject for a frisk.
3. Physical force involves contact with a subject beyond that which is generally utilized to affect an arrest or other law enforcement objective. Physical force is employed when necessary to overcome a subject's physical resistance to the exertion of an officer's authority or to protect persons or property. Examples include, wrestling a resisting subject to the ground, using wrist locks or arm locks, striking with the hands or feet, or other similar methods of hand-to-hand confrontation.
4. Mechanical force involves the use of some device or substance, other than a firearm, to overcome a subject's resistance to the exertion of an officer's authority. Examples include the use of a baton or other impact weapon, canine physical contact with a subject, or chemical or natural agent spraying.
5. Enhanced mechanical force Is an intermediate force option between mechanical force and deadly force requiring a greater level of justification than that pertaining to physical or mechanical force, but a lower level of justification than that required for the use of deadly force. Enhanced mechanical force is applied using less-lethal ammunition and/or a CED.
6. Deadly force is force which officers use with the purpose of causing, or which an officer knows to create a substantial risk of causing, death or serious bodily harm.
  - a. Purposely firing a firearm in the direction of another person or at a vehicle, building or structure in which another person is believed to be constitutes deadly force.
  - b. A threat to cause death or serious bodily harm, by the production of a weapon or otherwise, so long as the purpose is limited to creating an apprehension that deadly force will be used, if necessary, does not constitute deadly force.

- B. Chokehold is a weaponless control technique designed to interfere with the normal breathing of another by manually constricting his/her windpipe. Chokeholds are prohibited unless this SOP otherwise authorizes deadly force.
- C. Employee means any employee of the Tinton Falls Police Department, full or part time, sworn and non-sworn.
- D. Imminent danger describes threatened actions or outcomes that may occur during an encounter absent action by the officer. The period of time involved is dependent on the circumstances and facts evident in each situation and is not the same in all situations. The threatened harm does not have to be instantaneous. For example, imminent danger may be present even if a subject is not at that instant pointing a weapon at the officer, but is carrying a weapon and running for cover.
- E. Law enforcement officer (officer) is any person sworn to enforce the criminal laws of the State of New Jersey, who is certified by the Police Training Commission, or is currently employed by a public safety agency and is authorized to carry a firearm under N.J.S.A. 2C: 39-6.
- F. Meaningful review is a formal documented process to determine whether policy, training, equipment or disciplinary issues need to be addressed.
- G. Reasonable belief is an objective assessment based upon an evaluation of how a reasonable police officer with comparable training and experience would react to, or draw inferences from, the facts and circumstances confronting and known by the officer at the scene.
- H. Resisting arrest refers to the act of a person who purposely prevents a law enforcement officer from affecting an arrest, to include such things as threatening to use physical force or violence against the law enforcement officer or use of any other means to create a substantial risk of causing physical injury to a law enforcement officer when acting under the color of his/her official authority (N.J.S.A. 2C: 29-2).
1. Active resistance refers to a person who uses or threatens to use physical force or violence against the law enforcement officer or another, or uses any other means to create a substantial risk of causing physical injury to the public servant or another.
  2. Passive resistance refers to a person who doesn't obey a command to submit to an arrest (e.g., a person refuses a police command to exit a vehicle and grabs on to the steering wheel to prevent being removed by physical force, refuses to get on the ground, etc.)
- I. Serious bodily injury means bodily injury, which creates a substantial risk of death or which causes serious, permanent disfigurement, or protracted loss or impairment of the function of any bodily member or organ.
- J. Substantial risk: Any discharge of a firearm entails some risk of an unintended outcome. A substantial risk exists when an officer disregards a foreseeable likelihood that innocent persons will be endangered. For example, firing a weapon into a confined space (room, vehicle, etc.) occupied by innocent persons exposes those persons to a substantial risk of harm.

- K. Vascular restraint is a weaponless control technique designed to restrict a person's normal blood flow to the brain by constricting his/her carotid arteries with a chokehold or other manual pressure. Vascular restraints are prohibited unless this SOP otherwise authorizes deadly force.

## II. AUTHORIZATION AND LIMITATIONS

### A. Use of less lethal force:

1. Officers may use physical force or mechanical force in the performance of their duties when they reasonably believe that the use of force is immediately necessary in the following situations:
  - a. To protect themselves or others against the use of unlawful force by another person and the officer's immediate intervention is necessary, or;
  - b. To overcome resistance directed at officers or others; or
  - c. To prevent another from committing suicide or inflicting serious bodily harm upon oneself, or;
  - d. To prevent the commission or consummation of a crime or offense involving or threatening bodily harm, damage to or loss of property or a breach of the peace, or;
  - e. To prevent the escape of an arrested person from custody, or;
  - f. To effectuate the lawful arrest of any person for an offense or crime under the laws of the State of New Jersey. The use of less lethal force to effectuate an arrest however is not justifiable unless;
    - 1) The arrest is lawful, and the officers make known the purpose of the arrest or reasonably believe that their identity and purpose are otherwise known by or cannot reasonably be made known to the person to be arrested, and;
    - 2) When the arrest is made under a warrant and the warrant is valid or reasonably believed by the officer to be valid.
2. Once all resistance and/or physical force being used to resist or prevent officers from carrying out their duties have ceased, use of further force on the officer's part shall cease.
3. When the officer reasonably believes that less lethal force is immediately necessary, the officer should assess the totality of the circumstances and apply the minimum force necessary to overcome resistance when an individual is using or threatening to use force unlawfully, and bring the situation under control in the safest manner possible.

B. Use of mechanical force:

1. NOTE: mechanical force options may be ineffective for subjects exhibiting signs of excited delirium due to the subject's elevated threshold of pain. See this department's SOP on *Emotionally Disturbed Persons* for instructions on dealing with someone with signs of excited delirium.
  - a. If feasible, the officer should wait for backup and EMS assistance before attempting to control the subject.
  - b. Officers should consider a physical takedown using multiple officers as long as an adequate number of officers are available.
  - c. Reasonable steps should be taken to avoid injury, such as moving the subject from asphalt to a grassy area to reduce abrasions and contusions.
  - d. Officers should not attempt to control continued resistance or exertion by pinning the subject to the ground or against a solid object, using their body weight.
  - e. When restrained, officers should position the subject in a manner that will assist breathing, such as placement on his or her side, and avoid pressure to the chest, neck, or head (positional asphyxia).
2. Authorized batons:
  - a. Batons are defensive impact tools that may be used when the justification for the use of less lethal force exists.
  - b. Once resistance ceases, the use of the baton as a striking tool shall cease.
  - c. Batons shall only be used as instructed. Batons shall not be used to deliberately strike another with a degree of force intended to cause serious bodily injury or death unless the use of deadly force is justified.
  - d. Officers must exercise special care in their use and avoid striking those potentially fatal areas of the body identified during training unless deadly force is otherwise authorized.
3. Oleoresin Capsicum (OC) Spray (non-flammable only)
  - a. OC is permitted in less lethal force situations where the use of force is necessary and justified to apprehend or control an individual, and the use of the OC will facilitate the arrest with the minimum chance of injury to the officer, the arrestee, or innocent bystander.
  - b. Once resistance ceases, the further application of OC shall cease.
  - c. OC must not be handled by children or unauthorized individuals.



- d. OC has been found to be generally effective in controlling persons who are under the influence of alcohol and/or narcotics, persons highly agitated or motivated, and those who are mentally unbalanced, but the effects of OC vary with different types of individuals. Therefore, officers must be continually alert to the possibility that other means may be necessary to subdue a resistive or noncompliant subject or attacker.
  - e. OC has been found to be effective against aggressive animal attack and may also work well against attacking dogs. Caution must be used when repelling dogs trained to attack and/or those who are extremely motivated.
  - f. OC should be sprayed directly into the target's face with the spray being directed to the eyes, nose, and mouth from as close as safely possible. OC should be used in the upright position with short one-half to one-second bursts.
  - g. Noncompliance with an officer's verbal commands may be considered justification for deployment where force is otherwise authorized.
  - h. OC shall not be used in the immediate vicinity of infants or the elderly unless absolutely necessary.
  - i. OC shall not be used on the operator of a motor vehicle unless the motor vehicle is first disabled (e.g. removal of keys from the ignition).
4. Use of a canine:
- a. The use of specially trained police canines in effectuating an arrest constitutes use of force. In this as in other cases, officers may only use that degree of force that reasonably appears necessary to apprehend or secure a subject.
  - b. In deciding whether to authorize the use of canines in apprehension situations, handlers and supervisors must consider the following:
    - 1) The severity of the crime/offense;
    - 2) Whether the suspect poses an immediate threat to the safety of the officer or others; and
    - 3) Whether the suspect is actively resisting arrest or attempting to evade arrest at the time.
  - c. Apprehensions – Officers may request the assistance of a canine unit for the purpose of locating and apprehending a person suspected of committing a crime/offense under the following conditions:
    - 1) The OIC is made aware of the request and acknowledges such;

- 2) The person is suspected of committing a crime or offense; and
  - 3) The deployment of a canine team is a reasonable use of force considering the circumstances known to the officer at the time of the request.
- d. OICs considering requests for canine assistance in apprehension situations are required to gather sufficient background information concerning the underlying offense and any potential circumstances that would mitigate the need for the canine.
- 1) OICs shall only approve requests for canine deployment in situations where probable cause exists to believe that the suspect has committed a crime or offense; and
  - 2) The deployment of a canine team poses no unreasonable risk of injury to third persons or damage to property when weighed against the need for immediate apprehension.
- e. If a handler determines it is necessary to release a dog off lead to apprehend a fleeing/hiding suspect, exceptional care and prudent judgment must be applied to prevent injury to innocent persons.
- 1) No canine will be released off lead until proper announcement has been given, such as, “...*This is the police. You are under arrest! I have a trained police dog. Make yourself known and surrender. If you do not comply, I will release him. He will find you and bite you.*” This announcement shall be given in a loud and clear voice multiple times each time a canine proceeds to a different floor or separate sealed area. This shall serve notice to innocent persons to leave the area and afford the suspect an opportunity to surrender.
  - 2) Under no circumstance shall a canine be released off lead for apprehension purposes in crowded areas or when other persons and/or police officers are in or near the path of the fleeing/hiding suspect **UNLESS** proper target acquisition has been acquired.
  - 3) Any time a canine is released off lead, the handler shall remain attentive for potential injury to the canine from vehicular traffic on surrounding roadways.
  - 4) Handlers will use, and/or permit their canine to use only that amount of force necessary to apprehend and control a fleeing, hiding, or combative suspect, who fails to heed the warnings of stop or surrender.
- f. If a suspect is apprehended, the canine shall be instructed to disengage by release command or physical removal as soon as control or compliance is achieved.

C. Use of deadly force:

1. Officers may use deadly force when they reasonably believe such action is immediately necessary to protect themselves or other persons from imminent danger of death or serious bodily harm.
2. Officers may use deadly force to prevent the escape of a fleeing suspect:
  - a. Whom officers have probable cause to believe has committed an offense that the fleeing suspect caused or attempted to cause death or serious bodily harm; and
  - b. Who will pose an imminent danger of death or serious bodily harm should the escape succeed; and
  - c. When the use of deadly force presents no substantial risk of injury to innocent persons.
3. If feasible, officers should identify themselves and clearly announce their intention to shoot before using a firearm.

D. Restrictions on the use of deadly force:

1. Officers are under no obligation to retreat or desist when resistance is encountered or threatened. However, officers shall not resort to the use of deadly force if they reasonably believe that an alternative to the use of deadly force will avert or eliminate an imminent danger of death or serious bodily harm and achieve the law enforcement purpose at no increased risk to themselves or another person.
2. Officers shall not use deadly force to subdue persons whose actions are only destructive to property.
3. Officers shall not use deadly force to subdue persons whose conduct is injurious only to themselves.
4. Officers shall not discharge a weapon as a signal for help or as a warning.
5. While any discharge of a firearm entails some risk, discharging a firearm at or from a moving vehicle entails an even greater risk of death or serious injury to innocent persons. The safety of innocent people is jeopardized when a fleeing suspect is disabled and loses control of their vehicle. There is also a substantial risk of harm to occupants of the suspect vehicle who may not be involved, or involved to a lesser extent, in the actions that necessitated the use of deadly force. Due to this greater risk, and considering that firearms are not generally effective in bringing moving vehicles to a rapid halt, officers shall not fire from a moving vehicle or at the driver or occupant of a moving vehicle unless they reasonably believe:
  - a. There exists an imminent danger of death or serious bodily harm to themselves or another person; and
  - b. No other means are available at that time to avert or eliminate the danger.

6. Normally, officers shall not fire a weapon into buildings, doors, windows, or other openings when the person being fired upon is not clearly visible unless extraordinary circumstances necessitate officers to engage in suppression fire in order to protect the lives of injured persons requiring immediate rescue and evacuation from an area in which a subject's continued actions pose an imminent threat of death or serious bodily harm.
7. Destroying an animal is justified only in the following circumstances:
  - a. Officers may use a department-authorized firearm to destroy an animal where the animal presents an immediate threat to human life; or
  - b. Officers may use a firearm to destroy an animal that is so badly injured that humanity requires its relief from further suffering. If the injured animal is domesticated, officers should make every reasonable effort to notify an owner. The firearm discharge shall create no substantial risk to personnel or third parties and must be approved by a supervisor.
    - 1) Officers shall be mindful that some animals have insufficient body mass to prevent a bullet from passing completely through their bodies. Therefore, officers must be cognizant of surrounding conditions, such as the composition of the material behind or below the animal, and nearby persons or structures that could be affected by a ricochet or deflection.
    - 2) Personnel shall not touch an animal without first protecting themselves from blood borne pathogens.
  - c. Suspected rabies cases – Any officer, who is officially or unofficially called to respond to a situation where a suspected rabid animal is involved, is authorized to destroy the animal suspected of carrying rabies.
  - d. Prior to discharging a firearm, the immediate area where the suspected rabid animal is located should be secured, when possible, for the protection of the public at large.
  - e. In the event that more than one officer responds or is in attendance at a location containing a suspected rabid animal, only one officer should initiate the discharge of the firearm.
  - f. The number of shots to be utilized by the officer is discretionary. However, of foremost importance is to assess each individual situation so that only the minimum number of shots necessary is discharged from the officer's firearm.
  - g. For suspected rabid animals, it is preferential that the killing shot should be to an area other than the head of the suspected rabid animal. However, the immediate safety of the officer or officers present, as well as the public who may be exposed to the action that is being taken, is paramount in all situations.

- h. Contact animal control or the Health Department to pick up the dead animal.

### **III. EXHIBITING A FIREARM**

- A. Officers shall not unholster or exhibit a firearm except under any of the following circumstances:
  1. For maintenance of the firearm;
  2. To secure the firearm;
  3. During training exercises, practice or qualification with the firearm;
  4. When circumstances create a reasonable belief that it may be necessary for the officer to use the firearm;
  5. When circumstances create a reasonable belief that the display of a firearm as an element of constructive authority helps establish or maintain control in a potentially dangerous situation in an effort to discourage resistance and ensure officer safety;
  6. To destroy an injured or aggressive animal
  7. When ordered by a supervisor or other lawful authority.

### **IV. AFTER ACTION REQUIREMENTS**

- A. Following the use of force, officers shall immediately evaluate the need for medical attention or treatment for the person upon whom the force was used and provide first aid to the extent of their training except where the application of first aid will expose the officer to immediate danger.
  1. In any instance where deadly force is used and results in an injury, officers shall summon EMS and paramedics as soon as possible. While EMS and paramedics will not enter an area that is not tactically secure, they should still be summoned to a secured area near the scene to expedite treatment for the person being brought to that location.
  2. Be alert for signs of potential excited delirium:
    - a. Officers should check the subject's pulse and respiration on a continuous basis until transferred to EMS personnel. Officers shall ensure the airway is unrestricted and be prepared to administer CPR or an automated external defibrillator (AED) if the subject becomes unconscious.
    - b. Whenever possible, an officer should accompany the subject to the hospital for security purposes and to provide assistance as necessary.
  3. If a baton is used, officers shall observe the affected subject(s) for obvious changes in condition or breathing and shall immediately summon medical assistance if the subject appears to be in need of medical aid.

4. Following the use of OC, officers shall sit the subject upright and allow the subject to decontaminate as soon as practicable. Officers shall monitor subjects who had been exposed to OC staying alert to any obvious changes in condition or breathing or excited delirium and shall immediately summon medical assistance if the subject appears to be in need of medical aid.
  5. Decontamination procedures for exposure to OC consist of:
    - a. Once subjects have been secured, have ceased resisting, and are no longer a threat to officers, themselves, or others, every reasonable effort will be made to relieve discomfort.
    - b. Expose the subject(s) to fresh air as soon as possible and have them remain calm.
    - c. Have the subject flush the affected areas with large amounts of fresh water.
    - d. Have subject remove contact lenses and contaminated outer clothing; have the subject wash these items prior to reuse.
    - e. Do not apply salves, creams, oils, lotion, grease, or bandages to the exposed area. These remedies can trap the OC against the skin or mucus membranes and cause irritation.
    - f. Summon medical assistance if the subject has medical problems and/or continues to have difficulty after the decontamination procedures.
    - g. Officers shall be on constant alert for medical problem(s) or difficulty that the exposed subject may experience. Officers shall also monitor for positional asphyxiation.
    - h. If the affected area(s) remain inflamed or discomfort continues beyond 45 minutes, arrangements may be made for medical treatment if necessary.
- B. Any person requesting and/or deemed in need of medical attention shall be transported by ambulance to the nearest available emergency medical treatment center or hospital. Officers shall contact EMS to request such transportation assistance.
1. Officers should not ordinarily transport the subject in a Tinton Falls PD vehicle.
  2. The extent of the injury and the treatment offered/provided shall be documented in the narrative of the *Law Report*.
- C. Under no circumstances shall officers sign or endorse any medical authorization for any person under arrest or in custody indicating that Tinton Falls is the responsible billing party. Such persons shall use their own medical insurance.

- D. The Chief of Police shall be notified of any firearms discharge, including unintentional discharges. Excluded from notification include training discharges at the practice range or routine animal destruction. The OIC or his/her designee shall also:
1. Ensure that affected persons receive the necessary assistance, including medical attention;
    - a. If the officer was injured during the incident, he/she shall be removed from the scene as soon as possible; and
    - b. Treated by a competent physician.
  2. When necessary, especially in a deadly force incident, notify the Monmouth County Prosecutor's Office.
- E. Any officer whose action(s) or use of force in an official capacity results in death or serious bodily injury to any person shall be removed from line-duty assignment to inactive status pending a meaningful review.
1. The meaningful review shall be conducted by a designee of the Chief of Police and shall determine whether policy, training, equipment or disciplinary issues should be addressed. The Chief's designee shall forward the *Use of Force Report, Law Report(s)* and the subsequent meaningful review to the Chief of Police.
  2. Officers should be afforded the appropriate level of critical incident stress debriefing or counseling in compliance with agency policy.
  3. The officer may be assigned to administrative duties or placed on administrative leave as soon as practicable following the incident pending a complete investigation and review of the incident.
    - a. This reassignment is not considered a disciplinary action.
    - b. If any weapon(s) had been taken, it shall be treated as evidence and handled, secured, and accounted for appropriately as described in this department's SOP on *Property and Evidence*. The weapon(s) will be reissued once the Monmouth County Prosecutor's Office or the Attorney General adjudicates the case. Reissuing of duty weapons should be completed as soon as practicable after the incident has been cleared.
    - c. If an officer's sidearm is taken and there is no underlying reason to not rearm the officer, consult with the Monmouth County Prosecutor's Office for approval and issue a spare sidearm without delay.
  4. The Chief of Police may cause the officer to undergo a psychiatric/psychological evaluation and/or counseling by a mental health professional as a requirement to return to full duty.
  5. If the officer was injured, he/she cannot return to light or full duty until the attending physician grants written permission.

## V. ARRESTS REQUIRING THE USE OF FORCE

- A. Other than when dealing with emotionally disturbed persons, whenever a person being arrested resists the officer's action and force is used, one of the following charges (whichever is applicable) should be made against the subject. This charge is in addition to the charges that precipitated the arrest.
1. N.J.S.A. 2C: 29-2a(1) – a person is guilty of a disorderly persons offense if he purposely prevents a law enforcement officer from effectuating a lawful arrest; or
  2. N.J.S.A. 2C: 29-2a (2) – a person is guilty of a crime of the fourth degree, if by flight, he purposely prevents or attempts to prevent a law enforcement officer from effectuating an arrest; or
  3. N.J.S.A. 2C: 29-2a (3) – a person is guilty of a crime of the third degree if the subject used, or threatened to use, physical force or violence against the law enforcement officer or another; or, (2) subject used any other means to create a substantial risk of causing physical injury to the public servant or another.

## VI. NOTIFICATION AND INVESTIGATION REQUIREMENTS

- A. The Chief of Police and the Monmouth County Prosecutor's Office shall be immediately notified when the use of physical, mechanical, or deadly force results in death or serious bodily injury, or when an injury of any degree results from the use of a firearm by an officer.
1. The Prosecutor's Office will conduct the investigation into such use of force in accordance with the *New Jersey Attorney General's Supplemental Directive Amending Attorney General's Directive 2006-5*. The Division of Criminal Justice may supersede the investigation where there may be a conflict or if the matter is better handled at the state level.
  2. The internal affairs officer shall conduct a concurrent administrative investigation.
    - a. Except where superseded by the Prosecutor's Office, the internal affairs officer shall take charge of the scene immediately, or as soon as practicable.
    - b. The internal affairs officer's report shall be confidential and forwarded directly to the Chief of Police.
    - c. If the employee's actions are potentially criminal in nature, then the administrative internal investigation must cease until the Monmouth County Prosecutor's Office completes its investigation.
    - d. Copies of reports shall not be distributed to anyone unless authorized by the Chief of Police and/or the Monmouth County Prosecutor's Office.



3. If the Division of Criminal Justice becomes the lead-investigating agency, a shooting response team consisting of DCJ investigators and members of the New Jersey State Police Major Crimes Unit shall normally conduct the investigation.
  4. When a prosecutor's detective or investigator, assistant prosecutor, or the prosecutor is involved in the use of force incident, DCJ will be the lead-investigating agency.
  5. When a state investigator, deputy attorney general, or assistant attorney general, or any other law enforcement officer employed by a state (except the NJSP as indicated below in subsection VI.A.6) or federal agency is involved in a use of force incident, the Monmouth County Prosecutor's Office will generally conduct the subsequent investigation unless otherwise directed by the Attorney General.
  6. When a member of the New Jersey State Police or a member of any agency supervised by the New Jersey State Police is involved in a use of force incident, DCJ is normally the lead investigating agency, but DCJ may refer the case to the Prosecutor's Office.
- B. The Monmouth County Prosecutor's Office will notify the Division of Criminal Justice, Operations Bureau, within twenty-four (24) hours of any force used by an officer that involves death or serious bodily injury, or when an injury of any degree results from the use of a firearm by an officer.
- C. All firearm discharges shall be reported to the Monmouth County Prosecutor's Office Professional Responsibilities Unit. This requirement extends to unintentional discharges and in all on duty and off duty incidents, but does not extend to training and/or qualification discharges with no other injuries or damage.

## VII. REPORTING REQUIREMENTS

- A. In all instances when physical, mechanical, or deadly force is used, whether on or off duty, each officer who had employed such force shall complete and submit:
1. A *Use of Force Report*. The original use of force report must be placed in the case file of the incident.
  2. The *Law Report* made necessary by the nature of the underlying incident; except:
    - a. In accordance with *New Jersey Attorney General's Supplemental Directive Amending Attorney General's Directive 2006-5*, supervisors shall not require officers deploying force, which results in death or serious bodily injury, being investigated by the Monmouth County Prosecutor's Office or Division of Criminal Justice to submit investigation or supplemental reports. Officers are still required to submit *Use of Force* reports.
    - b. Such officers' statements to the Monmouth County Prosecutor's Office or Division of Criminal Justice will suffice as their report of the incident.

- c. Officers not directly involved in the application of such force, but who may have indirect involvement (e.g., secondary responders, assisting responders, witnesses, etc.) may be required to submit investigation reports upon approval of the lead investigating agency (i.e., Monmouth County Prosecutor's Office or Division of Criminal Justice).
- B. In all instances where constructive authority results in the pointing of a firearm at another person, the facts and circumstances shall be reported on the *Law Report* made necessary by the nature of the precipitating incident.
- C. A *Monmouth County Firearms Discharge Report* is required in all instances when an officer unintentionally discharges a firearm for any reason or discharges a firearm for other than training or recreational purposes.
  1. In the event an officer, who has discharged a firearm is physically incapacitated or fatally injured during the tour and is therefore incapable of submitting this report, the shift supervisor or his/her designee shall prepare the report.
  2. Except in the instance of firearms discharge to destroy or condition an animal, the shift supervisor shall immediately notify the patrol commander.
- D. A *Law Report* is required in all instances where an officer takes an official action that results in, or is alleged to have resulted in death or injury to another person.
- E. The OIC shall review these reports for accuracy and completeness and shall promptly address any issues as they may pertain to SOP changes, training, weapons or equipment, or discipline (i.e., meaningful review).
  1. Recommendations to modify SOPs, apply remedial training beyond what can be performed by the supervisor, change weapons, equipment or tactics, or apply discipline shall be thoroughly documented and forwarded through the chain of command to the Chief of Police.
  2. The OIC shall ensure that the use of force incident is logged into Guardian Tracking® with the results of the review.
- F. If a ranking officer (sergeant, lieutenant, captain) uses force, the next highest-ranking officer in that chain of command shall conduct the initial meaningful review. If the Chief of Police uses force, the internal affairs officer shall conduct the meaningful review or may refer the matter to the Monmouth County Prosecutor's Office. The reviewing supervisor shall ensure that the use of force incident is logged into Guardian Tracking® with the results of the review.
- G. The lieutenant and the captain shall also review these reports to determine whether:
  1. The relevant SOP was clearly understandable and effective to cover the situation;
  2. Department equipment is adequate;
  3. Department training is currently adequate;

4. Departmental rules, policy or procedures were followed.
  5. The lieutenant and captain will review and, if necessary, update the Guardian Tracking® entry.
- H. The special services captain or his/her designee is responsible for completing the annual use of force summary report and submitting it to the Prosecutor's Office.
- I. Use of force reports are subject to discovery and access through OPRA. In indictable cases, all reports should be forwarded to county intake with the complaints, police reports, and other case documents. In non-indictable cases, the use of force reports should be made a part of the case file and included in the discovery package provided in municipal court.
- J. All use of force reports and related investigation reports shall be retained as required by the New Jersey Division of Revenue and Enterprise Services, Bureau of Records Management (BRM) records retention schedules.

## **VIII. TRAINING**

- A. All officers authorized to carry agency lethal and less lethal weapons shall be issued copies of, and be instructed in, this SOP prior to being authorized to carry a weapon. This issuance and instruction shall be documented and may be accomplished electronically.
- B. Use of force training shall be conducted concurrent with the semiannual firearms training and qualification sessions. This training must reflect current standards established by statutory and case law, as well as state and county policies, directives, and guidelines. The training program will include the use of force in general, the use of physical and mechanical force, the use of deadly force, decision making skills, the limitations that govern the use of force and deadly force, and all applicable aspects of agency directives. This instruction shall be documented and may be delivered electronically.

**RESOLUTION AUTHORIZING THE MAYOR AND MUNICIPAL CLERK TO EXECUTE THE  
FY2023-2026 AGREEMENT WITH MONMOUTH COUNTY FOR COOPERATIVE PARTICIPATION IN  
THE COMMUNITY DEVELOPMENT PROGRAM PURSUANT TO THE INTERLOCAL SERVICES ACT**

**WHEREAS**, certain Federal funds are potentially available to Monmouth County under Title I of the Housing and Community Development Act of 1974, as amended, commonly known as the Community Development Block Grant Program; and

**WHEREAS**, it is necessary to establish a legal basis for the County and its people to benefit from this program; and

**WHEREAS**, an Agreement has been proposed under which the Borough of Tinton Falls and the County of Monmouth in cooperation with other municipalities will establish an Interlocal Services Program pursuant to N.J.S.A. 40:8B-1; and

**WHEREAS**, it is in the best interest of the Borough of Tinton Falls to enter into such agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Governing Body of the Borough of Tinton Falls, that the agreement entitled “AGREEMENT BETWEEN THE COUNTY OF MONMOUTH AND CERTAIN MUNICIPALITIES LOCATED HEREIN FOR THE ESTABLISHMENT OF A COOPERATIVE MEANS OF CONDUCTING CERTAIN COMMUNITY DEVELOPMENT ACTIVITIES”, a copy of which is attached hereto, be executed by the Mayor and Municipal Clerk in accordance with the provisions of law; and

**BE IT FURTHER ORDAINED** that this resolution shall take effect immediately upon its enactment.

\_\_\_\_\_  
John Manginelli, Council President

**BOROUGH OF TINTON FALLS COUNCIL**

<b>Council Member</b>	<b>Moved</b>	<b>Second</b>	<b>Ayes</b>	<b>Nays</b>	<b>Absent</b>	<b>Abstain</b>
Ms. Buckley						
Mrs. Clay						
Dr. Dobrin						
Mr. Nesci						
Mr. Manginelli						

**CERTIFICATION**

I, Michelle Hutchinson, Borough Clerk of the Borough of Tinton Falls, hereby certify the foregoing to be a true copy of a resolution adopted by the Tinton Falls Borough Council at their meeting held May 2, 2023.

WITNESS, my hand and the seal of the Borough of Tinton Falls this 2<sup>nd</sup> day of May, 2023.

\_\_\_\_\_  
Michelle Hutchinson  
Borough Clerk

**AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF MONMOUTH AND THE Tinton Falls Borough FOR THE ESTABLISHMENT OF A COOPERATIVE MEANS OF CONDUCTING CERTAIN COMMUNITY DEVELOPMENT ACTIVITIES**

WHEREAS, the County of Monmouth and the Tinton Falls Borough are parties to an Agreement dated **06/10/2020** concerning, generally, the cooperation between participating municipalities and the County to receive CDBG entitlement funding; and

WHEREAS, the U.S. Department of Housing and Urban Development: Community Planning and Development ("HUD"), has issued additional requirements for what must be included in all cooperation agreements entered into between counties and participating municipalities; and

WHEREAS, the Agreement dated **06/10/2020** must be amended to legally conform to HUD's new requirements; and

WHEREAS, the Tinton Falls Borough and the County of Monmouth have decided that it is in its residents' best interests to amend the Agreement to conform to HUD's cooperation agreement requirements; and

NOW, THEREFORE, the County and Tinton Falls Borough hereby agree as

Responsibilities of Committee:

1. With concurrence of the Board of County Commissioners and Administrative Liaison Officer shall be designated. He shall be an employee of the County. He shall, within the limits of resources available, provide technical and administrative support to the Committee, and shall provide liaison between the Committee and the Board of County Commissioners.
2. The Committee shall recommend to the Board of County Commissioners an application (Consolidated Plan) for participation in Federal funding, and toward that end it shall in the matter herein prescribed, be authorized to develop required plans for the County, including a Housing Assistance Plans and such

other documents and certification of compliance as required by the Federal Government for participation by the County in the community Development Block Grant Programs.

Estimated Cost and Allocation Thereof:

3. The amount of Federal funds involved shall be in the amount applied by the Board of County Commissioners pursuant to the recommendation by the Committee, subject to any modification made by HUD.

Duration of the Contract:

4. This contract shall be effective for the three (3) program years (Federal Fiscal Years 2024, 2025, and 2026 appropriations) for which the County is to qualify to receive CDBG entitlement funding and from any program income generated from the expenditure of such funds, including such additional time as may be required for the expenditure of any such funds granted to the participating unit of local government. The population of participating municipalities included in the urban county under this agreement shall be included in the population of the urban county for three (3) successive years which will include the federal fiscal years 2024, 2025 and 2026.

This agreement will automatically be renewed for participation in successive three-year qualification periods, unless the county or the municipality provides written notice it elects not to participate in a new qualification period.

This Agreement remains in effect until the CDBG, HOME and ESG funds and income received with respect to activities carried out during the three year qualification period.

Standards of Performance:

5. The Committee shall thereupon report its findings to all participating local governments, and shall submit such reports to the Board of County Commissioners (the legislation requires the title of "chosen freeholder" to be change to "county commissioner" and all "boards of chosen freeholder" to be known as "board of county commissioners") which complies with legislation Gov. Phil Murphy signed into law in 2020 and become effective January 1 as may be required for submission to the Federal Government. Pursuant to 24 CFR 570.501(b), all units of local government are subject to the same requirements applicable to subrecipients, including the requirement of a written agreement described in 24 CFR 570.503.
6. This Agreement includes, by reference, all provisions authorized by State and

local laws that legally obligate the cooperating units to undertake the necessary action, as determined by the County to carry out a community development program and the approved Consolidated Plan and/or meet the other requirements of the CDBG, HOME and ESG programs or other applicable laws.

Qualification as Urban County:

7. As amended to take all actions necessary to assure compliance with the urban county's certification under section 104(b) of Title I of the Housing and Community Development Act of 1974, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR part 100, and will affirmatively further fair housing. See 24 CFR @ 91.225(a) and Affirmatively Further Fair Housing Definitions and Certifications (86 FR 30779, June 10, 2021), to be codified at 24 CFR 5.151 and 5.152. Also to comply with Section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation act of 1973 and the implementing regulations of 24 CFR part 8, Title II of the American with Disabilities Act, and the implementing regulations at 28 CFT part 35, the Age Discrimination Act of 1975 and the implementing regulation of at 24 CFR part 146, and Section 3 of the Housing and Urban Development Act of 1968 and obligation to comply with other applicable laws. Prohibit urban county funding for activities, in or in support of any cooperating unit of general local government that does not affirmatively further fair housing, within its own jurisdiction or that impedes the county's actions to comply with the county's fair housing certification. This provision is required because noncompliance by a unit of general local government included in a urban county may constitute noncompliance by the grantee (i.e., the urban county) that can, in turn provide cause for funding sanctions or other remedial actions by the Department. The agreement includes the obligation to sing the assurances and certifications in the HUD 424-B.
8. To comply with Federal requirements, the County Government, through the Board of County Commissioners, shall be the applicant for community development funds, and shall have final responsibility as applicant and shall have final responsibility for selecting activities an annually filing Final Statements with HUD.

Program Income:

9. This amendment may be executed in substantially similarly worded counterparts, each of which shall be signed the Commissioner Director and the chief executive of a participating municipality. Each signatory agency agrees to cooperate with all signatories and be bound as if all had signed the same amendment.

ATTEST:

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TAMARA BROWN  
Clerk to the Board of County  
Commissioners

ATTEST:

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Name: Michelle Hutchinson  
Title: Municipal Clerk

MONMOUTH COUNTY BOARD OF  
COUNTY COMMISSIONERS

---

THOMAS A. ARNONE, DIRECTOR  
Board of County Commissioners

**Tinton Falls Borough**

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Name: Vito Perillo  
Title: Mayor



RESOLUTION - REFUNDING TAX OVERPAYMENT

WHEREAS, overpayments of 2023 1<sup>st</sup> quarter Taxes have been made as a result of duplicate payments made in error for the year 2023.

Name Block Lot Amount

(HEREBY ATTACHED AND MADE PART OF THIS RESOLUTION)

and,

WHEREAS, said duplicate payments have resulted in overpayments of the 2023 1<sup>st</sup> quarter taxes by a Title Company, Mortgage Companies, Attorney and Homeowner in the total amount of \$4,046.73 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 \$4,046.73 are approved for the attached properties.

I, Carol Hussey, Tax Collector of the Borough of Tinton Falls, hereby certify the total amount of overpayments to be \$4,046.73.

\_\_\_\_\_  
Carol Hussey, Tax Collector

\_\_\_\_\_  
John Manginelli, Council President

BOROUGH OF TINTON FALLS COUNCIL

Council Member	Moved	Second	Ayes	Nays	Absent	Abstain
Ms. Buckley						
Mrs. Clay						
Dr. Dobrin						
Mr. Nesci						
Mr. Manginelli						

CERTIFICATION

I, Michelle Hutchinson, Borough Clerk of the Borough of Tinton Falls, hereby certify the foregoing to be a true copy of a resolution adopted by the Tinton Falls Borough Council at their meeting held May 2, 2023.

WITNESS, my hand and the seal of the Borough of Tinton Falls this 2<sup>nd</sup> day of May, 2023.

\_\_\_\_\_  
Michelle Hutchinson  
Borough Clerk

BOROUGH OF TINTON FALLS - 2023 TAX OVERPAYMENTS							
BLOCK	LOT	REFUND TO:	IN REFERENCE TO:	TOTAL TAXES OVERPAID	Q T R	FIRST PAYMENT MADE BY	SECOND PAYMENT MADE BY
124.49	107	KUC, JESSICA 71 DIANE DRIVE TINTON FALLS, NJ 07753	KUC, JESSICA 71 DIANE DRIVE	1,122.68	1	OWNER	MORTGAGE COMPANY
129.11	35	CIMINO & FILIPPONE, LLC 1 BETHANY ROAD, BLDG 6, STE 88 HAZLET, NJ 07730	HOANG & ELMENSHAWY FROM REN 2 BEAGLE PLACE	1,466.98	1	ATTORNEY	MORTGAGE COMPANY
129.14	30.39	A ABSOLUTE ESCROW SETTLEMENT INC ATTN: ACCOUNTING 55 ESSEX STREET MILLBURN, NJ 07041	WALL, B & N FROM TOMASZEWSKI, R & M 8 SARATOGA COURT	1,457.07	1	TITLE COMPANY	MORTGAGE COMPANY
				4,046.73			

**RESOLUTION - REFUNDING TAX OVERPAYMENT**

**WHEREAS**, an overpayment of 2022 3<sup>rd</sup> & 4<sup>th</sup> quarter taxes on the following property has been paid in error creating an overpayment by the Homeowner and the Mortgage Company.

<u>Name</u>	<u>Block</u>	<u>Lot</u>	<u>Amount</u>
Steven R. Clayton 12 Groom Court Tinton Falls, NJ 07753	129.07	48	\$2,583.37

and,

**WHEREAS**, said error has resulted in an overpayment of the 2022 3<sup>rd</sup> & 4<sup>th</sup> quarter taxes in the amount of \$2,583.37 as certified by the Borough Tax Collector.

**NOW, THEREFORE BE IT RESOLVED**, by the Borough Council of the Borough of Tinton Falls that a refund in the amount of \$2,583.37 is hereby approved for the aforementioned property.

I, Carol Hussey, Tax Collector of the Borough of Tinton Falls, hereby certify the amount of overpayment to be \$2,583.37.

\_\_\_\_\_  
Carol Hussey, Tax Collector

\_\_\_\_\_  
John Manginelli, Council President

**BOROUGH OF TINTON FALLS COUNCIL**

<b>Council Member</b>	<b>Moved</b>	<b>Second</b>	<b>Ayes</b>	<b>Nays</b>	<b>Absent</b>	<b>Abstain</b>
Ms. Buckley						
Mrs. Clay						
Dr. Dobrin						
Mr. Nesci						
Mr. Manginelli						

**CERTIFICATION**

I, Michelle Hutchinson, Borough Clerk of the Borough of Tinton Falls, hereby certify the foregoing to be a true copy of a resolution adopted by the Tinton Falls Borough Council at their meeting held May 2, 2023.

WITNESS, my hand and the seal of the Borough of Tinton Falls this 2<sup>nd</sup> day of May, 2023.

\_\_\_\_\_  
Michelle Hutchinson  
Borough Clerk

**RESOLUTION - REFUNDING SEWER OVERPAYMENT**

**WHEREAS**, the 2023 1<sup>st</sup> Installment Sewer bill on the following property has been paid in error by the Homeowner and through ACH Debit.

<u>NAME</u>	<u>BLOCK</u>	<u>LOT</u>	<u>TOTAL</u>
David & Kathleen Wheaton 2100 S. Ocean Lane, Unit 1112 Fort Lauderdale, FL 33316	76.02	78	\$200.00

Re: 86 Sunset Drive

and,

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Tinton Falls that a refund in the amount of \$200.00 is hereby approved for the aforementioned property.

I, CAROL HUSSEY, Tax Collector of the Borough of Tinton Falls hereby certify the amount of overpayment to be \$200.00.

\_\_\_\_\_  
Carol Hussey, Tax Collector

\_\_\_\_\_  
John Manginelli, Council President

**BOROUGH OF TINTON FALLS COUNCIL**

<b>Council Member</b>	<b>Moved</b>	<b>Second</b>	<b>Ayes</b>	<b>Nays</b>	<b>Absent</b>	<b>Abstain</b>
Ms. Buckley						
Mrs. Clay						
Dr. Dobrin						
Mr. Nesci						
Mr. Manginelli						

**CERTIFICATION**

I, Michelle Hutchinson, Borough Clerk of the Borough of Tinton Falls, hereby certify the foregoing to be a true copy of a resolution adopted by the Tinton Falls Borough Council at their meeting held May 2, 2023.

WITNESS, my hand and the seal of the Borough of Tinton Falls this 2<sup>nd</sup> day of May, 2023.

\_\_\_\_\_  
Michelle Hutchinson  
Borough Clerk

**RESOLUTION REFUNDING WOODCHIP DELIVERY FEE**

WHEREAS, on March 8, 2023, Rosemary Tunncliffe, 304 Water Street, Tinton Falls, NJ 07753, paid for woodchip delivery to 304 Water Street, Tinton Falls, NJ 07724.

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

WHEREAS, woodchips were not available for delivery. Rosemary Tunncliffe, 304 Water Street, Tinton Falls, NJ 07724 has requested a refund.

WHEREAS, The Director of Public Works recommends the refund of \$25.00 to Rosemary Tunncliffe, 304 Water Street, Tinton Falls, NJ 07724

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Tinton Falls, that the deposit in the amount of \$25.00 by Rosemary Tunncliffe, 304 Water Street, Tinton Falls, NJ 07753 be refunded.

\_\_\_\_\_  
John Manginelli, Council President

**BOROUGH OF TINTON FALLS COUNCIL**

<b>Council Member</b>	<b>Moved</b>	<b>Second</b>	<b>Ayes</b>	<b>Nays</b>	<b>Absent</b>	<b>Abstain</b>
Ms. Buckley						
Mrs. Clay						
Dr. Dobrin						
Mr. Nesci						
Mr. Manginelli						

**CERTIFICATION**

I, Michelle Hutchinson, Borough Clerk of the Borough of Tinton Falls, hereby certify the foregoing to be a true copy of a resolution adopted by the Tinton Falls Borough Council at their meeting held May 2, 2023.

WITNESS, my hand and the seal of the Borough of Tinton Falls this 2<sup>nd</sup> day of May 2023.

\_\_\_\_\_  
Michelle Hutchinson  
Borough Clerk

**RESOLUTION – APPROVAL OF BILLS – MAY 2, 2023**

**WHEREAS**, the Borough of Tinton Falls received certain claims against it by way of vouchers received during the period ending May 2, 2023; 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**

<b>GENERAL</b>	<b>5,883,095.77</b>
<b>SEWER UTILITY</b>	<b>16,135.03</b>
<b>GENERAL CAPITAL</b>	<b>2,148.50</b>
<b>GRANT FUND</b>	<b>2,094.00</b>
<b>TRUST FUNDS</b>	<b>459,840.73</b>
<b>ESCROW</b>	<b>28,635.75</b>
<b>ADDITIONS</b>	<b>4,905.00</b>
<b>TOTAL</b>	<b><u>6,396,854.78</u></b>

CERTIFICATION OF FUNDS:

\_\_\_\_\_  
Thomas P. Fallon, Chief Financial Officer

\_\_\_\_\_  
John Manginelli, Council President

**BOROUGH OF TINTON FALLS COUNCIL**

<b>Council Member</b>	<b>Moved</b>	<b>Second</b>	<b>Ayes</b>	<b>Nays</b>	<b>Absent</b>	<b>Abstain</b>
Ms. Buckley						
Mrs. Clay						
Dr. Dobrin						
Mr. Nesci						
Mr. Manginelli						

**CERTIFICATION**

I, Michelle Hutchinson, Borough Clerk of the Borough of Tinton Falls, hereby certify the foregoing to be a true copy of a resolution adopted by the Tinton Falls Borough Council at their meeting held May 2, 2023.

WITNESS, my hand and the seal of the Borough of Tinton Falls this 2<sup>nd</sup> day of May 2023.

\_\_\_\_\_  
Michelle Hutchinson  
Borough Clerk

ADDITIONS TO THE 5/2/2023 BILL LIST

<u>Date</u>	<u>Check</u>	<u>Description</u>	<u>Amt Paid</u>
4/14/2023	94927	Montgomery, Michelle - Sewer Overpayment	200.00
4/18/2023	94928	State of NJ - Stormwater Permit	4,050.00
4/18/2023	49429	State of NJ - Water Use Registration	475.00
4/21/2023	94930	NJMVC - Title Fee for New Patrol Truck	180.00
			<hr/> 4,905.00

Batch Id: KRS      Batch Type: C      Batch Date: 05/02/23      Checking Account: 001 CLEARING      G/L Credit: Budget G/L Credit  
Generate Direct Deposit: N

Check No. PO #	Check Date Enc Date	Vendor # Name Item Description	Payment Amt	Street 1 of Address to be printed on Check Charge Account Description	Account Type	Status	Seq	Acct
05/02/23 AABS0002 A. ABSOLUTE ESCROW SETTLEMENT      ATTN: ACCOUNTING								
23-00872	04/12/23	1 OVERPAYMENT 2023 1ST QTR TAXES	1,457.07	3-01-99-999-000-205 Tax Overpayments	Budget	Aprv	210	1
			<u>1,457.07</u>					
05/02/23 ADPO0001 ADP, LLC      P.O. BOX 842875								
23-00039	01/11/23	9 PAYMENT #4 - INV. #631069102	801.94	3-05-55-502-000-294 Sewer: Other	Budget	Aprv	14	1
23-00039	01/11/23	10 PAYMENT #4 - INV. #631069102	2,405.82	3-01-20-105-000-294 Human Res: Other	Budget	Aprv	15	1
			<u>3,207.76</u>					
05/02/23 AMAZO002 AMAZON CAPITAL SERVICES      P.O. BOX 035184								
23-00638	03/14/23	1 TEE BALL EQUIPMENT	586.08	3-01-28-370-000-246 Recreation: Baseball	Budget	Aprv	94	1
23-00638	03/14/23	2 STORYWALK SUPPLIES	35.98	3-01-28-370-000-244 Recreation: Special Events	Budget	Aprv	95	1
23-00638	03/14/23	3 OFFICE SUPPLIES	48.39	3-01-28-370-000-244 Recreation: Special Events	Budget	Aprv	96	1
23-00638	03/14/23	4 OFFICE SUPPLIES	26.98	3-01-28-370-000-244 Recreation: Special Events	Budget	Aprv	97	1
23-00638	03/14/23	5 EGG HUNT SUPPLIES	53.98	3-01-28-370-000-244 Recreation: Special Events	Budget	Aprv	98	1
23-00638	03/14/23	6 EGG HUNT SUPPLIES	26.99	3-01-28-370-000-244 Recreation: Special Events	Budget	Aprv	99	1
23-00638	03/14/23	7 EGG HUNT SUPPLIES	26.99	3-01-28-370-000-244 Recreation: Special Events	Budget	Aprv	100	1
23-00638	03/14/23	8 EGG HUNT SUPPLIES	35.97	3-01-28-370-000-244 Recreation: Special Events	Budget	Aprv	101	1
23-00638	03/14/23	9 EGG HUNT SUPPLIES	12.88	3-01-28-370-000-244 Recreation: Special Events	Budget	Aprv	102	1
23-00638	03/14/23	10 EGG HUNT SUPPLIES	12.88	3-01-28-370-000-244 Recreation: Special Events	Budget	Aprv	103	1
23-00638	03/14/23	11 EGG HUNT SUPPLIES	12.88	3-01-28-370-000-244 Recreation: Special Events	Budget	Aprv	104	1
23-00638	03/14/23	12 EGG HUNT SUPPLIES	130.65	3-01-28-370-000-244 Recreation: Special Events	Budget	Aprv	105	1
23-00638	03/14/23	13 EGG HUNT SUPPLIES	231.00	3-01-28-370-000-244 Recreation: Special Events	Budget	Aprv	106	1
23-00638	03/14/23	14 EGG HUNT SUPPLIES	335.16	3-01-28-370-000-244 Recreation: Special Events	Budget	Aprv	107	1
23-00638	03/14/23	15 EGG HUNT SUPPLIES	311.74	3-01-28-370-000-244 Recreation: Special Events	Budget	Aprv	108	1
23-00638	03/14/23	16 EGG HUNT SUPPLIES	156.26	3-01-28-370-000-244 Recreation: Special Events	Budget	Aprv	109	1
23-00638	03/14/23	17 EGG HUNT SUPPLIES	179.91	3-01-28-370-000-244 Recreation: Special Events	Budget	Aprv	110	1
23-00638	03/14/23	18 EGG HUNT SUPPLIES	199.75	3-01-28-370-000-244 Recreation: Special Events	Budget	Aprv	111	1



Check No. PO #	Check Date Enc Date	Vendor # Name Item Description	Payment Amt	Street 1 of Address to be printed on Check Charge Account Description	Account Type	Status	Seq	Acct
23-00638	03/14/23	19 EGG HUNT SUPPLIES	71.94	3-01-28-370-000-244 Recreation: Special Events	Budget	Aprv	112	1
23-00638	03/14/23	20 EGG HUNT SUPPLIES	98.82	3-01-28-370-000-244 Recreation: Special Events	Budget	Aprv	113	1
23-00638	03/14/23	21 EGG HUNT SUPPLIES	43.98	3-01-28-370-000-244 Recreation: Special Events	Budget	Aprv	114	1
23-00638	03/14/23	22 EGG HUNT SUPPLIES	123.80	3-01-28-370-000-244 Recreation: Special Events	Budget	Aprv	115	1
23-00638	03/14/23	23 EGG HUNT SUPPLIES	71.40	3-01-28-370-000-244 Recreation: Special Events	Budget	Aprv	116	1
23-00638	03/14/23	24 DISCOUNT	9.99	3-01-28-370-000-246 Recreation: Baseball	Budget	Aprv	117	1
23-00810	04/04/23	1 ZEBRA DS9308 HANHELD SCANNER	416.76	3-01-20-100-001-177 Admin Info Tech: Technology Maintenance	Budget	Aprv	156	1
23-00810	04/04/23	2 EPSON, TM-H6000V-032	584.00	3-01-20-100-001-177 Admin Info Tech: Technology Maintenance	Budget	Aprv	157	1
23-00810	04/04/23	3 CORSAIR VENGEANCE DDR5 SODIMM	114.99	3-01-20-100-001-177 Admin Info Tech: Technology Maintenance	Budget	Aprv	158	1
23-00827	04/05/23	1 EPSON MULTIFUNCTION PRINTER	1,179.98	3-05-55-502-000-295 Sewer: Office Equipment/Furniture	Budget	Aprv	171	1
23-00915	04/19/23	1 AMAZON PRIME MEMBERSHIP FEE	249.50	3-01-20-152-000-294 Central Svc: Other	Budget	Aprv	276	1
23-00915	04/19/23	2	249.50	3-01-20-100-001-177 Admin Info Tech: Technology Maintenance	Budget	Aprv	277	1
			5,619.15					

05/02/23		AMERI001 AMERICAN WEAR	23 CENTERWAY PL					
23-00529	03/01/23	1 UNIFORM RENTAL MARCH 2023	189.88	3-01-26-300-000-132 Ctrl Maint: Uniform Clothing & Access.	Budget	Aprv	42	1
23-00529	03/01/23	2 UNIFORM RENTAL MARCH 2023	241.84	3-01-26-290-000-132 Streets: Uniform Clothing & Access.	Budget	Aprv	43	1
23-00529	03/01/23	3 UNIFORM RENTAL MARCH 2023	433.72	3-01-26-305-000-132 Sanitation: Uniform Clothing & Access.	Budget	Aprv	44	1
23-00529	03/01/23	4 UNIFORM RENTAL MARCH 2023	132.68	3-01-26-310-000-132 Bldg/Grds: Uniform Clothing & Access.	Budget	Aprv	45	1
23-00529	03/01/23	5 UNIFORM RENTAL MARCH 2023	210.52	3-01-28-375-000-132 Parks: Uniform Clothing & Access.	Budget	Aprv	46	1
23-00529	03/01/23	6 UNIFORM RENTAL MARCH 2023	179.56	3-05-55-502-000-132 Sewer: Uniform Clothing & Access.	Budget	Aprv	47	1
			1,388.20					

05/02/23		ANTHO001 ANTHONY'S AUTOBODY COLLISION	195 NEWMAN SPRINGS ROAD					
23-00035	01/11/23	11 INVOICE #10798	130.00	3-01-25-240-000-167 Police: Towing - Impound Yard	Budget	Aprv	6	1
23-00035	01/11/23	12 INVOICE #10801	130.00	3-01-25-240-000-167 Police: Towing - Impound Yard	Budget	Aprv	7	1
23-00035	01/11/23	13 INVOICE #10802	130.00	3-01-25-240-000-167 Police: Towing - Impound Yard	Budget	Aprv	8	1
23-00035	01/11/23	14 INVOICE #10803	130.00	3-01-25-240-000-167 Police: Towing - Impound Yard	Budget	Aprv	9	1
23-00035	01/11/23	15 INVOICE #10809	130.00	3-01-25-240-000-167 Police: Towing - Impound Yard	Budget	Aprv	10	1

Check No. PO #	Check Date Enc Date	Vendor # Name Item Description	Payment Amt	Street 1 of Address to be printed on Check Charge Account Description	Account Type	Status	Seq	Acct
			650.00					
05/02/23 ARCOM001 A & R COMMUNICATIONS				91 MAIN STREET				
23-00970	04/25/23	1 PAYMENT #5 - MAY, 2023	10.58	3-01-26-300-000-154	Budget	Aprv	303	1
				Ctrl Maint: Equipment Maintenance				
23-00970	04/25/23	2	68.01	3-01-26-290-000-154	Budget	Aprv	304	1
				Streets: Equipment Maintenance				
23-00970	04/25/23	3	59.38	3-01-26-305-000-154	Budget	Aprv	305	1
				Sanitation: Equipment Maintenance				
23-00970	04/25/23	4	31.87	3-01-26-310-000-154	Budget	Aprv	306	1
				Bldg/Grds: Equipment Maintenance				
23-00970	04/25/23	5	12.83	3-01-28-375-000-154	Budget	Aprv	307	1
				Parks: Equipment Maintenance				
23-00970	04/25/23	6	456.19	3-01-25-240-000-154	Budget	Aprv	308	1
				Police: Equipment Maintenance				
23-00970	04/25/23	7	7.42	3-01-22-200-000-154	Budget	Aprv	309	1
				Code: Equipment Maintenance				
23-00970	04/25/23	8	17.33	3-01-25-265-000-154	Budget	Aprv	310	1
				Fire: Equipment Maintenance				
23-00970	04/25/23	9	10.69	3-05-55-502-000-154	Budget	Aprv	311	1
				Sewer: Equipment Maintenance				
			674.30					
05/02/23 ASBUR001 ASBURY PARK PRESS				GANNETT NEW JERSEY NEWSPAPERS				
23-00917	04/19/23	1 NOTICE OF INTENT:	69.32	3-01-20-152-000-120	Budget	Aprv	278	1
				Central Svc: Advertising				
			69.32					
05/02/23 ATLAN006 ATLANTIC SAFETY PRODUCTS				55 BARNSTEAD RD				
23-00522	02/28/23	1 2XL BLK NITRILE GLOVES	186.00	3-01-26-310-000-116	Budget	Aprv	39	1
				Bldg/Grds: Janitorial Supplies				
23-00522	02/28/23	2 XL BLK NITRILE GLOVES	465.00	3-01-26-310-000-116	Budget	Aprv	40	1
				Bldg/Grds: Janitorial Supplies				
23-00522	02/28/23	3 L BLK NITRILE GLOVES	93.00	3-01-26-310-000-116	Budget	Aprv	41	1
				Bldg/Grds: Janitorial Supplies				
			744.00					
05/02/23 ATLAS001 ATLAS WELDING SUPPLY CO., INC.				808 BROOK ROAD				
23-00568	03/07/23	1 CYLINDER RENTAL MARCH 2023	111.60	3-01-26-300-000-115	Budget	Aprv	57	1
				Ctrl Maint: Welding Supplies				
			111.60					
05/02/23 ATTM003 ATT MOBILITY				P.O. BOX 6463				
23-00968	04/25/23	1 PAYMENT #4 - APRIL, 2023	0.00	3-01-31-450-000-213	Budget	Aprv	297	1
				Telecommunications: Telephone				
23-00968	04/25/23	2 BOROUGH PHONES	837.31	3-01-31-450-000-213	Budget	Aprv	298	1
				Telecommunications: Telephone				
23-00968	04/25/23	3 POLICE MODEMS	1,880.35	3-01-31-450-000-214	Budget	Aprv	299	1
				Telecommunications: Telephone - Police				
23-00968	04/25/23	4 POLICE PHONES	2,620.43	3-01-31-450-000-214	Budget	Aprv	300	1
				Telecommunications: Telephone - Police				
23-00968	04/25/23	5 IPADS/TABLETS & LAPTOPS	903.06	3-01-31-450-000-213	Budget	Aprv	301	1

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			6,241.15	Telecommunications: Telephone				
23-00969	04/25/23	05/02/23 ATTMO004 ATT MOBILITY 1 PAYMENT #4 - APRIL, 2023	248.25	P.O. BOX 6463 3-05-55-502-000-213 Sewer: Telephone	Budget	Aprv	302	1
			248.25					
23-00966	04/25/23	05/02/23 ATTTE001 AT&T TELECONFERENCE SERVICES 1 PAYMENT #3 - MARCH, 2023	169.80	P.O. BOX 5002 3-01-20-100-001-177 Admin Info Tech: Technology Maintenance	Budget	Aprv	296	1
			169.80					
23-00146	01/20/23	05/02/23 BFJPL001 BFJ PLANNING 3 PAYMENT #2 - INV.#0026650.01B3	3,900.00	115 5th AVENUE T-03-56-860-000-003 Afford Housing: RCA Contrib Unrestricted	Budget	Aprv	27	1
			3,900.00					
23-00901	04/17/23	05/02/23 BOROU005 BOROUGH OF TINTON FALLS 1 TRANS. TTL/CURR. TAX SALE#3285	8.00	T-03-56-851-000-001 TTL Trust: TTL Redemptions	Budget	Aprv	262	1
			8.00					
23-00038	01/11/23	05/02/23 BOROU009 BOROUGH OF TINTON FALLS 4 PAYMENT #3 -3/1/2023-3/31/2023	857.14	MUNICIPAL COURT 3-01-43-490-000-294 Court: Other	Budget	Aprv	13	1
			857.14					
23-00870	04/12/23	05/02/23 CENTR023 CENTRAL JERSEY REGISTRAR ASSOC 1 Membership Dues	40.00	Nancy Tran, CJRA Treasurer 3-01-20-120-000-127 Clerk: Dues	Budget	Aprv	208	1
23-00871	04/12/23	1 CJRA Spring Meeting	40.00	3-01-20-120-000-128 Clerk: Meetings & Conferences	Budget	Aprv	209	1
			80.00					
23-00874	04/12/23	05/02/23 CIMIN010 CIMINO & FILIPPONE, LLC 1 OVERPAYMENT 2023 1ST QTR TAXES	1,466.98	1 BETHANY ROAD 3-01-99-999-000-205 Tax Overpayments	Budget	Aprv	212	1
			1,466.98					
23-00875	04/12/23	05/02/23 CLAYT006 CLAYTON, STEVEN R. 1 OVERPAYMENT 2022 3RD/4TH QTR	2,583.37	12 GROOM COURT 3-01-99-999-000-205 Tax Overpayments	Budget	Aprv	213	1
			2,583.37					
23-00569	03/07/23	05/02/23 CMAUT001 C & M AUTO PARTS, INC 1 COOLANT RESERVIOR	60.04	610 PLUM STREET 3-01-26-300-000-203 Ctrl Maint: Motor Vehicle - Police	Budget	Aprv	58	1
23-00569	03/16/23	2 DISC BRAKE HARDWARE	5.99	3-01-26-300-000-203 Ctrl Maint: Motor Vehicle - Police	Budget	Aprv	59	1
23-00569	03/16/23	3 BRAKE PADS	41.15	3-01-26-300-000-203 Ctrl Maint: Motor Vehicle - Police	Budget	Aprv	60	1

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23-00569	03/16/23	4 BRAKE PADS	29.50	3-01-26-300-000-203 Ctrl Maint: Motor Vehicle - Police	Budget	Aprv	61	1
23-00569	03/16/23	5 DISC BRAKE HARDWARE	5.00	3-01-26-300-000-203 Ctrl Maint: Motor Vehicle - Police	Budget	Aprv	62	1
23-00569	03/16/23	6 LUBE SPIN-ON	29.45	3-05-55-502-000-181 Sewer: General Hardware-Minor Tools	Budget	Aprv	63	1
23-00569	03/16/23	7 OUTER AIR ELEMENT	67.88	3-01-26-300-000-202 Ctrl Maint: Motor Vehicle-Sanitation	Budget	Aprv	64	1
23-00569	03/16/23	8 FUEL/WATER SEP	12.77	3-01-26-300-000-202 Ctrl Maint: Motor Vehicle-Sanitation	Budget	Aprv	65	1
23-00569	03/16/23	9 COOLANT SPIN ON	42.74	3-01-26-300-000-202 Ctrl Maint: Motor Vehicle-Sanitation	Budget	Aprv	66	1
23-00569	03/16/23	10 LUBE SPIN ON	29.45	3-01-26-300-000-202 Ctrl Maint: Motor Vehicle-Sanitation	Budget	Aprv	67	1
23-00569	03/22/23	11 BATTERY	149.99	3-01-26-300-000-203 Ctrl Maint: Motor Vehicle - Police	Budget	Aprv	68	1
23-00569	03/22/23	12 CORE	11.00	3-01-26-300-000-203 Ctrl Maint: Motor Vehicle - Police	Budget	Aprv	69	1
23-00569	03/28/23	13 LUBE ELEMENT	46.57	3-01-26-300-000-202 Ctrl Maint: Motor Vehicle-Sanitation	Budget	Aprv	70	1
23-00569	03/28/23	14 WIX FUEL FILTER	87.63	3-01-26-300-000-202 Ctrl Maint: Motor Vehicle-Sanitation	Budget	Aprv	71	1
23-00569	03/30/23	15 LUBE SPIN ON	4.05	3-01-26-300-000-201 Ctrl Maint: Motor Vehicle - Streets	Budget	Aprv	72	1
23-00569	04/04/23	16 AIR FILTER	37.49	3-01-26-300-000-199 Ctrl Maint: Motor Vehicle	Budget	Aprv	73	1
23-00569	04/04/23	17 CABIN AIR FILTER	12.99	3-01-26-300-000-199 Ctrl Maint: Motor Vehicle	Budget	Aprv	74	1
23-00569	04/04/23	18 PART RETURN	37.49-	3-01-26-300-000-199 Ctrl Maint: Motor Vehicle	Budget	Aprv	75	1
23-00569	04/04/23	19 PART RETURN	12.99-	3-01-26-300-000-199 Ctrl Maint: Motor Vehicle	Budget	Aprv	76	1
23-00569	04/04/23	20 CORE CREDIT	11.00-	3-01-26-300-000-203 Ctrl Maint: Motor Vehicle - Police	Budget	Aprv	77	1
23-00569	04/04/23	21 FUEL/WATER SEPERATOR	26.25	3-01-26-300-000-202 Ctrl Maint: Motor Vehicle-Sanitation	Budget	Aprv	78	1
23-00569	04/04/23	22 CORE CREDIT	26.25-	3-01-26-300-000-202 Ctrl Maint: Motor Vehicle-Sanitation	Budget	Aprv	79	1
			612.21					
	05/02/23	CMEAS001 CME ASSOCIATES		1460 ROUTE 9 SOUTH				
23-00147	01/20/23	5 PAYMENT #4 - INV. #324626	2,970.00	T-03-56-860-000-001 Afford Housing: Developer Fees	Budget	Aprv	28	1
23-00147	01/20/23	6 PAYMENT #5 - INV. #326069	1,683.00	T-03-56-860-000-001 Afford Housing: Developer Fees	Budget	Aprv	29	1
23-00147	01/20/23	7 PAYMENT #6 - INV. #326938	1,980.00	T-03-56-860-000-001 Afford Housing: Developer Fees	Budget	Aprv	30	1
			6,633.00					
	05/02/23	COMCA002 COMCAST		P.O. BOX 70219				
23-00859	04/12/23	1 PAYMENT #4 - APRIL, 2023	398.48	3-01-31-450-000-214 Telecommunications: Telephone - Police	Budget	Aprv	196	1

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23-00860	04/12/23	1 PAYMENT #4 - APRIL, 2023	41.59	3-01-31-450-000-213 Telecommunications: Telephone	Budget	Aprv	197	1
23-00900	04/17/23	1 PAYMENT #4 - APRIL, 2023	166.10	3-01-31-450-000-213 Telecommunications: Telephone	Budget	Aprv	261	1
			<u>606.17</u>					
	05/02/23	CONNE001 CONNER STRONG & BUCKELEW		2 COOPER STREET				
23-00851	04/11/23	1 RENEWAL OF ACCIDENT POLICY	6,909.00	T-03-56-858-000-001 Self Ins Trust: Self Insurance	Budget	Aprv	189	1
			<u>6,909.00</u>					
	05/02/23	CUMMI002 CUMMINS INC.		P.O.BOX 786567				
23-00788	03/30/23	1 TUBE, BREATHER	99.97	3-01-26-300-000-202 Ctrl Maint: Motor Vehicle-Sanitation	Budget	Aprv	143	1
23-00788	03/30/23	2 SHIPPING	30.00	3-01-26-300-000-202 Ctrl Maint: Motor Vehicle-Sanitation	Budget	Aprv	144	1
			<u>129.97</u>					
	05/02/23	FRONT001 FRONT POCKET INNOVATIONS, LLC		(THE NEOMAG)				
23-00825	04/05/23	1 SENTRY STRAP BLK SKU SS-BLACK	559.86	3-01-25-240-000-107 Police: Ammo	Budget	Aprv	169	1
23-00825	04/05/23	2 SHIPPING COST	10.00	3-01-25-240-000-107 Police: Ammo	Budget	Aprv	170	1
			<u>569.86</u>					
	05/02/23	GMTR001 G & M TROPHY		265 HIGHWAY 36 WEST				
23-00123	01/18/23	1 TP BC523 CLOCK	222.80	3-01-25-252-000-136 OEM: Schooling/Training	Budget	Aprv	17	1
			<u>222.80</u>					
	05/02/23	GREEN005 GREENWAY INDUSTRIES OF NJ, LLC		DBA: GREENWAY RECYCLING				
23-00532	03/01/23	1 ASPHALT FOR POT HOLES MAR 23	632.15	3-01-26-290-000-189 Streets: Road Material	Budget	Aprv	48	1
23-00532	04/13/23	2 ASPHALT FOR POT HOLES MAR 23	63.90	3-01-26-290-000-189 Streets: Road Material	Budget	Aprv	49	1
23-00532	04/13/23	3 ASPHALT FOR POT HOLES MAR 23	719.62	3-01-26-290-000-189 Streets: Road Material	Budget	Aprv	50	1
23-00532	04/13/23	4 ASPHALT FOR POT HOLES MAR 23	1,265.87	3-01-26-290-000-189 Streets: Road Material	Budget	Aprv	51	1
23-00532	04/13/23	5 ASPHALT FOR POT HOLES MAR 23	872.48	3-01-26-290-000-189 Streets: Road Material	Budget	Aprv	52	1
23-00532	04/13/23	6 ASPHALT FOR POT HOLES MAR 23	1,187.61	3-01-26-290-000-189 Streets: Road Material	Budget	Aprv	53	1
			<u>4,741.63</u>					
	05/02/23	GROFF01 GROFF TRACTOR MID ATLANTIC		PO BOX #69373				
23-00697	03/17/23	1 PICK	1,161.60	3-01-26-290-000-183 Streets: Machinery Parts	Budget	Aprv	129	1
23-00697	03/17/23	2 DRUM SHARK	335.14	3-01-26-290-000-183 Streets: Machinery Parts	Budget	Aprv	130	1
23-00697	04/18/23	3 SHIPPING	132.54	3-01-26-290-000-183 Streets: Machinery Parts	Budget	Aprv	131	1

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			1,629.28					
05/02/23 HUTCH002 HUTCHINS HVAC, INC				601 UNION AVE				
23-00204	01/25/23	1 HVAC PREVENTATIVE MAINTENANCE	2,600.00	3-01-26-310-000-154	Budget	Aprv	31	1
				Bldg/Grds: Equipment Maintenance				
23-00205	01/25/23	1 JOHNSON CONTROLS FACILITY	1,760.00	3-01-26-310-000-154	Budget	Aprv	32	1
				Bldg/Grds: Equipment Maintenance				
			4,360.00					
05/02/23 INSTA001 INSTANT VERIFICATION				602 WOODMERE AVE				
23-00910	04/18/23	1 COACHES BACKGROUND CHECKS	1,748.00	3-01-28-370-000-294	Budget	Aprv	275	1
				Recreation: Other				
			1,748.00					
05/02/23 JCPL0001 JCP&L				BUILDINGS				
23-00880	04/14/23	1 PAYMENT #3 - MARCH, 2023	173.73	3-01-31-430-000-215	Budget	Aprv	214	1
				Electricity: Electric				
23-00881	04/14/23	1 PAYMENT #3 - MARCH, 2023	26.97	3-01-31-430-000-215	Budget	Aprv	215	1
				Electricity: Electric				
23-00882	04/14/23	1 PAYMENT #3 - MARCH, 2023	5,505.56	3-01-31-430-000-215	Budget	Aprv	216	1
				Electricity: Electric				
23-00884	04/14/23	1 PAYMENT #3 - MARCH, 2023	1,320.11	3-01-31-430-000-215	Budget	Aprv	229	1
				Electricity: Electric				
23-00899	04/17/23	1 PAYMENT #3 - MARCH, 2023	0.00	3-01-31-430-000-215	Budget	Aprv	244	1
				Electricity: Electric				
23-00899	04/17/23	2 100-012-263-073	53.17	3-01-31-430-000-215	Budget	Aprv	245	1
				Electricity: Electric				
23-00899	04/17/23	3 100-012-337-836	193.91	3-01-31-430-000-215	Budget	Aprv	246	1
				Electricity: Electric				
23-00899	04/17/23	4 100-013-983-984	246.85	3-01-31-430-000-215	Budget	Aprv	247	1
				Electricity: Electric				
23-00899	04/17/23	5 100-015-448-242	58.99	3-01-31-430-000-215	Budget	Aprv	248	1
				Electricity: Electric				
23-00899	04/17/23	6 100-015-448-341	43.96	3-01-31-430-000-215	Budget	Aprv	249	1
				Electricity: Electric				
23-00899	04/17/23	7 100-015-448-416	31.11	3-01-31-430-000-215	Budget	Aprv	250	1
				Electricity: Electric				
23-00899	04/17/23	8 100-015-448-648	289.91	3-01-31-430-000-215	Budget	Aprv	251	1
				Electricity: Electric				
23-00899	04/17/23	9 100-030-315-079	509.52	3-01-31-430-000-215	Budget	Aprv	252	1
				Electricity: Electric				
23-00899	04/17/23	10 100-030-696-478	14.69	3-01-31-430-000-215	Budget	Aprv	253	1
				Electricity: Electric				
23-00899	04/17/23	11 100-074-802-370	4.09	3-01-31-430-000-215	Budget	Aprv	254	1
				Electricity: Electric				
23-00899	04/17/23	12 100-073-060-350	0.00	3-01-31-430-000-215	Budget	Aprv	255	1
				Electricity: Electric				
23-00899	04/17/23	13 100-059-018-828	478.89	3-01-31-430-000-215	Budget	Aprv	256	1
				Electricity: Electric				
23-00899	04/17/23	14 100-060-488-234	2,253.59	3-01-31-430-000-215	Budget	Aprv	257	1
				Electricity: Electric				
23-00899	04/17/23	15 100-078-740-139	0.00	3-01-31-430-000-215	Budget	Aprv	258	1

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23-00899	04/17/23	16 100-073-019-745	98.47	Electricity: Electric 3-01-31-430-000-215	Budget	Aprv	259	1
23-00899	04/17/23	17 100-120-626-468	32.50	Electricity: Electric 3-01-31-430-000-215	Budget	Aprv	260	1
			<u>11,336.02</u>	Electricity: Electric				
05/02/23 JCPL0002 JCP&L				TRAFFIC LIGHTS				
23-00862	04/12/23	1 PAYMENT #3 - MARCH, 2023	21.90	3-01-31-430-000-216	Budget	Aprv	199	1
			<u>21.90</u>	Electricity: Traffic Lighting				
05/02/23 JCPL0003 JCP&L				STREET LIGHTS				
23-00861	04/12/23	1 PAYMENT #3 - MARCH, 2023	41.88	3-01-31-435-000-217	Budget	Aprv	198	1
				Street Lighting: Street Lighting				
23-00909	04/18/23	1 PAYMENT #4 - APRIL, 2023	0.00	3-01-31-435-000-217	Budget	Aprv	271	1
				Street Lighting: Street Lighting				
23-00909	04/18/23	2 ACCT. #100-012-464-382	1,707.76	3-01-31-435-000-217	Budget	Aprv	272	1
				Street Lighting: Street Lighting				
23-00909	04/18/23	3 ACCT. #100-012-464-440	931.92	3-01-31-435-000-217	Budget	Aprv	273	1
				Street Lighting: Street Lighting				
23-00909	04/18/23	4 ACCT. #100-012-464-499	5,624.36	3-01-31-435-000-217	Budget	Aprv	274	1
			<u>8,305.92</u>	Street Lighting: Street Lighting				
05/02/23 JCPL0004 JCP&L				PUMPING STATIONS				
23-00883	04/14/23	1 PAYMENT #3 - MARCH, 2023	0.00	3-05-55-502-000-214	Budget	Aprv	217	1
				Sewer: Gas & Electric				
23-00883	04/14/23	2 100-012-218-929	558.91	3-05-55-502-000-214	Budget	Aprv	218	1
				Sewer: Gas & Electric				
23-00883	04/14/23	3 100-012-337-752	717.48	3-05-55-502-000-214	Budget	Aprv	219	1
				Sewer: Gas & Electric				
23-00883	04/14/23	4 100-012-339-261	86.76	3-05-55-502-000-214	Budget	Aprv	220	1
				Sewer: Gas & Electric				
23-00883	04/14/23	5 100-012-390-314	62.31	3-05-55-502-000-214	Budget	Aprv	221	1
				Sewer: Gas & Electric				
23-00883	04/14/23	6 100-012-392-146	637.08	3-05-55-502-000-214	Budget	Aprv	222	1
				Sewer: Gas & Electric				
23-00883	04/14/23	7 100-012-464-077	172.60	3-05-55-502-000-214	Budget	Aprv	223	1
				Sewer: Gas & Electric				
23-00883	04/14/23	8 100-013-946-387	275.45	3-05-55-502-000-214	Budget	Aprv	224	1
				Sewer: Gas & Electric				
23-00883	04/14/23	9 100-015-616-400	179.41	3-05-55-502-000-214	Budget	Aprv	225	1
				Sewer: Gas & Electric				
23-00883	04/14/23	10 100-048-481-806	308.54	3-05-55-502-000-214	Budget	Aprv	226	1
				Sewer: Gas & Electric				
23-00883	04/14/23	11 100-070-930-399	36.98	3-05-55-502-000-214	Budget	Aprv	227	1
				Sewer: Gas & Electric				
23-00883	04/14/23	12 100-066-506-898	46.89	3-05-55-502-000-214	Budget	Aprv	228	1
				Sewer: Gas & Electric				
23-00895	04/17/23	1 PAYMENT #3 - MARCH, 2023	384.17	3-05-55-502-000-214	Budget	Aprv	240	1
				Sewer: Gas & Electric				

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23-00896	04/17/23	1 PAYMENT #3 - MARCH, 2023	714.45	3-05-55-502-000-214 Sewer: Gas & Electric	Budget	Aprv	241	1
23-00897	04/17/23	1 PAYMENT #3 - MARCH, 2023	82.84	3-05-55-502-000-214 Sewer: Gas & Electric	Budget	Aprv	242	1
23-00898	04/17/23	1 PAYMENT #3 - MARCH, 2023	210.67	3-05-55-502-000-214 Sewer: Gas & Electric	Budget	Aprv	243	1
			<u>4,474.54</u>					
	05/02/23	JOHN0014 JOHN GUIRE SUPPLY, LLC		187 BRIGHTON AVENUE				
23-00849	04/11/23	1 TWIN LINE NYLN	74.40	3-01-26-300-000-201 Ctrl Maint: Motor Vehicle - Streets	Budget	Aprv	184	1
23-00849	04/12/23	2 METRIC MALE	18.56	3-01-26-300-000-201 Ctrl Maint: Motor Vehicle - Streets	Budget	Aprv	185	1
23-00849	04/12/23	3 METRIC SWIVEL FEMALE	45.08	3-01-26-300-000-201 Ctrl Maint: Motor Vehicle - Streets	Budget	Aprv	186	1
23-00849	04/12/23	4 PIRANHA FLEX FERRULE	18.08	3-01-26-300-000-201 Ctrl Maint: Motor Vehicle - Streets	Budget	Aprv	187	1
			<u>156.12</u>					
	05/02/23	KUCJE005 KUC, JESSICA		71 DIANE DRIVE				
23-00873	04/12/23	1 OVERPAYMENT 2023 1ST QTR TAXES	1,122.68	3-01-99-999-000-205 Tax Overpayments	Budget	Aprv	211	1
			<u>1,122.68</u>					
	05/02/23	LANIG001 LANIGAN ASSOCIATES		UNIFORM HEADQUARTERS				
23-00837	04/06/23	1 INITIAL OUTFITTING M. VOLKER	0.00	3-01-25-240-000-135 Police: Initial Outfitting	Budget	Aprv	177	1
23-00837	04/06/23	2 DUTY BELT PER INVOICE 98610	59.00	3-01-25-240-000-135 Police: Initial Outfitting	Budget	Aprv	178	1
			<u>59.00</u>					
	05/02/23	MAZZA001 MAZZA RECYCLING SERVICES, LTD.		3230 SHAFTO ROAD				
23-00750	03/24/23	1 TIRE DISPOSAL	744.00	G-02-41-806-010-004 Grant: Clean Comm. 2021: Other	Budget	Aprv	138	1
23-00751	03/24/23	1 RECYCLE DISPOSAL MAR 2023	12,987.81	3-01-32-465-000-221 Landfill: Transfer Station Fees	Budget	Aprv	139	1
			<u>13,731.81</u>					
	05/02/23	MONMO002 MON CTY POLICE ACADEMY		MON. COUNTY TREASURER				
23-00042	01/12/23	1 FIREARM APPLICATION CLASS	50.00	3-01-25-240-000-136 Police: Schooling/Training	Budget	Aprv	16	1
			<u>50.00</u>					
	05/02/23	MONMO009 MON. CTY. TREASURER-COUNTY		ONE EAST MAIN STREET				
23-00852	04/11/23	1 COUNTY TAXES DUE: MAY 15 2023	2,137,122.00	3-01-99-999-000-208 County Taxes Payable	Budget	Aprv	190	1
			<u>2,137,122.00</u>					
	05/02/23	MONMO010 MON. CTY. TREASURER-LIBRARY		ONE EAST MAIN STREET				
23-00853	04/11/23	1 COUNTY TAXES DUE: MAY 15 2023	160,623.22	3-01-99-999-000-208 County Taxes Payable	Budget	Aprv	191	1
			<u>160,623.22</u>					



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23-00854	04/11/23	05/02/23 MONMO011 MON. CTY. TREASURER-OPEN SPACE 1 COUNTY TAXES DUE: MAY 15 2023	276,981.85	ONE EAST MAIN STREET 3-01-99-999-000-208 County Taxes Payable	Budget	Aprv	192	1
			<u>276,981.85</u>					
23-00857	04/11/23	05/02/23 MONMO013 MONMOUTH MUNICIPAL JOINT INS. 1 SECOND INSTALLMENT 2023 MMJIF	438,707.00	P.O. BOX 11469 T-03-56-858-000-001 Self Ins Trust: Self Insurance	Budget	Aprv	195	1
			<u>438,707.00</u>					
23-00577	03/07/23	05/02/23 MONMO022 MONMOUTH BUILDING CENTER, CORP 1 DOUG FIR	57.08	777 SHREWSBURY AVE T-03-56-857-000-002 Gen Trust: Recycling	Budget	Aprv	80	1
23-00577	03/20/23	2 CLASSIC RIB MAT PEPPER	109.98	3-01-26-290-000-191 Streets: Signs	Budget	Aprv	81	1
23-00577	03/20/23	3 RUBBER STRAP UPC TAGGED	30.48	3-01-26-290-000-191 Streets: Signs	Budget	Aprv	82	1
23-00577	03/20/23	4 YD WHITE COLORED DUCTAPE	10.99	3-01-26-290-000-191 Streets: Signs	Budget	Aprv	83	1
23-00577	03/30/23	5 ROOF CEMENT CARTRIDGE	3.79	3-01-28-375-000-181 Parks: General Hardware-Minor Tools	Budget	Aprv	84	1
23-00577	03/30/23	6 ROOF CEMENT CARTRIDGE	3.79	3-01-26-310-000-117 Bldg/Grds: Building Materials & Supplies	Budget	Aprv	85	1
23-00577	04/05/23	7 CARRIAGE SCREW GAL	28.99	T-03-56-857-000-002 Gen Trust: Recycling	Budget	Aprv	86	1
23-00577	04/05/23	8 GINISHED HEX NUT GALV	12.59	3-01-26-310-000-117 Bldg/Grds: Building Materials & Supplies	Budget	Aprv	87	1
23-00577	04/05/23	9 USS FL WASH	13.99	3-01-26-310-000-117 Bldg/Grds: Building Materials & Supplies	Budget	Aprv	88	1
23-00577	04/05/23	10 BOLT SNAP NICKEL	9.58	3-01-28-375-000-181 Parks: General Hardware-Minor Tools	Budget	Aprv	89	1
23-00577	04/05/23	11 REBAR REINFORCING ROD	240.00	3-01-28-375-000-181 Parks: General Hardware-Minor Tools	Budget	Aprv	90	1
23-00577	04/05/23	12 REBAR TIE TWISTER TOOL	17.49	3-01-28-375-000-181 Parks: General Hardware-Minor Tools	Budget	Aprv	91	1
23-00577	04/05/23	13 CREDIT ON ACCOUNT	3.54-	3-01-26-310-000-117 Bldg/Grds: Building Materials & Supplies	Budget	Aprv	92	1
23-00577	04/05/23	14 CREDIT ON ACCOUNT	40.90-	3-01-26-310-000-117 Bldg/Grds: Building Materials & Supplies	Budget	Aprv	93	1
			<u>494.31</u>					
23-00835	04/06/23	05/02/23 MONRO001 MONROE SYSTEMS FOR BUSINESS 1 8145XB BLACK CALCULATOR	175.00	LOCKBOX 52873 3-05-55-502-000-101 Sewer: Office Supplies	Budget	Aprv	174	1
23-00835	04/06/23	2 FREIGHT	12.00	3-05-55-502-000-101 Sewer: Office Supplies	Budget	Aprv	175	1
			<u>187.00</u>					
23-00533	03/01/23	05/02/23 MRJOH001 UNITED SITE TRISTATE 1 PORTABLE BATHROOM WARDELL PARK	430.00	PO BOX 735008 3-01-28-370-000-250 Recreation: Facilities & Supplies	Budget	Aprv	54	1

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			430.00					
23-00855	04/11/23	05/02/23 MRTAX MONMOUTH REGIONAL HIGH SCHOOL 1 2022-2023 TX LVY DUE:5/1/2023	1,112,411.25	ONE NORMAN J FIELD WAY 3-01-99-999-002-206 School Taxes Payable - MRHS	Budget	Aprv	193	1
			1,112,411.25					
23-00840	04/06/23	05/02/23 MVPME001 MVP MEDICAL ASSOCIATES PA 1 MEDICAL SCREEN - JOSEPH MENDEZ	140.00	1803 HIGHWAY 35 3-01-25-240-000-140 Police: Physicals	Budget	Aprv	179	1
23-00840	04/06/23	2 MEDICAL SCREEN-LYNELLE SCANLON	140.00	3-01-25-240-000-140 Police: Physicals	Budget	Aprv	180	1
23-00840	04/06/23	3 MEDICAL SCREEN -	241.00	3-01-25-240-000-140 Police: Physicals	Budget	Aprv	181	1
23-00840	04/06/23	4 MEDICAL SCREEN- MICHAEL VOLKER	271.00	3-01-25-240-000-140 Police: Physicals	Budget	Aprv	182	1
			792.00					
23-00736	03/22/23	05/02/23 NAPAG001 NAPA G.P.C. FORMERLY F& C 1 WHL/DRUM	903.20	NAPA AUTO PARTS 3-01-26-300-000-202 Ctrl Maint: Motor Vehicle-Sanitation	Budget	Aprv	132	1
23-00736	03/22/23	2 HD BRAKE SHOE KIT	855.00	3-01-26-300-000-202 Ctrl Maint: Motor Vehicle-Sanitation	Budget	Aprv	133	1
23-00736	03/22/23	3 DRUM	359.90	3-01-26-300-000-202 Ctrl Maint: Motor Vehicle-Sanitation	Budget	Aprv	134	1
23-00790	03/30/23	1 BRKE SHOE KIT	285.00	3-01-26-300-000-202 Ctrl Maint: Motor Vehicle-Sanitation	Budget	Aprv	145	1
23-00790	03/30/23	2 WHL/DRUM	451.60	3-01-26-300-000-202 Ctrl Maint: Motor Vehicle-Sanitation	Budget	Aprv	146	1
			2,854.70					
23-00037	01/11/23	05/02/23 NEWCO001 NEW COASTER, THE 14 PAYMENT #10 - INV. #59957	7.75	1011 MAIN STREET 3-01-20-120-000-120 Clerk: Advertising	Budget	Aprv	12	1
			7.75					
23-00948	04/21/23	05/02/23 NJDEP001 NJ DEPT. OF LABOR 1 1ST QTR 2021 UNEMPLOYMENT	782.80	P.O. BOX 059 T-03-56-852-000-001 Unemployment Trust	Budget	Aprv	292	1
			782.80					
23-00863	04/12/23	05/02/23 NJNAT002 NJ NATURAL GAS (monthly) 1 PAYMENT #3 - MARCH, 2023	44.00	P.O. BOX 11743 3-05-55-502-000-214 Sewer: Gas & Electric	Budget	Aprv	200	1
23-00864	04/12/23	1 PAYMENT #3 - MARCH, 2023	44.80	3-05-55-502-000-214 Sewer: Gas & Electric	Budget	Aprv	201	1
23-00865	04/12/23	1 PAYMENT #3 - MARCH, 2023	122.15	3-01-31-446-000-218 Gas: Natural Gas	Budget	Aprv	202	1
23-00866	04/12/23	1 PAYMENT #3 - MARCH, 2023	0.00	3-01-31-446-000-218 Gas: Natural Gas	Budget	Aprv	203	1
23-00866	04/12/23	2 664 TINTON AVENUE - LIBRARY	174.76	3-01-31-446-000-218 Gas: Natural Gas	Budget	Aprv	204	1

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23-00866	04/12/23	3 556 TINTON AVENUE - OLD DPW	597.79	3-01-31-446-000-218 Gas: Natural Gas	Budget	Aprv	205	1
23-00866	04/12/23	4 556 TINTON AVENUE - BUTLER BLD	493.76	3-01-31-446-000-218 Gas: Natural Gas	Budget	Aprv	206	1
23-00892	04/17/23	1 PAYMENT #4 - APRIL, 2023	30.50	3-05-55-502-000-214 Sewer: Gas & Electric	Budget	Aprv	237	1
23-00893	04/17/23	1 PAYMENT #3 - MARCH, 2023	42.00	3-01-31-446-000-218 Gas: Natural Gas	Budget	Aprv	238	1
23-00894	04/17/23	1 PAYMENT #3 - MARCH, 2023	43.89	3-05-55-502-000-214 Sewer: Gas & Electric	Budget	Aprv	239	1
			<u>1,593.65</u>					
	05/02/23	NJSHA001 NJ SHADE TREE FEDERATION		BLAKE HALL, COOK COLLEGE				
23-00836	04/06/23	1 2023 MEMBERSHIP DUES	95.00	3-01-26-312-000-127 Shade Tree: Dues	Budget	Aprv	176	1
			<u>95.00</u>					
	05/02/23	NJSTA001 NJ ST LEAGUE OF MUNICIPALITIES		222 WEST STATE STREET				
23-00547	03/02/23	1 PAYING YOUR MUNICIPAL	75.00	3-01-21-180-000-136 Planning: Schooling/Training	Budget	Aprv	56	1
23-00737	03/22/23	1 JOB POSTING	210.00	3-01-20-105-000-120 Human Res: Advertising	Budget	Aprv	135	1
23-00821	04/04/23	1 NJLM Municipal Directory	35.00	3-01-20-100-000-119 Admin: Books & Publications	Budget	Aprv	168	1
			<u>320.00</u>					
	05/02/23	NJSTA004 NJ ST LEAGUE OF MUNICIPALITIES		222 WEST STATE STREET				
23-00545	03/02/23	1 PAYING YOUR MUNICIPAL	75.00	3-01-20-105-000-136 Human Res: Schooling/Training	Budget	Aprv	55	1
			<u>75.00</u>					
	05/02/23	OFFIC005 OFFICE OF THE COUNTY CLERK		P.O. BOX 1251				
23-00902	04/17/23	1 REDEMPTION ON TSC #3285	8.00	T-03-56-851-000-001 TTL Trust: TTL Redemptions	Budget	Aprv	263	1
			<u>8.00</u>					
	05/02/23	PROCA005 PRO CAP 8 FBO FIRSTRUST BANK		P.O. BOX 774				
23-00903	04/17/23	1 REDEMPTION TAX SALE#3285	880.36	T-03-56-851-000-001 TTL Trust: TTL Redemptions	Budget	Aprv	264	1
23-00903	04/17/23	2 PREMIUM	1,800.00	T-03-56-850-000-007 Gen Trust: Tax Sale Premiums	Budget	Aprv	265	1
			<u>2,680.36</u>					
	05/02/23	PUMPI001 PUMPING SERVICES, INC.		201 LINCOLN BLVD.				
23-00748	03/24/23	1 LABOR	1,015.74	3-05-55-502-000-190 Sewer: Station Repairs	Budget	Aprv	137	1
23-00887	04/14/23	1 SUB GRINDER PUMP 5.4HP	5,467.25	3-05-55-502-000-190 Sewer: Station Repairs	Budget	Aprv	233	1
23-00887	04/14/23	2 CAP KIT	272.65	3-05-55-502-000-190 Sewer: Station Repairs	Budget	Aprv	234	1
23-00887	04/14/23	3 LABOR 3/27/23	1,169.64	3-05-55-502-000-190 Sewer: Station Repairs	Budget	Aprv	235	1

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			7,925.28					
05/02/23 RAINO001 RAINONE COUGHLIN MINCHELLO LLC 555 US HIGHWAY 1 SOUTH								
23-00138	01/20/23	2 PAYMENT #1 - INV. #15363	5,972.15	3-01-20-155-000-148	Budget	Aprv	24	1
				Law: Consultants - Labor Counsel				
23-00138	01/20/23	3 PAYMENT #2 - INV. #15545	1,369.50	3-01-20-155-000-148	Budget	Aprv	25	1
				Law: Consultants - Labor Counsel				
			7,341.65					
05/02/23 RICCI001 RICCIARDI BROTHERS OF MONMOUTH 315 ROUTE 35 NORTH								
23-00867	04/12/23	1 SUPPLIES: PAINT HOPE ROAD	39.75	3-01-26-290-000-190	Budget	Aprv	207	1
				Streets: Lines				
			39.75					
05/02/23 RICOH001 RICOH USA, INC. P.O. BOX 41564								
23-00240	03/24/23	5 PAYMENT #4 - APRIL, 2023	187.59	3-01-20-100-000-170	Budget	Aprv	33	1
				Admin: Leased Equipment				
23-00327	02/01/23	5 PAYMENT #4 - APRIL, 2023	150.07	3-01-20-152-000-171	Budget	Aprv	34	1
				Central Svc: Rented Equipment				
23-00398	03/24/23	5 PAYMENT #4 - APRIL, 2023	197.86	3-01-20-120-000-171	Budget	Aprv	38	1
				Clerk: Rented Equipment				
23-00926	04/20/23	1 PAYMENT #4 - APRIL, 2023	162.46	3-01-25-240-000-170	Budget	Aprv	286	1
				Police: Leased Equipment				
23-00927	04/20/23	1 PAYMENT #4 - APRIL, 2023	295.53	3-01-26-290-000-170	Budget	Aprv	287	1
				Streets: Leased Equipment				
23-00929	04/20/23	1 PAYMENT #4 - APRIL, 2023	133.34	3-01-43-490-000-295	Budget	Aprv	288	1
				Court: Office Equipment/Furniture				
23-00930	04/20/23	1 PAYMENT #4 - APRIL, 2023	60.32	3-01-20-145-000-295	Budget	Aprv	289	1
				Revenue: Office Equipment/Furniture				
23-00930	04/20/23	2	60.33	3-05-55-502-000-295	Budget	Aprv	290	1
				Sewer: Office Equipment/Furniture				
23-00930	04/20/23	3 OVERAGES	20.32	3-05-55-502-000-295	Budget	Aprv	291	1
				Sewer: Office Equipment/Furniture				
23-00962	04/24/23	1 PAYMENT #4 - APRIL, 2023	76.23	3-01-21-180-000-170	Budget	Aprv	293	1
				Planning: Leased Equipment				
23-00962	04/24/23	2	76.22	3-01-21-185-000-170	Budget	Aprv	294	1
				Zoning: Leased Equipment				
			1,420.27					
05/02/23 ROMAN001 ROMANOV, DAN								
23-00989	04/25/23	1 REIMBURSEMENT FOR CLOUDFLARE	240.00	3-01-20-100-001-177	Budget	Aprv	312	1
				Admin Info Tech: Technology Maintenance				
			240.00					
05/02/23 RUTGE012 RUTGERS, THE STATE UNIVERSITY RUTGERS LIFELONG LEARNING CTR								
23-00329	02/02/23	3 UNDERSTANDING PLANS: SITE PLAN	361.00	3-01-21-185-000-136	Budget	Aprv	35	1
				Zoning: Schooling/Training				
			361.00					
05/02/23 SEABO002 SEABOARD WELDING SUPPLY ATTN: RICKY								
23-00033	01/11/23	7 INVOICE #2151434	15.00	3-01-25-240-000-114	Budget	Aprv	3	1
				Police: Fire & Oxygen Refills				

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23-00033	01/11/23	8 INVOICE #2151557	105.00	3-01-25-240-000-114 Police: Fire & Oxygen Refills	Budget	Aprv	4	1
23-00033	01/11/23	9 INVOICE #951559	33.00	3-01-25-240-000-114 Police: Fire & Oxygen Refills	Budget	Aprv	5	1
			<u>153.00</u>					
	05/02/23	SEMCO001 SEMCOR II RENTAL CENTER, LLC		57 ROUTE 35				
23-00889	04/14/23	1 RENT CONCRETE BUGGY	126.50	T-03-56-859-000-001 Open Space Trust: Open Space	Budget	Aprv	236	1
			<u>126.50</u>					
	05/02/23	SIXFL001 SIX FLAGS GREAT ADVENTURE, LLC		PO BOX 28574				
23-00850	04/11/23	1 WILD ENCOUNTERS PROGRAM	350.00	G-02-41-807-000-001 Grant: Recycling Tonnage/Schooling	Budget	Aprv	188	1
			<u>350.00</u>					
	05/02/23	SPIRO002 SPIRO, HARRISON & NELSON		2 BRIDGE AVENUE				
23-00990	04/25/23	1 RWJ BARNABAS REDEVELOPMENT	1,500.00	BAR5884EX BARNABAS HEALTH-MEDICAL CAMPUS	Project	Aprv	313	1
23-00991	04/25/23	1 RWJ BARNABAS REDEVELOPMENT	7,131.00	BAR5884EX BARNABAS HEALTH-MEDICAL CAMPUS	Project	Aprv	314	1
			<u>8,631.00</u>					
	05/02/23	STAPL001 STAPLES ADVANTAGE		STAPLES				
23-00775	03/28/23	1 TN 221 COLOR 3 PACK	167.48	3-01-20-150-000-101 Assessor: Office Supplies	Budget	Aprv	142	1
23-00797	03/30/23	1 TN 221 BLACK 2 PACK	135.99	3-01-20-150-000-101 Assessor: Office Supplies	Budget	Aprv	155	1
			<u>303.47</u>					
	05/02/23	STAPL002 STAPLES CREDIT PLAN		DEPT.11-0005430988				
23-00335	02/06/23	1 CASES, HAMMERMAILL COPY PAPER	211.95	3-01-20-152-000-104 Central Svc: Reproduction Supplies	Budget	Aprv	36	1
23-00335	02/06/23	2 REAMS, HAMMERMILL, 97 BRIGHT	117.90	3-01-20-152-000-104 Central Svc: Reproduction Supplies	Budget	Aprv	37	1
			<u>329.85</u>					
	05/02/23	STAVO001 STAVOLA ASPHALT COMPANY		PO BOX 482				
23-00757	03/24/23	1 ASPHALT FOR POT HOLES MAR2023	2,541.56	3-01-26-290-000-189 Streets: Road Material	Budget	Aprv	140	1
23-00757	04/06/23	2 ASPHALT FOR POT HOLES MAR2023	1,831.00	3-01-26-290-000-189 Streets: Road Material	Budget	Aprv	141	1
			<u>4,372.56</u>					
	05/02/23	STELA001 STELAIR DESIGN		570 BROADWAY				
23-00658	03/15/23	1 TEE BALL JERSEYS AND HATS	0.00	3-01-28-370-000-246 Recreation: Baseball	Budget	Aprv	118	1
23-00658	03/15/23	2 TEE BALL JERSEYS AND HATS	1,240.00	3-01-28-370-000-246 Recreation: Baseball	Budget	Aprv	119	1
23-00658	03/15/23	3 TEE BALL JERSEYS AND HATS	930.00	3-01-28-370-000-246 Recreation: Baseball	Budget	Aprv	120	1
23-00658	03/15/23	4 TEE BALL JERSEYS AND HATS	357.00	3-01-28-370-000-246 Recreation: Baseball	Budget	Aprv	121	1

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23-00658	04/20/23	5 2 XL COACHES SHIRTS	69.00	Recreation: Baseball 3-01-28-370-000-246	Budget	Aprv	122	1
23-00658	04/20/23	6 SCREEN CHARGE SET-UP	20.00	Recreation: Baseball 3-01-28-370-000-246	Budget	Aprv	123	1
			<u>2,616.00</u>	Recreation: Baseball				
05/02/23 TAYLO001 TAYLOR'S TOWING				PO BOX 2517				
23-00036	03/13/23	20 INVOICE #174112	130.00	3-01-25-240-000-167	Budget	Aprv	11	1
			<u>130.00</u>	Police: Towing - Impound Yard				
05/02/23 TCTA002 TCTA SPRING CONFERENCE				PO BOX 1668				
23-00834	04/06/23	1 TCTANJ SPRING CONF-T. FALLON	430.00	3-01-20-130-000-128	Budget	Aprv	172	1
				Finance: Meetings & Conferences				
23-00834	04/06/23	2 TCTANJ SPRING CONF-C. HUSSEY	430.00	3-01-20-145-000-128	Budget	Aprv	173	1
			<u>860.00</u>	Revenue: Meetings & Conferences				
05/02/23 TINTO003 TINTON FALLS SCHOOL				658 TINTON AVENUE				
23-00856	04/11/23	1 2022-2023 TX LVY DUE: 5/13/23	2,062,265.25	3-01-99-999-001-206	Budget	Aprv	194	1
			<u>2,062,265.25</u>	School Taxes Payable - TFBOE				
05/02/23 TINTO043 TINTON FALLS LITTLE LEAGUE				C/O JOHN MIZGLEWSKI				
23-00674	03/15/23	1 T.F. LITTLE LEAGUE-BOYS B.BALL	500.00	G-02-41-806-006-004	Budget	Aprv	124	1
				Grant: Clean Comm 2017: Other				
23-00674	03/15/23	2 T.F.LITTLE LEAGUE-GIRLS S.BALL	177.16	G-02-41-806-006-004	Budget	Aprv	125	1
				Grant: Clean Comm 2017: Other				
23-00674	03/15/23	3 T.F.LITTLE LEAGUE-GIRLS S.BALL	322.84	G-02-41-806-008-004	Budget	Aprv	126	1
			<u>1,000.00</u>	Grant: Clean Comm 2019: Other				
05/02/23 TMASS001 T & M ASSOCIATES				11 TINDALL ROAD				
21-01115	01/01/23	22 PAYMENT #20 - INV. #SE441403	514.25	3-05-99-999-001-204	Budget	Aprv	1	1
				Sewer: Accounts Payable				
22-01463	05/23/22	12 PAYMENT #11 - INV. #SE441389	2,148.50	C-04-21-477-000-555	Budget	Aprv	2	1
				ORD.21-1477/22-1488: Section 2:20 Costs				
23-00137	01/20/23	18 PAYMENT #13 - INV. #SE441390	5,166.00	3-01-20-165-000-144	Budget	Aprv	18	1
				Eng: Consultants - Engineer				
23-00137	01/20/23	19 PAYMENT #14 - INV. #SE441391	561.00	3-01-20-165-000-144	Budget	Aprv	19	1
				Eng: Consultants - Engineer				
23-00137	01/20/23	20 PAYMENT #15 - INV. #SE441392	140.25	3-05-55-502-000-144	Budget	Aprv	20	1
				Sewer: Consultants - Engineer				
23-00137	01/20/23	21 PAYMENT #16 - INV. #SE441393	514.25	3-01-20-165-000-144	Budget	Aprv	21	1
				Eng: Consultants - Engineer				
23-00137	01/20/23	22 PAYMENT #17 - INV. #SE441394	233.75	3-01-20-165-000-144	Budget	Aprv	22	1
				Eng: Consultants - Engineer				
23-00137	01/20/23	23 PAYMENT #18 - INV. #SE441395	7,386.50	3-01-20-165-000-144	Budget	Aprv	23	1
				Eng: Consultants - Engineer				
23-00144	01/20/23	4 PAYMENT #3 - INV. #SE441396	4,500.00	3-01-22-200-000-152	Budget	Aprv	26	1
				Code: Contractual Service				

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23-00905	04/17/23	1 FLM ASSOCIATES	1,173.54	FLM4229CU FLM ASSOC-3212 SHAFTO-USE	Project	Aprv	267	1
23-00906	04/17/23	1 DENHOLTZ TORNILLO 150	327.25	DEN4237CU DENHOLTZ TORNILLO 150-USE	Project	Aprv	268	1
23-00907	04/17/23	1 STAVOLA SELF STORAGE	3,568.50	STA4243CO STAVOLA RLTY-1829 WAYSIDE ROAD	Project	Aprv	269	1
23-00908	04/17/23	1 THE WALL COMPANY	187.00	THE4241CU THE WALL-700 SHREWS-CONCEPTUAL	Project	Aprv	270	1
23-00919	04/20/23	1 LENNAR PARCEL C-MIXED USE	1,400.00	LEN5926EO LENNAR PARCEL C-MIXED USE EO	Project	Aprv	279	1
23-00920	04/20/23	1 J&C PROPERTY HOLDINGS	840.00	JCP5595EO J&C PROP HOLDINGS - 309 ESSEX	Project	Aprv	280	1
23-00921	04/20/23	1 JSM/MEDLINE 1470 SHAFTO RD	826.25	JSM4239EO JSM @ TF - 1470 SHAFTO RD	Project	Aprv	281	1
23-00922	04/20/23	1 SENIOR HOUSING DEVELOPMENT	46.75	SEN4188EO SNR HOUSING DEV-1530 PARK AVE	Project	Aprv	282	1
23-00923	04/20/23	1 MASSARO REALTY, LLC	137.25	MON4203EO MON WIRE/MASSARO RLTY-SHAFTO	Project	Aprv	283	1
23-00924	04/20/23	1 MID-MONMOUTH TECH CENTER	2,495.75	MID4238EO MID-MON TECH-SUDLER MON, LLC	Project	Aprv	284	1
23-00925	04/20/23	1 IRONWORKS CROSSING-D.R. HORTON	9,002.46	DRH4236EO DR HORTON - IRONWORKS CROSSING	Project	Aprv	285	1
			<u>41,169.25</u>					
	05/02/23	TRANS001 TRANS BEARING		P.O. BOX 708				
23-00848	04/11/23	1 ADL METRIC SEAL	14.04	3-01-26-300-000-200 Ctrl Maint: Motor Vehicle - B&G	Budget	Aprv	183	1
			<u>14.04</u>					
	05/02/23	USBAN049 U.S. BANK OPERATIONS CENTER		LCKBX SRVCS-12-2640/EP-MN-01LB				
23-00885	04/14/23	1 INT PYMNT ON 2012B GOV BONDS	6,625.00	3-01-45-920-000-002 Debt Svc: Bond Interest	Budget	Aprv	230	1
23-00886	04/14/23	1 INT PYMNT ON 2014 GOV BONDS	11,250.00	3-01-45-920-000-002 Debt Svc: Bond Interest	Budget	Aprv	231	1
23-00886	04/14/23	2 LESS:CURRENT AVAILABLE BALANCE	0.03-	3-01-45-920-000-002 Debt Svc: Bond Interest	Budget	Aprv	232	1
			<u>17,874.97</u>					
	05/02/23	VERIZ012 VERIZON		(FIOS PHONES)				
23-00963	04/24/23	1 PAYMENT #4 - APRIL, 2023	199.89	3-01-31-440-000-213 Telephone: Telephone	Budget	Aprv	295	1
			<u>199.89</u>					
	05/02/23	WBMAS001 W. B. MASON CO., INC.		P.O. BOX 891101				
23-00677	03/15/23	1 Rediform Message Book	13.88	3-01-20-100-000-101 Admin: Office Supplies	Budget	Aprv	127	1
23-00677	03/15/23	2 Universal Message Book	11.89	3-01-20-100-000-101 Admin: Office Supplies	Budget	Aprv	128	1
23-00738	03/23/23	1 MISC. OFFICE SUPPLIES	237.87	3-01-25-252-000-101 OEM: Office Supplies	Budget	Aprv	136	1
23-00792	03/30/23	1 WIRE STEP FILE	6.34	3-01-26-290-000-101 Streets: Office Supplies	Budget	Aprv	147	1

Check No. PO #	Check Date Enc Date	Vendor # Name Item Description	Payment Amt	Street 1 of Address to be printed on Check Charge Account Description	Account Type	Status	Seq	Acct
23-00792	03/30/23	2 BLUE GEL PENS	40.56	3-01-26-290-000-101 Streets: Office Supplies	Budget	Aprv	148	1
23-00792	03/30/23	3 MECHANICAL PENCILS	8.98	3-01-26-290-000-101 Streets: Office Supplies	Budget	Aprv	149	1
23-00792	03/30/23	4 SCISSORS	3.59	3-01-26-290-000-101 Streets: Office Supplies	Budget	Aprv	150	1
23-00792	03/30/23	5 LETTER SIZE DIVIDERS	6.48	3-01-26-290-000-101 Streets: Office Supplies	Budget	Aprv	151	1
23-00792	03/30/23	6 3" BINDER	7.78	3-01-26-290-000-101 Streets: Office Supplies	Budget	Aprv	152	1
23-00792	03/30/23	7 MULTICOLOR DIVIDERS	17.76	3-01-26-290-000-101 Streets: Office Supplies	Budget	Aprv	153	1
23-00792	03/30/23	8 POLY FILE FOLDERS	19.48	3-01-26-290-000-101 Streets: Office Supplies	Budget	Aprv	154	1
23-00820	04/04/23	1 OFFICE SUPPLIES	0.00	3-01-25-240-000-101 Police: Office Supplies	Budget	Aprv	159	1
23-00820	04/04/23	2 SMEAD MANILA FILE JACKET	274.76	3-01-25-240-000-101 Police: Office Supplies	Budget	Aprv	160	1
23-00820	04/04/23	3 BROTHER P TOUCH FLEXIBLE TAPE	38.56	3-01-25-240-000-101 Police: Office Supplies	Budget	Aprv	161	1
23-00820	04/04/23	4 BROTHER P TOUCH LABEL	35.98	3-01-25-240-000-101 Police: Office Supplies	Budget	Aprv	162	1
23-00820	04/04/23	5 BURACELL AA BATTERIES	28.98	3-01-25-240-000-101 Police: Office Supplies	Budget	Aprv	163	1
23-00820	04/04/23	6 DUST OFF COMPRESSED GAS DUSTER	56.97	3-01-25-240-000-101 Police: Office Supplies	Budget	Aprv	164	1
23-00820	04/04/23	7 AVERY SHIPPING LABELS	79.36	3-01-25-240-000-101 Police: Office Supplies	Budget	Aprv	165	1
23-00820	04/04/23	8 WB MASON LEGAL PADS	31.98	3-01-25-240-000-101 Police: Office Supplies	Budget	Aprv	166	1
23-00820	04/04/23	9 WB MASON WRITING PAD	42.96	3-01-25-240-000-101 Police: Office Supplies	Budget	Aprv	167	1
			964.16					
	05/02/23	WHEAT005 WHEATON, DAVID & KATHLEEN		2100 S. OCEAN LANE				
23-00904	04/17/23	1 REFUNDING 2023 1ST. INSTALL.	200.00	3-05-99-999-000-206 Sewer: Overpaid Sewer Rents	Budget	Aprv	266	1
			200.00					

	<u>Count</u>	<u>Line Items</u>	<u>Amount</u>
Checks:	80	314	6,391,949.78

There are NO errors or warnings in this listing.



Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND	3-01	5,883,095.77	0.00	0.00	5,883,095.77
SEWER UTILITY FUND	3-05	<u>16,135.03</u>	<u>0.00</u>	<u>0.00</u>	<u>16,135.03</u>
	Year Total:	5,899,230.80	0.00	0.00	5,899,230.80
CAPITAL FUND	C-04	2,148.50	0.00	0.00	2,148.50
GRANT FUND	G-02	2,094.00	0.00	0.00	2,094.00
GENERAL TRUST FUND	T-03	459,840.73	0.00	0.00	459,840.73
Total of All Funds:		<u>6,363,314.03</u>	<u>0.00</u>	<u>0.00</u>	<u>6,363,314.03</u>

Project Description	Project No.	Project Total
BARNABAS HEALTH-MEDICAL CAMPUS	BAR5884EX	8,631.00
DENHOLTZ TORNILLO 150-USE VAR	DEN4237CU	327.25
DR HORTON - IRONWORKS CROSSING	DRH4236EO	9,002.46
FLM ASSOC-3212 SHAFTO-USE VAR	FLM4229CU	1,173.54
J&C PROP HOLDINGS - 309 ESSEX	JCP5595EO	840.00
JSM @ TF - 1470 SHAFTO RD	JSM4239EO	826.25
LENNAR PARCEL C-MIXED USE EO	LEN5926EO	1,400.00
MID-MON TECH-SUDLER MON, LLC	MID4238EO	2,495.75
MON WIRE/MASSARO RLTY-SHAFTO	MON4203EO	137.25
SNR HOUSING DEV-1530 PARK AVE	SEN4188EO	46.75
STAVOLA RLTY-1829 WAYSIDE ROAD	STA4243CO	3,568.50
THE WALL-700 SHREWS-CONCEPTUAL	THE4241CU	187.00
Total of All Projects:		<u>28,635.75</u>

G/L Posting Summary

Account	Description	Debits	Credits
3-01-101-01-000-001	Clearing	142.19	5,883,237.96
3-01-201-20-000-000	Current Appropriations	127,204.29	142.19
3-01-205-55-000-000	Tax Overpayments	6,630.10	0.00
3-01-206-55-000-001	School Taxes Payable - TFBOE	2,062,265.25	0.00
3-01-206-55-000-002	School Taxes Payable - MRHS	1,112,411.25	0.00
3-01-208-55-000-000	County Taxes Payable	<u>2,574,727.07</u>	<u>0.00</u>
Totals for Fund 3-01 :		5,883,380.15	5,883,380.15
3-02-101-01-000-001	Cash	0.00	2,094.00
3-02-213-40-000-000	Appropriated Reserves	<u>2,094.00</u>	<u>0.00</u>
Totals for Fund 3-02 :		2,094.00	2,094.00
3-03-101-01-000-001	Cash	0.00	1,886.07
3-03-101-01-000-004	Cash - TTL	0.00	896.36
3-03-101-01-000-007	Cash - Unemployment	0.00	782.80
3-03-101-01-000-011	Cash - Self Insurance	0.00	445,616.00
3-03-101-01-000-014	Cash - Open Space	0.00	126.50
3-03-101-01-000-016	Cash - Affordable Housing	0.00	10,533.00
3-03-201-20-000-000	Trust Appropriations	<u>459,840.73</u>	<u>0.00</u>
Totals for Fund 3-03 :		459,840.73	459,840.73
3-04-101-01-000-001	Cash	0.00	2,148.50
3-04-215-55-000-000	Capital Appropriations	2,148.50	0.00

Project Description	Project No.	Project Total	
Totals for Fund 3-04 :		<u>2,148.50</u>	<u>2,148.50</u>
3-05-101-01-000-001	Cash	0.00	16,135.03
3-05-201-20-000-000	Sewer Appropriations	15,420.78	0.00
3-05-204-55-000-001	Accounts Payable	514.25	0.00
3-05-206-55-000-000	Overpaid Sewer Rents	<u>200.00</u>	<u>0.00</u>
Totals for Fund 3-05 :		<u>16,135.03</u>	<u>16,135.03</u>
3-13-101-01-000-001	Cash	0.00	28,635.75
3-13-201-20-000-000	Escrow Checking	<u>28,635.75</u>	<u>0.00</u>
Totals for Fund 3-13 :		<u>28,635.75</u>	<u>28,635.75</u>
Grand Total:		<u>6,392,234.16</u>	<u>6,392,234.16</u>