

DRAFT
BOROUGH OF ROOSEVELT
33 N. Rochdale Ave, Roosevelt Borough, NJ 08555

COUNCIL REGULAR MEETING AGENDA
OCTOBER 7, 2024 @ 5:00 P.M.

TIME IN _____

Adequate notice of this meeting, as required by Chapter 231, P.L. 1975, has been provided by a public notice on September 10, 2024 which was posted on the Bulletin Board Roosevelt Post Office and in the Borough Hall. The notice was transmitted to The Times and Asbury Park Press.

ROLL CALL

- Councilmember Louis Esakoff
- Councilmember Michael Hamilton
- Councilmember Constance Herrstrom
- Councilmember Kristine Kaufman-Marut
- Councilmember Steven Macher
- Councilmember Joseph Trammell
- Mayor Peggy Malkin

MAYOR'S REPORT:

PUBLIC COMMENT: (Agenda items only)

MINUTES:

1. August 5, 2024 Regular Council Minutes

CORRESPONDENCE:

1. Letter received from the Township of Manalapan regarding the Shared Service Agreement for Regional Animal Control Services 2025-2026.
2. Letter from the Senior Citizens of Roosevelt, dated September 21, 2024, thanking the governing body for their generous support and help in funding their luncheon cruise.
3. Letter from Monmouth County Sheriff's Office, dated September 20, 2024, regarding the recertification of the biennial Emergency Operations Plan.
4. Petition received regarding Bond Ordinance 2024-09.

RESOLUTIONS:

Resolution 24-98 Resolution to Authorizing the Budget to be Read by Title Only

PRESENTATION AND PUBLIC HEARING OF THE 2024 BUDGET

The public hearing has been held opened.

M/Malkin closes the public comment at _____.

Resolution 24-99 Resolution Adopting the 2024 Budget

ORDINANCES:

**SECOND READING
ORDINANCE 2024-10**

**AN ORDINANCE OF THE BOROUGH OF ROOSEVELT
AMENDING CHAPTER 5: “ANIMAL CONTROL” TO
AUTHORIZE THE BOROUGH’S ANIMAL CONTROL
OFFICER TO ENFORCE WILDLIFE FEEDING
REGULATIONS**

CONSENT AGENDA RESOLUTIONS:

- Resolution 24-100 Payment of Bills – October 7, 2024
- Resolution 24-101 Resolution of the Borough Council of the Borough of Roosevelt Waiving
July/August Water and Sewer Utility Billings for 5 & 6 Cedar Court
- Resolution 24-102 Resolution Authorizing Execution of an Interlocal Services Agreement for
Regional Animal Control Services for 2025-2026
- Resolution 24-103 Authorizing the Award of a Non-Fair and Open Contract for Professional
Website Services to AlphaDog
- Resolution 24-104 Resolution of the Borough Council of the Borough of Roosevelt
Authorizing the Sale of Surplus Personal Property No Longer Needed for
Public Use on an Online Auction Website

REPORTS:

- 1. Certificate of Determination and Award

REPORTS OF COMMITTEE CHAIRS:

- | | |
|-----------------------------|-----------------------|
| Councilmember Esakoff | Administration |
| Councilmember Hamilton | Finance |
| Councilmember Herrstrom | Community Dev/Code |
| Councilmember Kaufman-Marut | Envi, Health & Safety |
| Councilmember Macher | Public Works |
| Councilmember Trammell | Utilities |

REPORTS OF BOROUGH OFFICIALS:

OLD BUSINESS:

NEW BUSINESS:

- 1. Branch Pickup – 11/13

GOOD AND WELFARE:

PUBLIC COMMENT: (Any item)

M/Malkin opens the public comment at _____
M/Malkin closes the public comment at _____

CLOSED SESSION:

Resolution 24-105 Providing for a Private Executive Meeting that Excludes the Public

ADJOURNMENT

TIME OUT: _____

Township of Manalapan

ADMINISTRATION

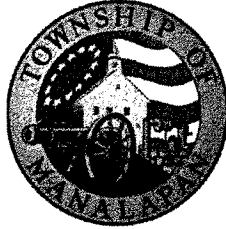
120 Route 522 • Manalapan, NJ 07726 • 732-446-8308 • Fax 732-446-9615

Website: www.mtnj.org

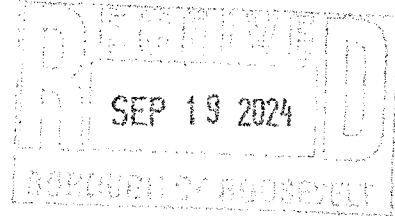
Mayor
MARY ANN MUSICH

Deputy Mayor
JACK MCNABOE

Township Committee
SUSAN COHEN
BARRY JACOBSON
ERIC NELSON



Township Administrator
TARA L. LOVRICH



September 4, 2024

Freehold Township Health Department
1 Municipal Plaza
Freehold, NJ 07728

Millstone Township Clerk's Office
470 Stagecoach Road
Millstone, NJ 08510

Hightstown Borough Clerk's Office
156 Bank Street
Hightstown, NJ 08520

Roosevelt Township Clerk's Office
P.O. Box 128
Roosevelt, NJ 08555

Jamesburg Borough Clerk's Office
131 Perrineville Road
Jamesburg, NJ 08831

RE: Shared Service Agreement for Regional Animal Control Services 2025-2026

Dear Recipients,

The Shared Service Agreement for Western Monmouth Animal Control Services is once again up for renewal for a 2 year contract term beginning January 1, 2025 thru December 31, 2026. Enclosed you will find a new contract for your review and consideration. The contract language has not changed. Note that Schedule A and Schedule B have been revised for contract year 2025.

Page 2
Manalapan Township

I am available should you have any questions or concerns with the renewal.

Thank you for being a part of the Manalapan Township/Western Monmouth Animal Control Program.

Very truly yours,

A handwritten signature in cursive script that reads "Renee Garrigana".

Renee Garrigana
Assistant Administrator

enclosure

cc: Tara Lovrich, Administrator

10/7/24 Agenda

Senior Citizens of Roosevelt

PO Box 362 Roosevelt NJ 08555 ROOSEVELTSENIORGROUP@GMAIL.COM



Providing social and recreational opportunities for senior residents of Roosevelt, NJ

September 21, 2024

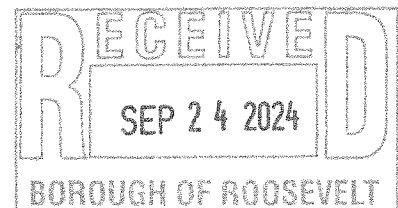
33 North Rochdale Avenue
P.O. Box 128
Roosevelt, NJ 08555

Dear Mayor Malkin and Borough Council members:

Thank you for your generous support of the Roosevelt Seniors Group and your help in funding the Toms River luncheon cruise on June 5th. We had a record turnout of Roosevelt seniors that day and the trip was thoroughly enjoyed by all who came.

Sincerely,

Hilary Wilder, Secretary





MONMOUTH COUNTY SHERIFF'S OFFICE

2500 Kozloski Road
Freehold, New Jersey 07728
Phone: 732-431-7400 Fax: 732-409-7532

www.mcsnj.org

*Entered
Claire
10/7/24
agenda*

**Shaun Golden
Sheriff**

**Executive Undersheriff
Theodore F. Freeman, Jr.**
1 Waterworks Road
Freehold, NJ 07728
732-431-7860 ex 1110

**Special Operations
Robert J. Dawson, Jr.**
Undersheriff
2500 Kozloski Road
Freehold, NJ 07728
732-431-6400 ex 1610

**Law Enforcement Division
Darryl G. Breckenridge, Sr.**
Undersheriff
2500 Kozloski Road
Freehold, NJ 07728
732-431-6400 ex 1785

**Communications Division
Philip E. Meehan**
Undersheriff
2500 Kozloski Road
Freehold, NJ 07728
732-431-6400 ex 1719

**Corrections Division
Victor Iannello**
Warden
1 Waterworks Road
Freehold, NJ 07728
732-431-7860 ex 1217

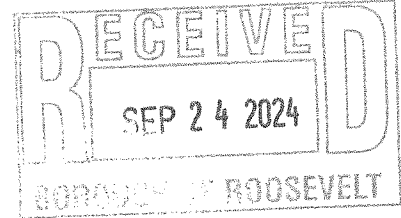
**Office of Emergency
Management
Scott Nielsen**
2500 Kozloski Road
Freehold, NJ 07728
732-431-7400 ex 1800

**Monmouth County Police
Academy
Terence P. Mahon**
Director
2000 Kozloski Road
Freehold, NJ 07728
732-577-8710 ex 1723

**Monmouth County Fire
Marshal's Office
Fred Migliaccio**
Fire Marshal
1027 State Route 33
Freehold, NJ 07728
732-683-8856

September 20, 2024

Claire Burkhart
OEM Coordinator
#33 North Rochdale Avenue
Roosevelt, New Jersey 08555



**RE: NINETY-(90) DAY NOTICE REGARDING BIENNIAL
RECERTIFICATION OF YOUR MUNICIPAL EMERGENCY
OPERATIONS PLAN.**

Dear Ms. Claire Burkhart,

This is a reminder as per New Jersey State Police NJOEM Directive # 11; Pursuant to N.J.S.A. App.A:9-43.2 through App.A:9-43-4, your municipal Emergency Operations Plan is due for biennial recertification. The plan must be submitted to this office at least sixty-(60) days before expiration; by **October 28, 2024**, as your "EOP", certification will expire on **December 28, 2024**.

Requirements and paperwork to be submitted are listed below:

- Cover letter on municipal letterhead indicating that you are submitting your EOP (**Including all required signatures**) for biennial review and State approval.
- A separate copy of the formatted change page detailing the annex reviewed, the section, the date, and by whom the change was made.
- An electronic **signed** copy of the entire plan. A flash/thumb-drive is mandatory.
- Please utilize the new Hazmat, Radiological and Public Health Annexes for your EOP. Include your Community Right to Know and Active SARA Facilities as an appendix to your Hazmat Annex.
- Attach a signed Resolution authorizing the municipality's continued participation in the County-wide Mutual Aid Agreement.

Monmouth County OEM staff is available and will assist you and your community in completing the required revisions, thus ensuring that you remain in compliance with the State Statues regarding Emergency Operations Plans.

Sincerely,

Eugene P. Hannafey
Eugene P. Hannafey, MPA
Deputy Coordinator, MC O.E.M.

Cc: File

*BOROUGH OF ROOSEVELT
COUNTY OF MONMOUTH
STATE OF NEW JERSEY*

**RESOLUTION NO: 24-98
MEETING DATE: 10-07-2024**

RESOLUTION TO AUTHORIZING THE BUDGET TO BE READ BY TITLE ONLY

C/_____ offered the following Resolution and moved its adoption, which was second by C/_____.

WHEREAS, N.J.S.A. 40A:4-8, as amended by Chapter 259, P.L. 1995 provides that the budget be read by title only:

1. At least one (1) week before the hearing and at the hearing, a complete copy of the approved budget:
 - a. Shall be made available for public inspection, and
 - b. Shall be made available to each person upon request, and
2. A resolution is passed by a majority of the full membership allowing that the budget be read by title.

WHEREAS, these two conditions have been met;

NOW, THEREFORE BE IT RESOLVED that the budget shall be read by title only.

ROLL CALL:

AYES:

NAYS:

ABSTAIN:

ABSENT:

Certification

I HEREBY CERTIFY the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on October 7, 2024.

Kathleen Hart
Borough Clerk

*BOROUGH OF ROOSEVELT
COUNTY OF MONMOUTH
STATE OF NEW JERSEY*

**RESOLUTION NO. 24-99
MEETING DATE: 10-07-2024**

RESOLUTION ADOPTING THE 2024 BUDGET

C/_____ offered the following Resolution and moved its adoption, which was second by C/_____.

SEE BUDGET DOCUMENT ATTACHED

ROLL CALL VOTE:

AYES:

NAYS:

ABSTAIN:

ABSENT:

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on October 7, 2024.

Kathleen Hart
Borough Clerk

ORDINANCE 2024-10
INTRODUCTION DATE: 09-05-2024
PUBLIC HEARING DATE: 10-07-2024

AN ORDINANCE OF THE BOROUGH OF ROOSEVELT AMENDING
CHAPTER 5: "ANIMAL CONTROL" TO AUTHORIZE THE BOROUGH'S ANIMAL
CONTROL OFFICER TO ENFORCE WILDLIFE FEEDING REGULATIONS

BE IT ORDAINED by the Governing Body of the Borough of Roosevelt, County of Monmouth, State of New Jersey, that Chapter 5: "Animal Control" of the Borough's Revised General Ordinances is hereby amended as follows (~~stricken text~~ indicates deletions, underlined text indicates additions):

CHAPTER 5
ANIMAL CONTROL

* * *

§ 5-14 WILDLIFE FEEDING.

This section shall prohibit the feeding of unconfined wildlife in any public park or on any other property owned or operated by Borough of Roosevelt to protect public health, safety and welfare, and to prescribe penalties for failure to comply.

§ 5-14.1 Definitions.

For the purpose of this section, the following terms, phrases, words and their derivations shall have the meanings stated herein unless their use in the text of this section clearly demonstrates a different meaning. When not inconsistent with the context, words used in the present tense include the future, words used in the plural number include the singular number, and words used in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

FEED

To give, place, expose, deposit, distribute or scatter any edible material with the intention of feeding, attracting or enticing wildlife. Feeding does not include baiting in the legal taking of fish and/or game.

PERSON

Any individual, corporation, company, partnership, firm, association, or political subdivision of this state subject to municipal jurisdiction.

WILDLIFE

All animals that are neither human nor domesticated.

§ 5-14.2 Prohibited Conduct.

No person shall feed, in any public park or on any other property owned or operated by the Borough of Roosevelt, any wildlife, excluding confined wildlife (for example, wildlife confined in zoos, parks or rehabilitation centers, or unconfined wildlife at environmental education centers, or feral cats as part of an approved Trap-Neuter-Release program).

§ 5-14.3 Enforcement.

- a. This section shall be enforced by the New Jersey State Police and/or the Borough's Animal Control Officer and/or the Borough's Code Enforcement Officer.
- b. Any person found to be in violation of this section shall be ordered to cease the feeding immediately.

§ 5-14.4 Violations and Penalties.

Any person(s) who is found to be in violation of the provisions of this section shall be subject to a fine not to exceed \$500 for a first offense; \$1,000 for a second offense; and \$2,000 for a third or subsequent offense.

BE IT FURTHER ORDAINED that any ordinances or portions thereof which are inconsistent with the provisions of this Ordinance are hereby repealed as of the effective date of this Ordinance. All other provisions of the Revised General Ordinances are ratified and remain in full force and effect.

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

BE IT FURTHER ORDAINED that this ordinance shall be in full force and take effect upon final passage and publication, according to law.

PUBLIC NOTICE: PLEASE TAKE NOTICE that the foregoing Ordinance was introduced and passed on first reading on the 5th day of September 2024, at a meeting of the Mayor and Council of the Borough of Roosevelt and will be taken up for final consideration and passage at a regularly scheduled meeting of the Mayor and Council of the Borough of Roosevelt to be held on the 7th day of October 2024 at the Municipal Building at 33 N. Rochdale Avenue, Roosevelt, New Jersey. Kathleen Hart, Borough Clerk

*BOROUGH OF ROOSEVELT
COUNTY OF MONMOUTH
STATE OF NEW JERSEY*

**RESOLUTION NO. 24-100
MEETING DATE: 10-07-2024**

PAYMENT OF BILLS FOR OCTOBER 7, 2024

C/ _____ offered the following resolution and moved its adoption, which was second by C/ _____.

WHEREAS, the attached list of bills have been submitted to the Council for payment approval; and

WHEREAS, the Chief Financial Officer has certified the availability of funds for the payment of bills.

NOW, THEREFORE, BE IT RESOLVED that the bills on the attached bill list be paid.

ROLL CALL:

AYES:

NAYS:

ABSTAIN:

ABSENT:

CERTIFICATION

I HEREBY CERTIFY the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on October 7, 2024.

Kathleen Hart
Borough Clerk

10-7-24 BILL LIST

Ranges		Item Status	Purchase Types	Misc
Range: First to Last Rcvd Batch Id Range: First to Last		Open: N Void: N Paid: N Held: Y Aprv: N Rcvd: Y	Bid: Y State: Y Other: Y Exempt: Y	P.O. Type: All Format: Condensed Include Non- Y Budgeted: Vendors: All
Vendor #	Name			
P.O. #	PO DateDescription	Status	Amount	Void Amount
APPS4005	APPS4RENT,LLC			
24-00556	09/24/24OFFICE365-23 EMAIL ACCOU	Open	1,870.08	0.00
BOROU005	BOROUGH OF HIGHTSTOWN			
24-00545	09/23/24LANDFILL TIPPING FEES:AUG	Open	2,365.57	0.00
CANNO005	CANNON LAW FIRM, LLC			
24-00563	09/30/24LEGAL SERVICES-AUG 2024	Open	2,750.00	0.00
24-00564	09/30/24AUG 2024-STORMWATER EAS	Open	165.00	0.00
Vendor Total:			2,915.00	
COMPL010	COMPLETE CARE MAINTENANCE, LLC			
24-00576	10/02/24SEP 2024 SERVICES	Open	400.00	0.00
CURLE005	CURLEY, RANDY & DONNA			
24-00535	09/18/24PB & INSPECTION ESCROW F	Open	759.35	0.00
DILWO005	DILWORTH & PAXSON, LLP			
24-00542	09/20/24PREPARE BOND ORD. 24-06	Open	570.00	0.00
DONAT005	DONATO, ESQ., MICHELE			
24-00540	09/20/24PLANNING BOARD 7/12 & 7/15	Open	153.75	0.00
FRANC005	FRANCOTYP-POSTALIA, INC.			
24-00554	09/24/244/Q/2024 METER/SCALE RENT	Open	162.54	0.00
GANNE005	GANNETT NJ NEWSPAPERS			
24-00547	09/23/24AUG 2024 NOTICES	Open	31.68	0.00
GENER005	GENERAL CODE, LLC			
24-00505	09/04/24E-CODE360 ANNUAL MAINTEN	Open	1,195.00	0.00
HOLDE005	HOLDEN, JOHN B.			
24-00086	02/05/242024 WATER PLANT MANAGE	Open	5,415.00	0.00
24-00577	10/02/24ADDITIONAL SERVICES-SEP 2	Open	119.25	0.00
Vendor Total:			5,534.25	
JWKEN005	J.W. KENNEDY, LLC			
24-00549	09/24/24BORO HALL-ANNUAL FIRE EX	Open	322.00	0.00
24-00550	09/24/24SEWER PLANT-ANNUAL FIRE	Open	85.00	0.00
24-00551	09/24/24WATER PLANT-ANNUAL FIRE	Open	85.00	0.00
24-00552	09/24/24DPW GARAGE-ANNUAL FIRE	Open	209.00	0.00
Vendor Total:			701.00	

BOROUGH OF ROOSEVELT
Bill List By Vendor Name

Vendor # P.O. #	Name PO DateDescription	Status	Amount	Void Amount	Contract	PO Type
JCIJ0005 24-00095	JCI JONES CHEMICALS, INC. 02/07/24SEWER-2024 SULFUR DIOXID	Open	678.00	0.00		B
JCPL0005 24-00541	JCP & L 09/20/24AUG 2024 ELECTRIC SERVICE	Open	1,151.51	0.00		
MAGNU005 24-00530	MAGNUM VAC SERVICES, LLC 09/16/24JET/TELEWISE-LAKE DR-2ND	Open	3,000.00	0.00		
MGLFO005 24-00349	MGL FORMS-SYSTEMS, LLC 06/05/242025 DOG LICENSES	Open	414.00	0.00		
NJDEP010 24-00560	NJ DEPT OF LABOR/WORKFORCE DEV 09/26/24ANNUAL CIF ASSESSMENT	Open	65.05	0.00		
NJSTA005 24-00514	NJ STATE LEAGUE/MUNICIPALITIES 09/11/24JOB POSTING-CFO	Open	210.00	0.00		
NOREI005 24-00507	NOREIKA SALES, LLC 09/05/24REPAIR PUMP FOR WWTP	Open	259.97	0.00		
ONECA005 24-00578	ONE CALL CONCEPTS, INC. 10/02/243/Q/2024 "CALL BEFORE YOU	Open	94.34	0.00		
ORKIN005 24-00539	ORKIN PEST CONTROL SERVICE 09/19/24SEP 2024 PEST CONTROL	Open	57.99	0.00		
PASSA005 24-00548	PASSAIC VALLEY SEWERAGE 09/23/24SLUDGE DISPOSAL-AUG 2024	Open	672.00	0.00		
PEGER005 24-00231	PEGER, KYLE d/b/a 04/17/24PUBLIC LAND MAINTENANCE	Open	1,778.00	0.00		B
PETTY005 24-00533	PETTY CASH 09/18/24REIMBURSE PETTY CASH	Open	82.96	0.00		
24-00537	09/18/24REIMBURSE PETTY CASH	Open	70.00	0.00		
24-00579	10/03/24REIMBURSE PETTY CASH	Open	82.96	0.00		
24-00580	10/03/24REIMBURSE PETTY CASH	Open	17.05	0.00		
Vendor Total:			252.97			
ROBER005 22-00438	ROBERTS ENGINEERING GROUP, LLC 07/27/22WATER MAIN REPLACEMENT	Open	8,941.75	0.00		B
23-00499	09/25/23ROAD IMPROVEMENTS:NORT	Open	256.00	0.00		B
24-00090	02/07/24REPLACE TRICKLING FILTER	Open	3,695.00	0.00		B
24-00303	05/22/24DESIGN SODIUM BISULFITE S	Open	1,423.00	0.00		B
24-00371	06/19/24SEWER MAIN REPAIR/REPLA	Open	836.00	0.00		B
24-00481	08/19/24MODIFY STORMWATER CONT	Open	292.50	0.00		B
24-00566	10/01/24TIER B TO TIER A STORMWAT	Open	97.50	0.00		

BOROUGH OF ROOSEVELT
Bill List By Vendor Name

10/03/2024

01:45 PM

Vendor # P.O. #	Name PO DateDescription	Status	Amount	Void Amount	Contract	PO Type
ROBER005	ROBERTS ENGINEERING C		<i>Account Continued</i>			
24-00567	10/01/24PB REVIEW-6 CEDAR COURT	Open	195.00	0.00		
24-00568	10/01/24ENGINEERING REVIEW-WINE	Open	390.00	0.00		
24-00569	10/01/24ATTEND 8/20/24 PB MEETING	Open	292.50	0.00		
24-00570	10/01/2433/36 CLARKSBURG EMERG	Open	1,042.50	0.00		
24-00571	10/01/24PREP RFP FOR WATER TOWE	Open	146.25	0.00		
24-00572	10/01/2418 FARM-SEWER LATERAL RE	Open	82.50	0.00		
24-00573	10/02/24EVALUATE LAKE DR SEWER \	Open	525.00	0.00		
	Vendor Total:		18,215.50			
ROOSE005	ROOSEVELT BOARD OF EDUCATION					
24-00582	10/03/24OCT 2024 SCHOOL TAXES	Open	159,053.00	0.00		
RUSSE005	RUSSELL REID, INC.					
24-00103	02/09/242024 SLUDGE REMOVAL	Open	1,006.60	0.00		B
SAMUE005	SAMUEL KLEIN AND COMPANY, LLP					
24-00558	09/26/242022 ANNUAL AUDIT-FINAL	Open	10,850.00	0.00		
24-00559	09/26/24REVIEW OF 2023 BUDGET	Open	1,100.00	0.00		
	Vendor Total:		11,950.00			
SCHUB005	SCHUBIGER, ERIC					
24-00534	09/18/24REIMB:ITEMS FOR 9/15 CONC	Open	288.20	0.00		
SHORE005	SHORE BUSINESS SOLUTIONS					
24-00562	09/30/24USAGE 8/21/24-9/20/24	Open	74.23	0.00		
STAPL005	STAPLES BUSINESS ADVANTAGE					
24-00466	08/12/24OFFICE & JANITORIAL SUPPL	Open	121.06	0.00		
STATE005	STATE OF NEW JERSEY-PWT					
24-00581	10/03/243/Q/2024 WATER TAX	Open	67.09	0.00		
THEHO010	THE HOME DEPOT					
24-00538	09/19/24FUEL FOR CHAINSAWS & TRII	Open	27.88	0.00		
24-00543	09/20/24ENVIRONMENTAL COMM-TRA	Open	198.34	0.00		
24-00575	10/02/24LARGE MUM FOR BOROUGH	Open	34.98	0.00		
	Vendor Total:		261.20			
TOWNS015	TOWNSHIP OF MANALAPAN					
24-00555	09/24/24ANIMAL CONTROL-SHELTER I	Open	725.00	0.00		
TOWNS005	TOWNSHIP OF MILLSTONE					
23-00619	11/29/232023 RECYCLING COORDINA	Open	200.00	0.00		
TREAS010	TREASURER, STATE OF NJ					
24-00565	10/01/24AIR QUALITY PERMIT-WTP GE	Open	885.00	0.00		
VERIZ015	VERIZON					

BOROUGH OF ROOSEVELT
Bill List By Vendor Name

Vendor # P.O. #	Name PO DateDescription	Status	Amount	Void Amount	Contract	PO Type
VERIZ015	VERIZON		<i>Account Continued</i>			
24-00553	09/24/24PHONE/INTERNET-SEP 2024	Open	815.52	0.00		
WBMAS005	W.B. MASON CO., INC.					
24-00574	10/02/24DELIVERY/RENTAL-AUG/SEP	Open	31.86	0.00		
WRNEU005	W.R. NEUMANN COMPANY, INC.					
24-00061	01/25/24WATER-2024 SODIUM HYPOC	Open	566.37	0.00		B
WEBHA005	WEB HAULING & DISTRIBUTION,INC					
24-00517	09/11/24PUMP LAKE DR PUMP PIT 8/2	Open	274.40	0.00		
24-00518	09/11/24PUMP SLUDGE TANK 8/28/24	Open	889.08	0.00		
	Vendor Total:		1,163.48			
WEBOU005	WEB OUTBACK					
24-00532	09/17/24RESTROOM RENTAL-AUG & S	Open	350.00	0.00		

Total Purchase Orders: 66 Total P.O. Line Items: 0 Total List Amount: **221,066.16** Total Void Amount: 0.00

BOROUGH OF ROOSEVELT
Bill List By Vendor Name

Totals by Year-Fund							
Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
	3-01	6,600.00	0.00	6,600.00	0.00	0.00	6,600.00
	3-09	5,350.00	0.00	5,350.00	0.00	0.00	5,350.00
	Year Total:	11,950.00	0.00	11,950.00	0.00	0.00	11,950.00
	4-01	174,634.67	0.00	174,634.67	0.00	0.00	74,634.67
	4-09	16,839.21	0.00	16,839.21	0.00	0.00	16,839.21
	Year Total:	191,473.88	0.00	191,473.88	0.00	0.00	91,473.88
	C-04	256.00	0.00	256.00	0.00	0.00	256.00
	C-08	15,116.93	0.00	15,116.93	0.00	0.00	15,116.93
	Year Total:	15,372.93	0.00	15,372.93	0.00	0.00	15,372.93
	G-02	200.00	0.00	200.00	0.00	0.00	200.00
	T-12	1,344.35	0.00	1,344.35	0.00	0.00	1,344.35
ANIMAL CONTROL	T-13	725.00	0.00	725.00	0.00	0.00	725.00
	Year Total:	2,069.35	0.00	2,069.35	0.00	0.00	2,069.35
Total Of All Funds:		221,066.16	0.00	221,066.16	0.00	0.00	221,066.16

**RESOLUTION NO. 24-101
MEETING DATE: 10-07-2024**

**RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF ROOSEVELT
WAIVING JULY/AUGUST WATER AND SEWER UTILITY BILLINGS FOR 5 & 6
CEDAR COURT**

C/ _____ offered the following resolution and moved its adoption, which was seconded by C/ _____.

WHEREAS, the Borough of Roosevelt, County of Monmouth, State of New Jersey (the “Borough”) operates public water and sewer utilities that provide such services to certain properties within the Borough; and

WHEREAS, the property known as 5 & 6 Cedar Court (the “Property”) maintains utility accounts with the Borough; and

WHEREAS, in early March 2023, the structures located upon the Property were severely damaged and destroyed in a casualty loss incident; and

WHEREAS, during the months of July and August 2024, the Borough billed the Property’s utility accounts for structures that were no longer habitable and/or no longer existed upon the Property; and

WHEREAS, the Borough has determined that the amount billed to the Property’s accounts do not accurately reflect the utilities being utilized, and finds that the Property did not utilize any of the municipal services for which it was billed.

NOW, THEREFORE, BE IT RESOLVED, that the Governing Body of the Borough of Roosevelt, County of Monmouth, State of New Jersey does hereby authorize the Borough CFO and Tax Collector to cancel and/or waive the Property’s water/sewer utility bill for July/August 2024 in the amount of \$372.00; and

BE IT FURTHER RESOLVED, that any interest and late fees shall be waived on the Property’s water/sewer utility accounts relating to the above-authorized cancellation; and

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Borough CFO, Tax Collector, and the owner of the Property.

ROLL CALL:

AYES:

NAYS:

ABSTAIN:

ABSENT:

CERTIFICATION

I HEREBY CERTIFY the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on October 7, 2024.

Kathleen Hart
Borough Clerk

*BOROUGH OF ROOSEVELT
COUNTY OF MONMOUTH
STATE OF NEW JERSEY*

**RESOLUTION NO. 24-102
MEETING DATE: 10-07-2024**

**RESOLUTION AUTHORIZING EXECUTION OF AN INTERLOCAL SERVICES AGREEMENT
FOR REGIONAL ANIMAL CONTROL SERVICES FOR 2025-2026**

C/ _____ offered the following resolution and moved its adoption, which was seconded by
C/ _____.

WHEREAS, the Borough of Roosevelt, County of Monmouth, State of New Jersey (the “Borough”) is empowered by Title 40 of the New Jersey Revised Statutes to regulate the keeping of domesticated animals, and is responsible for the control of domesticated animals and wildlife within its limits; and

WHEREAS, the Borough requires Animal Control Services in order to fulfill its statutory duties under Title 40 of the New Jersey Revised Statutes; and

WHEREAS, Manalapan Township, as the lead agency, prepared a Regional Animal Control Agreement with Freehold Township, Hightstown Borough, Jamesburg Borough, Manalapan Township, Millstone Township and Roosevelt Borough, through Western Monmouth Animal Control, is able to provide the Borough with the necessary Animal Control Services it requires, as aforesaid for the term commencing January 1, 2025 and ending on December 31, 2026 at an annual rate of \$12,500.00; and

WHEREAS, this agreement will be entered into pursuant to the Interlocal Services Act, N.J.S.A. 40:8A-1 et. seq; and

WHEREAS, a copy of the Agreement shall be on file in the Borough Clerk’s Office and available for public inspection.

NOW, THEREFORE BE IT RESOLVED, by the Governing Body of the Borough of Roosevelt, County of Monmouth, State of New Jersey that the Mayor and Borough Clerk are hereby authorized to execute the aforementioned Shared Services Agreement for Regional Animal Control Services with the Township of Manalapan.

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Manalapan Township Administration Office, the Clerks of Freehold Township, Hightstown Borough, Jamesburg Borough, Manalapan Township and Millstone Township, Roosevelt Borough Chief Financial Officer, Purchasing Agent, and Division of Local Government Services.

ROLL CALL:

AYES:

NAYS:

ABSTAIN:

ABSENT:

CERTIFICATION

I HEREBY CERTIFY the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on October 7, 2024.

Kathleen Hart
Borough Clerk

**SHARED SERVICE AGREEMENT
FOR ANIMAL CONTROL SERVICES**

THIS SHARED SERVICE AGREEMENT entered into this ____ day of _____,
202____.

By and Between: The Township of Manalapan, County of Monmouth, State of New Jersey, hereinafter referred to as "Provider";

And The Township of Freehold in the County of Monmouth, State of New Jersey, and

The Borough of Hightstown in the County of Mercer, State of New Jersey, and

The Borough of Jamesburg in the County of Mercer, State of New Jersey, and

The Township of Millstone in the County of Monmouth, State of New Jersey, and

The Borough of Roosevelt in the County of Monmouth, State of New Jersey, hereafter referred to as "Recipient".

WHEREAS, Provider and recipients, pursuant to NJSA 40A:65-1, desire to contract for and agree upon furnishing by Provider to Recipients certain services of technical and professional nature for the control of dogs and other animals within the territorial boundaries of the contracting municipalities pursuant to local ordinances as revised and amended from time to time.

NOW, THEREFORE, BE IT AGREED, by and between the parties hereto as follows:

1. Recipients hereby designate the Animal Control employee(s) of the Provider as their general agent for the enforcement of their ordinances concerning the control of dogs and other animals within their territorial boundary and in accordance with the applicable laws of the State of New Jersey during the term of this Agreement.
2. The Provider agrees to employ certified Animal Control Officers together with such administrative and clerical help as may be necessary to carry out within

the territorial boundaries of Provider and Recipients, the activities of Animal Control as required by law. Said Animal Control Officer(s) shall respond to calls for service from the each of the Recipients within a reasonable time. In the event two or more calls are received simultaneously, the Animal Control Officer on duty shall use his/her best judgment and make a decision as to which request has priority based upon his/her understanding and evaluation of the circumstances involved and each particular request and emergency nature of each.

3. The Animal Control Officers shall have authority to seize, capture, and impound dogs and other animals running at large within the territorial boundaries of Provider and Recipients, to collect and remove dead dogs and cats and dispose of same; to conduct investigations and/or supervise personnel in the making of investigations and inform the appropriate Recipient regarding violations of statutes or ordinances related to dog and to other animal control regulations, to assist Recipient's attorney in obtaining compliance with the law, and shall attend regular and special meetings of Recipients when requested. Said Animal Control Officer(s) shall have the power to issue violation notices and summonses for violations of the law on behalf of Provider and Recipients.
4. The Animal Control Officers shall render services to the Recipients during normal working hours of the Provider. The Animal Control Officers will not be called upon by Recipients to render ordinary services or to pick up dead animals or animals being held in captivity, which can be picked up the next day, after normal working hours, except in cases of emergency. Cases of emergency shall be defined to mean those situations involving risk to human life and/or animal life (e.g. bite cases, injured animals, trapped animals, etc.) Each Recipient shall so advise all police personnel, dispatchers, and health officials of said stated policy.
5. All license fees, permit fees and other fees otherwise due to Recipient shall be collected by Recipient, or such other agency of the Recipient municipality as may be authorized by law to collect same.
6. The Provider shall furnish each Recipient with a written report of Animal Control activities once a month. Such report shall itemize all services rendered by the Animal Control Officers under the terms of this Agreement and shall make such suggestions for improvements or changes as may be advisable in the opinion of the Animal Control Officer.
7. The Provider and each Recipient shall pass, amend or supplement their local ordinances to provide for payment of an administrative fee by the owner of

any dog or other animal redeemed from the shelter by said Owner. Said Owner should be permitted ten days to pay after receiving notice of said fees from administrative fees and shelter fees, or the Animal Control Officer shall issue a summons to the animal's owner returnable in Municipal Court of the municipality having jurisdiction.

8. The Animal Control Officer shall transport all captured, seized or impounded dogs or other animals, whether alive or dead, to the place or facility designated by the Provider as the depository for all such animals when the animal's owner cannot be easily ascertained and located. Currently the Monmouth County SPCA facility in Eatontown, NJ is designated as the authorized depository for live dogs and cats. Once an animal is claimed from the designated depository, each Recipient is responsible to collect their own redemption/administration fee and shelter cost. Deceased dogs are taken to vets for holding.
9. In consideration for the faithful performance by Provider of its obligations hereunder, each Recipient covenants and agrees to pay Provider a sum equal to the annual compensation of the Animal Control Officer, multiplied by a fraction, the numerator of which is the population of the Recipient and the denominator is the total population of the geographical area served by the said Animal Control Officer (including the population of both Provider and Recipients) as established by the most recent census, payable in advance in quarterly installment together with a pro rata share of the expenses of maintaining such Animal Control Officer as evidenced in Schedule "A" and Schedule "B" (including but not limited to, employer's share of social security, pension, and other costs related to employment together with mileage [if paid by Provider to Animal Control Officer], vehicle leasing or other transportation expenses, uniforms, supplies, telephone, insurance, kennel or veterinarian, etc.).
10. This Agreement is subject to a minimum annual fee based on the population of the Recipient as defined in Schedule "B". The initial estimated Animal Control costs for the calendar year 2025 are set forth in Schedule "A" and the cost per town in Schedule "B". These costs may be revised annually by the Provider based upon actual costs and expenses incurred and projected increases. Notice of increases in costs to Recipients shall be forwarded to each Recipient by June 1st of the year prior to said increases becoming effective.
11. Monmouth County SPCA shelter services are not including in Schedule "A". Provider will pay monthly shelter service fees on behalf of Recipient. Recipient then agrees to reimburse Provider for shelter services upon receipt of an itemized invoice and MC SPCA report for shelter services from Provider on a monthly basis.

12. In order to unify and facilitate solution of common problems, the Provider and Recipient(s) shall have a joint meeting of designated representatives with the Animal Control Officer as necessary at the request of Provider or Recipient(s). Joint discussions will cover mutual problems and needs, objectives, methods of attaining objectives and an evaluation of accomplishments. A copy of the recorded minutes of such meetings shall be sent to the governing body of each participating municipality within 30 days of the date of the meeting.
13. It is understood and agreed by and between the parties hereto that this Agreement shall become effective on the 1st day of January 2025, or as soon thereafter as the conditions have been met, and that it shall terminate on the 31st day of December 2026.
14. After the initial contract period, any party may withdraw from this Agreement providing written notice at least 6 months prior to the proposed withdrawal date by way of a certified Resolution to the Provider and the Commissioner of the New Jersey Department of Community Affairs.
15. This Agreement presupposes the employment of an Animal Control Officer by Provider. In the event an Animal Control Officer is not employed by Provider prior to the effective date hereof, or if the position of Animal Control Officer shall be vacant for a period of more than 10 days at any time during the term of this agreement, or any removal thereof, Recipients shall be entitled to receive a pro rata refund of their share of the salary of such Animal Control Officer for the time no coverage for the functions to be performed by the Animal Control Officer was not provided by the Provider.
16. This Agreement does not provide services to Recipients for Trap Neuter Release Programs, Trap Neuter Return Programs or Trap Neuter Vet Return Programs.
17. This Agreement shall be filed by the Provider to the Commissioner of the New Jersey Department of Community Affairs.

IN WITNESS WHEREOF, each party has caused its authorized officials to sign and seal this agreement on the date indicated.

ATTEST: TOWNSHIP OF MANALAPAN

Shari Rose, Township Clerk

By: _____, Mayor

Dated: _____

ATTEST: TOWNSHIP OF FREEHOLD

Sanabel Abouzeina, Township Clerk

By: _____, Mayor

Dated: _____

ATTEST: BOROUGH OF HIGHTSTOWN

Peggy Riggio, Borough Clerk

By: _____, Mayor

Dated: _____

WESTERN MONMOUTH ANIMAL CONTROL
ANNUAL ANIMAL CONTROL COSTS
SCHEDULE "A"
2025

SALARIES	\$100,880.00
BENEFITS	\$ 84,968.00
VEHICLE MAINTENANCE	\$ 7,280.00
FUEL	\$ 16,120.00
EQUIPMENT	\$ 7,800.00
UNIFORMS	\$ 3,120.00
VETERINARIAN	\$ 12,480.00
ADMINISTRATION	\$ 20,800.00
EMERGENCY SERVICES	\$ 46,800.00
INSURANCE	\$ 5,200.00
TOTAL	\$305,448.00

WESTERN MONMOUTH ANIMAL CONTROL
ESTIMATED ANNUAL COST - PER TOWN
SCHEDULE "B"
2025

<u>TOWNSHIP</u>	<u>POPULATION*</u>	<u>COST/COMMUNITY</u>
Manalapan Twp	40,877	\$120,472.00
Freehold Twp	35,596	\$102,458.00
Millstone Twp	10,379	\$ 30,520.00
Hightstown Boro	5,871	\$ 19,800.00
Roosevelt Boro	810	\$ 12,500.00
Jamesburg Boro	5,731	\$ 19,800.00

*2021 estimated census

RESOLUTION NO. 24-103
MEETING DATE: 10-07-2024

**AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN CONTRACT FOR
PROFESSIONAL WEBSITE SERVICES TO ALPHADOG**

C/_____ offered the following resolution and moved its adoption, which was seconded by C/_____.

WHEREAS, the Borough of Roosevelt, County of Monmouth, State of New Jersey (the “Borough”) has a need to retain the professional services of a website service company as a non-fair and open contract pursuant to the provisions of N.J.S.A. 40A:11-1, *et seq.*; and

WHEREAS, the Borough has determined that the value of the services is not to exceed the bid threshold of \$17,500.00; and

WHEREAS, AlphaDog, 335 Union Avenue, Belleville, NJ 07109, shall complete and submit a Business Entity Disclosure Certification which certifies that AlphaDog has not made any reportable contributions to a political or candidate committee in the Borough of Roosevelt in the previous one year, and that the contract will prohibit AlphaDog from making any reportable contributions through the term of the contract.

NOW THEREFORE, BE IT RESOLVED, that the Governing Body of the Borough of Roosevelt authorizes the Borough to enter into a contract AlphaDog as follows:

1. Alpha Dog, 335 Union Avenue, Belleville, NJ 07109 is hereby appointed to provide professional website services to the Borough, and awards the contract which is annexed hereto as Exhibit A and made a part hereof (the “Contract”), in accordance with N.J.S.A. 40A:11-1, *et seq.*
2. The Mayor or other appropriate official of the Borough, on behalf of the Borough, is hereby authorized and directed to execute the Contract.
3. That this Resolution is subject to the availability of funds for the Contract and payment for services described therein and/or any subsequent approvals granted by the Governing Body from time-to-time under the terms of the Contract.
4. That a notice in accordance with this resolution and the Local Public Contracts Law shall be published one time in Asbury Park Press.
5. That an executed copy of the Contract and a copy of this resolution shall be filed in the office of the Borough Clerk and be available there for public inspection in accordance with the law.
6. That this resolution shall take effect immediately.

ROLL CALL:

AYES:

NAYS:

ABSTAIN:

ABSENT:

CERTIFICATION


I HEREBY CERTIFY the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on October 7, 2024.

Kathleen Hart
Borough Clerk

BOROUGH OF ROOSEVELT

I, George J. Lang, Chief Financial Officer of the Borough of Roosevelt, do hereby certify that the contract can be awarded subject to funds being appropriated in the **2025 budget** for the following:

<u>Vendor</u>	<u>Budget Account</u>	<u>Total Award</u>
AlphaDog Solutions, Inc. (2025 Webmaster Services)	General Admin-O/E	8,640.00



George J. Lang
Chief Financial Officer

Dated: 9/30/24

BOROUGH OF ROOSEVELT

I, George J. Lang, Chief Financial Officer of the Borough of Roosevelt, do hereby certify that funds are available for the following contract to be awarded:

<u>Vendor</u>	<u>Budget Account</u>	<u>Total Award</u>
AlphaDog Solutions, Inc. (2024 Webmaster Services One-time Set-up Fee)	General Admin-O/E	2,750.00


George J. Lang
Chief Financial Officer

Dated: 9/30/24

Website Design, Development, Content Management & Licensing Agreement

This Agreement is hereby entered into on October 7, 2024, between AlphaDog Solutions, Inc., (hereinafter Vendor or ADS) with offices at 314 Washington Avenue, Belleville, NJ 07109 and the Borough of Roosevelt with offices at 33 N. Rochdale Avenue, P.O. Box 128, Roosevelt, NJ 08555 (hereinafter Client or Municipality).

WHEREAS, ADS provides a variety of technical and creative services relating to the development, maintenance and management of government websites and social media content management and communications.

WHEREAS, ADS is the owner of certain framework currently known as, PublicWebmaster™, which is a combination of proprietary software and internet based applications that facilitate the operations of governmental entities and the interaction of governmental entities with its citizenry; and

WHEREAS, Municipality desires to engage the services of ADS to develop, maintain and manage the content for the Municipality's website and optionally the Municipality's social media accounts;

Now, therefore, it is agreed as follows:

1. **Services.** Vendor shall provide the specific technical and creative services described in Schedule A hereto (the "Services"). Client's selection of Services may include:

- A. Web Development / Customizations.** Vendor's in-house graphic designers, web designers and developers will customize vendor's existing proprietary framework to incorporate the client's colors, logos, photos, etc.
- B. Web Hosting.** Publish municipal website and host website and updates on an ongoing basis. During the design/development process, vendor will also host and publish *work in progress* on a test server and provide client with access.
 - **Firewall.** Set up and maintenance of software for operation of a "firewall," including operating systems and network interfaces.
- C. Content Management.** Vendor will provide client with access to their Content Management Helpdesk system. Client will use a customized email address to provide content to vendor. Vendor will receive said content and publish on municipal website and optionally various social media accounts.
 - **Social Media.** If client chooses to have vendor also publish content to their existing social media accounts, content received in the form of news and events will be pushed to their various social media channels. This social media service requires a third-party archiving.

D. Consulting/Training. Consulting, training, or other professional services as may be specified. Services may be added or changed from time to time upon both parties' execution of revised or supplemental versions of Schedule A.

2. Term and Termination. The initial term of this Agreement shall be *one (1) year*. The term will commence upon the later of the date of the adoption of a Resolution approving this Agreement by the governing body of the Municipality or the date specified in such a Resolution as to when this Agreement shall commence. In the absence of a specified commencement date or in the event that a Resolution has not yet been adopted but ADS has been directed to proceed by an elected or appointed official of the municipality, the commencement date shall be the date on which ADS commenced its work or the date on which this Agreement was signed by both parties and as noted within this document.

Notwithstanding the foregoing, either party may terminate this Agreement upon *ninety (90) days'* written notice of a material breach by the other party of its obligations hereunder, provided such breach is not cured within such thirty-day period. Such notice shall describe in detail the alleged breach.

If Client terminates this Agreement other than as set forth above, Client shall pay a sum equal to the charges set forth on the applicable service order for *six (6) months* for each year or partial year remaining in the Term of this Agreement on the date of termination, or, if less, for the remainder of the Term of this Agreement.

Upon termination or suspension of service as permitted by this Agreement, Vendor reserves the right to erase or remove any data stored in Vendor's facilities and on Vendor' server without prior notification.

3. Fees, Expenses, and Payment.

a. **Fees.** In consideration of the Services to be performed by Vendor, Client shall pay Vendor the fees set forth in Schedule A hereto. Vendor shall not increase fees during the base term of the Agreement, however, such fees may be increased during any renewal period upon thirty (30) days' prior notice to Client, but Vendor shall not increase fees more than once in any *renewal period*.

b. **Reimbursement of Expenses.** In addition to the foregoing fees, Client shall pay Vendor its actual out-of-pocket expenses as reasonably incurred by Vendor in the performance hereunder. Vendor agrees to provide Client with such receipt, ledgers, and other records as may be reasonably appropriate for Client or its accountants to verify the amount and nature of any such expenses.

c. **Additional Work.** Unless otherwise agreed in advance, the fees for any follow-up or additional work not described in Schedule A shall be performed on a time and materials basis at Vendor's then-current rates for such work, as further described in Schedule A.

d. **Payment.** Client shall pay all initial fees upon signing this Agreement. Client shall pay all subsequent fees and expenses owing to Vendor hereunder within *ten (10)* days after Vendor has submitted to the Client an itemized invoice therefor.

4. **Service Usage.** Vendor's services are only to be used for lawful purposes. Client shall not provide vendor or transmit material in violation of any federal, state or local laws or regulations, including laws relating to infringement of intellectual property rights of others. Client agrees to hold vendor harmless in any event arising from content provided by client and all content published by vendor on the client's behalf.

5. **Client's Website.** Shall be available on the Internet through Vendor's server, hosted on the cloud with Amazon AWS. In no case shall Client be provided with direct access to Vendor's server.

6. **Automatic Renewal.** This Agreement shall renew automatically thereafter on the anniversary of the date first set forth in exhibit A for subsequent terms of *one year*, unless and until either party terminates this Agreement by providing written notice to the other party at least *ninety (90)* days prior to the next renewal date. All terms and conditions of this Contract shall remain in full force and effect.

7. **License Granted to Municipality.** Vendor is the sole owner of all intellectual property, software applications, source code and object code (hereinafter IP) utilized in connection with the development of Municipality's website. Vendor hereby grants a non-exclusive license to Municipality the right to use the IP provided and incorporated by Vendor and used as an integrated part of the Website, including but not limited to a non-exclusive license to use all preexisting data, databases, graphics, templates, software programs (including JAVA applets) and other material contributed by it to the development or operation of the Website. Municipality acknowledges that vendor is the sole and exclusive owner of all programs associated with PublicWebmaster™ unless otherwise noted in Schedule C. The combination of such programs will encompass Municipality's website. The license herein granted to Municipality by ADS shall terminate automatically upon termination of this Agreement, unless otherwise extended in a writing signed by both parties. Upon termination, Municipality will retain ownership of its domain name and all the content provided to vendor. Unless Municipality shall relocate its domain to another server, it shall be responsible to pay the Vendor for hosting fees on a monthly basis at the same rate provided in Schedule A until such time as the domain shall be relocated. In the event that Municipality shall fail to renew domain registration or shall fail to pay the periodic hosting fees, Vendor shall terminate access to its server upon 10 days written notice to Municipality. Upon termination of this Agreement, ADS shall have no obligation to maintain, update or modify Municipality's website and the license herein granted to use ADS' IP shall terminate automatically without further notice. Equally, the client will have no use of the website provided by vendor. The vendor reserves the right to use and exploit the Municipality's Website for marketing and promotional purposes.

9. **Indemnification.** Client, at its own expense, shall defend, indemnify, pay incurred costs and hold harmless Vendor, its agents, affiliates, successors, and assigns with respect to any claim or action brought against Vendor, its agents, affiliates, successors, and assigns arising out of or in connection with the operation, condition, or content of Client's Web page, website, or other Internet

graphical or non-graphical interface; any use of Internet facilities conducted or permitted by Vendor; the conduct of any business, advertising, marketing, or sales in connection therewith; and any negligent or illegal act or omission of Vendor or any of its agents, contractors, servants, employees, or other users or accessees. Vendor shall promptly notify Client of any such claim, shall provide reasonable assistance in connection with the defense and/or settlement thereof, and shall permit Client to control the defense and/or settlement thereof.

If notified of any allegedly infringing, defamatory, damaging, obscene, illegal, offensive use or activity, or viruses, Vendor may (but shall not be required to) investigate the allegation, or refer it to Client or a third party for investigation, and Vendor reserves the right to correct or remove or request the removal of the applicable content from the Web page or any other text or item linked to the Internet. If Client refuses such request, Vendor may, at its option, and at the expense of the Client, immediately remove the subject Web page or other text or item from the Internet, suspend the Services provided hereunder, or terminate this Agreement. Vendor shall not be liable for any damages incurred by Client or Client's website visitors as a result of such action.

10. Confidentiality. (a) Neither party shall copy, use, or disclose any Confidential Information of the other except as reasonably required to perform its duties hereunder, and shall only disclose such information to those employees, subcontractors, and agents that have a "need to know" such information to perform their duties.

For purposes of this Agreement, "Confidential Information" shall mean any competitively sensitive or secret business, marketing, or technical information of either party. Confidential Information shall not include, however, information that is: (a) generally known to the public or readily ascertainable from public sources (other than as a result of a breach of confidentiality by either party or any person or entity associated with that party); (b) independently developed without reference to or reliance on any Confidential Information of the other party, as demonstrated by written records (which shall be provided upon request); or (c) obtained by one party from an independent third party who has created or acquired such information without reference to or reliance on Confidential Information of the other party, as demonstrated by written records (which shall be provided upon request).

(b) It is Web Developer's policy to respect the privacy of electronic mail stored on or transmitted through the Content Management HelpDesk System. Electronic mail messages may be encrypted by Client or users. The Web Developer will not intentionally disclose the content of electronic mail to anyone other than the addressee, authorized recipients or to those who provide forwarding or delivery services, without the consent of the sender, the recipient or as required by law. The Web Developer reserves the right to examine electronic if disclosure is required by court order or law enforcement authorities. Web Developer may periodically delete unread or archival copies of electronic mail at published intervals and upon termination of this Agreement.

11. Warranty and Limitation of Liability. Services provided by Vendor hereunder shall be performed in a professional and workmanlike manner and shall substantially conform to the description of Services set forth in Schedule A hereto for a period of *one year* after the commencement of such Services. Should Vendor breach this warranty, Client shall so notify Vendor in writing, and Vendor shall use reasonable diligence to remedy such breach within *sixty*

days of receipt of Client's notice. Should Vendor fail to remedy the breach within that time, Client shall be entitled to a reasonable abatement of fees hereunder. EXCEPT AS PROVIDED IN THIS PARAGRAPH, ALL SERVICES ARE DELIVERED WITHOUT WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT'S SOLE REMEDY FOR VENDOR'S BREACH OF ALL WARRANTIES HEREUNDER IS AS SET FORTH IN THIS PARAGRAPH 10.

IN NO EVENT SHALL VENDOR BE LIABLE TO CLIENT FOR ANY AMOUNT IN EXCESS OF THE FEES ACTUALLY PAID BY CLIENT TO VENDOR FOR SERVICES PROVIDED HEREUNDER.

IN NO EVENT SHALL VENDOR BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR INTERRUPTION OF BUSINESS, WHETHER SUCH DAMAGES ARE ALLEGED IN TORT, CONTRACT, INDEMNITY, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES.

The foregoing limitations include and apply to, without limitation, any liability arising out of the performance or failure to perform of any hardware, software, or Internet connection, from any errors, omissions, interruptions in or failure to provide Internet service; from interruptions in Web page availability; from the consequences of computer viruses transferred over the Internet or otherwise; or from communication line failure, breach of security due to use of the Internet, or any loss of information or confidentiality due thereto.

12. Failure to Pay for Services Rendered When Due. In the event that Client fails to pay any amount when due, Vendor may, at its discretion, charge interest on the unpaid and past due balance at the rate of One and One-Half Percent (1.5%) per month (Eighteen Percent (18%) annually). Client further agrees to pay any and all Vendor costs of collection including reasonable attorney's fees in the event that it becomes necessary for Vendor to pursue such remedies.

13. General Provisions. Vendor may assign or subcontract its work to be performed hereunder to one or more qualified third parties who may be operating on a consulting or subcontracting basis for Vendor. Vendor may also assign its rights and obligations hereunder to any successor to all or any substantial part of its business pertaining to this Agreement. Client shall not assign this Agreement without Vendor's consent, except to a successor to all or any substantial part of Client's business. Subject to the foregoing, this Agreement shall inure to the benefit of, and be binding on, the parties hereto, their successors and assigns.

In the event that any provision of this Agreement is found unenforceable under applicable law, the remaining provisions of this Agreement shall nonetheless be enforced to the maximum extent permitted by law consistent with the fundamental intent of the parties.

The waiver by either party of a breach or default in any of the provisions of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions; nor shall any delay or omission on the part of either party to exercise or

avail itself of any right, power, or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior Agreements between the parties, whether written or oral, relating to the same subject matter.

No modification of this Agreement shall be effective unless in writing signed by an officer of Vendor and a duly authorized representative of Client.

The relationship of Vendor and Client established by this Agreement is solely that of independent contractors. Nothing herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the parties. Vendor is not to be considered the agent of Client or any third-party provider of goods or services with regard to the performance of their respective contractual or other legal obligations.

Any purchase order or other document issued by Client is for administrative convenience only. In the event of any conflict between this Agreement, and any purchase order, this Agreement shall prevail.

Vendor shall be excused from performance hereunder to the extent that such performance is prevented, delayed, or obstructed by causes beyond its reasonable control, including (without limitation) acts of any federal, state, or local governmental authority; fires, floods, or other natural disasters; strikes or labor unrest; terrorism or acts of war; degradation of telecommunications service; severe weather conditions; or for any other matters that are beyond Vendor's control, whether or not otherwise foreseeable.

ADS may from time to time utilize the services of designers or subcontractors to complete the work.

Vendor will be granted free access to all public buildings and events within the municipality. If municipally requires parking permits, vendor will be issued permit regardless of residency policy.

14. **Nonsolicitation**. During the Term and for a period of one (1) year thereafter, Client agrees not to hire, solicit nor attempt to solicit the services of any employee or subcontractor of Web Developer without the prior written consent of Web Developer.

15. **Export Regulations**. The transfer of technology across national boundaries is regulated by the U.S. Government. Client agrees not to export or re-export (including by way of electronic transmission) any data or technology derived from its Website without first obtaining any required export license or governmental approval. Client shall not directly or indirectly export or re-export (including by transmission) any regulated technology to any country to which such activity is restricted by U.S. regulation or statute, without the prior written consent, if required, of the Bureau of Export Administration of the U.S. Department of Commerce. This provision and the assurances made herein shall survive termination of this Agreement.

16. **U.S. Government Restricted Rights**. The Website (including underlying technology

and documentation) is a "computer data base" that constitutes "restricted computer software" and is provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the Government is subject to restrictions as set forth in the Rights in Commercial Computer Software clause at DFARS 227.7202-3 or subparagraphs (c) (1) and (2) of the Commercial Computer Software - Restricted Rights clause at 48 CFR 52.227-19, as applicable.

17. **Miscellaneous**. This document and any attachments incorporated by reference constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. This Agreement may be modified or amended only by a writing signed by the party against whom enforcement is sought. Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. Headings are for reference purposes only and have no substantive effect. Each party and its people are independent contractors in relation to the other party with respect to all matters arising under this Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED AS OF THE DATES INDICATED ABOVE.

AlphaDog Solutions, Inc.

Borough of Roosevelt

By: _____
Michael Melham
President
Date: _____

By: _____
Print Name: _____
Title: _____
Date: _____

Witness

By: _____
Print Name: _____
Title: _____
Date: _____

By: _____
Print Name: _____
Title: _____
Date: _____

Schedule A

PublicWebmaster™ Scope of Services

1. One Time Set Up

Payment	\$2,750
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2. Service Commencement & Rates:

Contract Commencement:	January 1, 2025
Monthly Content Management Fee:	\$595
Monthly Web Hosting Fee:	\$95
Monthly Ticketing System License Fee:	\$50
Monthly Email Newsletter Fee:	\$25
Monthly SSL Certificate Fee:	\$25
Monthly Total:	\$720
Year 1 Annual Contract Rate:	\$8,640

- PublicWebmaster™ is a registered trademark of AlphaDog Solutions, Inc. Municipality is licensed to use the trademark during the term of the agreement. No royalty or fee is charge for the use of the ADS Trademarks.
- AlphaDog Solutions is authorized to spend 20% of the total contract per year on marking and advertising material, collateral, and advertising space. Additional work may be requested and quoted in writing.
- The PublicWebmaster™ may not be modified, altered or used by the Client or any other vendor engaged by Client without the prior written consent of ADS.
- ADS retains all intellectual property rights in its PublicWebmaster portal, however, any content provided by Client to be accessed via the PublicWebmaster portal such as text, images relating to Client and its municipality, photographs provided by Client and other Client authored content shall remain the property of Client and at the termination of the Agreement shall be relocated from ADS's server to any other location selected by Client. Client has 30 days to make a formal request to have their files transferred. The fee

associated with location services is set forth in paragraph #10 of this Exhibit "A" below. Client recognizes that it has no right or claim of right to use any AlphaDog IP after termination of the Agreement, including but not limited to databases, custom programming, universal images, graphics, etc.

7. Client is responsible to pay the usual and customary out of pocket expenses incurred by ADS for registration of the Client's domain name, domain pointing fees, additional hosting components, such as but not limited to security, spam and phishing filters, etc.
8. Upon initial engagement, ADS will provide the following enumerated services:
 - a. Immediately back up existing website.
 - b. Secure a domain name, if necessary; if not, Client's existing domain will be moved to an ADS server. Email hosting if applicable remains intact, however ADS does not support email.
 - c. Transfer existing website to new server as archive.
 - d. Set up meetings with key members of the municipality staff including administrative and department heads.
 - e. ADS does not host email.
 - f. Launch website features and components within 45-60 days of commencement of contract.
 - g. Commencement is triggered on the timely return of surveys by municipal staff.
 - h. Integrate any graphics or pictures taken of event and posted with online photo gallery.
 - i. Develop a working relationship with any current public relations firm engaged by the Municipality.
 - j. Launch website.
 - k. ADS will manually enter meeting dates as they are approved by resolution.
 - l. Integrate events and meetings components in a database format.
 - m. ADS will manually enter community events throughout the term of the contact.
 - n. Community links must be provided by municipality and may be edited at any time.
 - o. Homepage is dynamic and will automatically updated via internal database.
 - p. All additional pages are considered static and may be changed manually when needed.
9. Client Content:
 - a. All content received provided by Municipality must be in digital format, via text emails, attached email files or other digital media (flash drives, cd's, dvd's)
 - b. Content provided by municipality shall include copyright releases in favor of ADS for inclusion in the Website.

- c. If content is received in any format other than .PDF, Vendor will not be held liable for errors in converting file to .PDF
- d. PDF files must be accessible and searchable. Vendor not responsible for making static PDF files readable. Vendor not responsible for publishing no readable and accessible files to client's website.

10. Additional Services:

- a. Transcribing content from hard copy to digital.
- b. Attending non-website related meetings
- c. Attending additional community events
- d. Additional information gathering meetings at municipal locations.

11. Additional Hourly Rates:

Level 1 Programming	\$125
Level 2 Programming	\$95
Graphic Design	\$75
Administrative	\$35
Website Files Delivered to Client	\$1500 _(one time)

12. Authorizing additional work:

- a. Based on the above hourly rates, AlphaDog Solutions may provide additional services up to 20% of the total contract per month, without written approval.
- b. Costs above 20% of the total contract must be quoted after receiving a request in writing, (email is fine) by department head or supervisor.

BUSINESS REGISTRATION CERTIFICATE FOR THE STATE OF NEW JERSEY



**STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE**

Taxpayer Name: ALPHA DOG SOLUTIONS, INC.
Trade Name:
Address: 335 UNION AVENUE
BELLEVILLE, NJ 07109
Certificate Number: 1041063
Effective Date: February 04, 2004
Date of Issuance: March 16, 2015

For Office Use Only:
20150316142146309

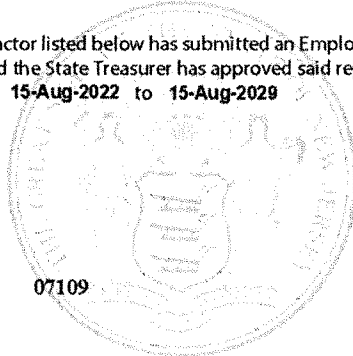
CERTIFICATE FOR THE STATE OF NEW JERSEY: EMPLOYEE REPORT

Certification 42477

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Aug-2022 to 15-Aug-2029**

ALPHADOG SOLUTIONS, INC.
314 WASHINGTON AVE
BELLEVILLE NJ 07109



Elizabeth Maher Muoio
ELIZABETH MAHER MUOIO
State Treasurer

*BOROUGH OF ROOSEVELT
COUNTY OF MONMOUTH
STATE OF NEW JERSEY*

**RESOLUTION NO. 24-104
MEETING DATE: 10-07-2024**

**RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF ROOSEVELT
AUTHORIZING THE SALE OF SURPLUS PERSONAL PROPERTY NO LONGER NEEDED
FOR PUBLIC USE ON AN ONLINE AUCTION WEBSITE**

C/_____ offered the following Resolution and moved its adoption, which was seconded by C/_____.

WHEREAS, the Borough of Roosevelt has determined that the personal property described on Schedule A attached hereto and incorporated herein is no longer needed for public use; and

WHEREAS, the Borough of Roosevelt intends to utilize the online auction services of Municibid located at www.municibid.com; and

WHEREAS, the sales are being conducted pursuant to N.J.S.A. 40A:11-36 and the guidance set forth in the Division of Local Government Services' Local Finance Notice 2019-15.

NOW THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Roosevelt, County of Monmouth, State of New Jersey, that the Borough is hereby authorized to sell the surplus personal property as indicated on Schedule A on an online auction website entitled www.municibid.com.

BE IT FURTHER RESOLVED, that the terms and conditions of the agreement entered into between Municibid and the Borough of Roosevelt is available at www.municibid.com and in the Borough Clerk's office.

BE IT FURTHER RESOLVED, that a certified copy of the within Resolution be forwarded by the Borough Clerk to the following: Division of Local Government Services, Municibid, Borough CFO and Borough Purchasing Agent.

ROLL CALL:

AYES:

NAYS:

ABSTAIN:

ABSENT:

CERTIFICATION

I HEREBY CERTIFY the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on October 7, 2024.

Kathleen Hart
Borough Clerk

SCHEDULE A

Honda HS521 snow blower

John Deere 48" walk-behind commercial mower

Music Studio Recording Equipment

2004 Ford F250

CERTIFICATE OF DETERMINATION AND AWARD

I, GEORGE J. LANG, Chief Financial Officer of the Borough of Roosevelt, in the County of Monmouth, New Jersey (hereinafter referred to as the "Issuer"), HEREBY CERTIFY as follows:

1. I hereby determine to issue the Bond Anticipation Notes, Series 2024A (the "Notes") hereinafter described by virtue of the authority conferred upon me by Bond Ordinances attached hereto as Schedule A (collectively, the "Bond Ordinances") authorizing obligations in the aggregate principal amount of \$2,121,750, as more fully described as follows:

TOTAL PRINCIPAL AMOUNT: \$2,121,750	NUMBER: 2024A-1	DENOMINATION: \$2,121,750
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DATED: September 20, 2024

MATURITY: March 14, 2025

INTEREST RATE PER ANNUM: 4.50% payable at maturity

REGISTERED OWNER: County of Monmouth, NJ

PLACE OF PAYMENT: Borough of Roosevelt
33 North Rochdale Avenue
Roosevelt, New Jersey 08555

2. Pursuant to the authority so conferred upon me, I have awarded and sold the Notes to the County of Monmouth, NJ (the "Purchaser"), at the price of \$2,121,750, plus a premium of \$-0-. There is no accrued interest on the Notes.

3. No bonds of the Issuer have heretofore been issued pursuant to the Bond Ordinances.

4. The date of the first note or other obligation issued in anticipation of the issuance of the bonds that the Notes are issued in anticipation of, whether or not now outstanding, is:

December 29, 2017

5. No notes or other obligations in anticipation of the issuance of bonds have heretofore been issued pursuant to the Bond Ordinances and now remain outstanding and unpaid.

6. The down payment necessary for proper passage of the Bond Ordinances was available prior to final passage of same or an exception to said requirement was obtained pursuant to the Local Bond Law. All other matters with respect to such Notes, including the form thereof, shall be as set forth in the specimen Bond Anticipation Note attached to this Certificate.

7. On the 20th day of September, 2024, I delivered the Notes to the Purchaser, and at the time of delivery I received from the Purchaser full payment for the Notes in accordance with the contract of sale, computed as follows:

Contract Price	\$2,121,750.00
Premium	-0-
Interest accrued to the date of delivery	-0-
TOTAL amount received (Purchase Price)	<u>\$2,121,750.00</u>

8. Payment of the Purchase Price was made as follows:

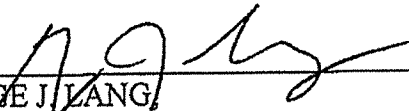
Wire of Immediately Available Funds to:

Provident Bank
Borough of Roosevelt Current Fund
ABA Number: 021205376
Account Number: 9760103074

[Signature Page Follows]

IN WITNESS WHEREOF, I have hereunto set my hand this 20th day of September, 2024.

BOROUGH OF ROOSEVELT, IN THE
COUNTY OF MONMOUTH, NEW JERSEY



GEORGE J. LANG,
Chief Financial Officer

SCHEDULE A

**BOROUGH OF ROOSEVELT
COUNTY OF MONMOUTH, STATE OF NEW JERSEY
\$2,121,750 BOND ANTICIPATION NOTES, SERIES 2024A**

Ordinance	App.	Debt	D/P	Sec. 20	P/U	History	BANs to be issued 9/20/2024 - 3/14/2025
B/O #16-003 (2/22/16) Rehabilitation of an Elevated Water Tower	210,000	200,000	10,000	34,000	20	1 st = 200,000 BANs, Series 2017A, 12/29/17 – 12/28/18; 2 nd = 200,000 BANs, Series 2018A, 12/28/18 – 12/27/19; 3 rd = 200,000 BANs, Series 2019A, 12/27/19 – 12/23/20; 4 th = 194,000 BANs, Series 2020A, 12/23/20 – 12/22/21 w/ 6,000 PD; 5 th = 174,150 BANs, Series 2021A, 9/23/21 – 9/23/22 w/ 19,850 PD; 6 th = 150,150 BANs, Series 2022A, 9/23/22 – 9/22/23 w/ 24,000 PD; 7 th = 135,150 BANs, Series 2023A, 9/22/23 – 9/20/24 w/ 15,000 PD; 8 th = 120,150 BANs, Series 2024A, 9/20/24 – 3/14/25 w/ 15,000 PD	120,150 (ref)
B/O #16-018 (9/12/16) Various Water/Sewer Improvements	128,100	122,000	6,100	50,000	20	1 st = 122,000 BANs, Series 2017A, 12/29/17 – 12/28/18; 2 nd = 122,000 BANs, Series 2018A, 12/28/18 – 12/27/19; 3 rd = 122,000 BANs, Series 2019A, 12/27/19 – 12/23/20; 4 th = 118,000 BANs, Series 2020A, 12/23/20 – 12/22/21 w/ 4,000 PD; 5 th = 112,000 BANs, Series 2021A, 9/23/21 – 9/23/22 w/ 6,000 PD; 6 th = 106,000 BANs, Series 2022A, 9/23/22 – 9/22/23 w/ 6,000 PD; 7 th = 96,000 BANs, Series 2023A, 9/22/23 – 9/20/24 w/ 10,000 PD; 8 th = 86,000 BANs, Series 2024A, 9/20/24 – 3/14/25 w/ 10,000 PD	86,000 (ref)

Ordinance	App.	Debt	D/P	Sec. 20	P/U	History	BANs to be issued 9/20/2024 - 3/14/2025
B/O #18-005 (8/13/18) Road Improvements to Homestead Lane and Cedar Court	520,000	310,000	-0- 210,000 NJDOT	80,000	10	1 st = 280,000 BANs, Series 2020A, 12/23/20 - 12/22/21; 2 nd = 280,000 BANs, Series 2021A, 9/23/21 - 9/23/22; 3 rd = 280,000 BANs, Series 2022A, 9/23/22 - 9/22/23; 4 th = 254,000 BANs, Series 2023A, 9/22/23 - 9/20/24 w/ 26,000 PD; 5 th = 231,300 BANs, Series 2024A, 9/20/24 - 3/14/25 w/ 22,700 PD	231,300 (ref)
B/O #19-003 (5/28/19) Various Road, Drainage and Parking Lot Improvements	655,000	240,000	65,000 350,000 NJDOT	95,000	15	1 st = 125,000 BANs, Series 2021A, 9/23/21 - 9/23/22; 2 nd = 125,000 BANs, Series 2022A, 9/23/22 - 9/22/23; 3 rd = 125,000 BANs, Series 2023A, 9/22/23 - 9/20/24; 4 th = 116,700 BANs, Series 2024A, 9/20/24 - 3/14/25 w/ 8,300 PD	116,700 (ref)
B/O #20-006 (6/8/20) Various Water/Sewer Improvements	730,000	695,200	34,800	185,000	20	1 st = 600,000 BANs, Series 2021A, 9/23/21 - 9/23/22; 2 nd = 600,000 BANs, Series 2022A, 9/23/22 - 9/22/23; 3 rd = 600,000 BANs, Series 2023A, 9/22/23 - 9/20/24; 4 th = 580,000 BANs, Series 2024A, 9/20/24 - 3/14/25 w/ 20,000 PD 1 st = 90,000 BANs, Series 2022A, 9/23/22 - 9/22/23; 2 nd = 90,000 BANs, Series 2023A, 9/22/23 - 9/20/24; 3 rd = 90,000 BANs, Series 2024A, 9/20/24 - 3/14/25	670,000 (ref)

Ordinance	App.	Debt	D/P	Sec. 20	P/U	History	BANs to be issued 9/20/2024 - 3/14/2025
B/O #2020-14 (12/28/20) Trickling Filter, Phosphate Remediation and Treatment Plant Upgrades	50,000	47,600	2,400	50,000	20	1 st = 47,600 BANs, Series 2022A, 9/23/22 - 9/22/23; 2 nd = 47,600 BANs, Series 2023A, 9/22/23 - 9/20/24; 3 rd = 47,600 BANs, Series 2024A, 9/20/24 - 3/14/25	47,600 (ref)
B/O #2020-05 (6/8/20) Various Roadway Improvements to Farm Lane and School Lane	725,000	160,000	70,000	120,000	20	1 st = 100,000 BANs, Series 2022A, 9/23/22 - 9/22/23; 2 nd = 100,000 BANs, Series 2023A, 9/22/23 - 9/20/24; 3 rd = 100,000 BANs, Series 2024A, 9/20/24 - 3/14/25	100,000 (ref)
B/O #2022-02 (4/4/22) Various Roadway Improvements to Pine Drive	420,000	200,000	40,000	70,000	20	1 st = 200,000 BANs, Series 2022A, 9/23/22 - 9/22/23; 2 nd = 200,000 BANs, Series 2023A, 9/22/23 - 9/20/24; 3 rd = 200,000 BANs, Series 2024A, 9/20/24 - 3/14/25	200,000 (ref)
B/O #2022-05 (5/2/22) Improvements to Tamara Drive Between Pine Drive and South Rochdale Avenue	610,000	436,300	-0- 173,700 NJDOT	100,000	20	1 st = 350,000 BANs, Series 2022A, 9/23/22 - 9/22/23; 2 nd = 350,000 BANs, Series 2023A, 9/22/23 - 9/20/24; 3 rd = 350,000 BANs, Series 2024A, 9/20/24 - 3/14/25	350,000 (ref)
B/O #2023-06 (7/3/23) Various Improvements to North Valley Road	470,000	238,000	12,580 219,420 NJDOT	70,000	10	1 st = 200,000 BANs, Series 2023A, 9/22/23 - 9/20/24; 2 nd = 200,000 BANs, Series 2024A, 9/20/24 - 3/14/25	200,000 (ref)
TOTAL							\$2,121,750 (ref)

RESOLUTION NO. 24-105
MEETING DATE: 10-07-2024

**PROVIDING FOR A PRIVATE EXECUTIVE MEETING THAT
EXCLUDES THE PUBLIC**

C/ _____ offered the following Resolution and moved its adoption, which was second by C/ _____.

WHEREAS, the “Open Public Meetings Act” enacted October 21, 1975 permits a public body to exclude the public from meetings or portions thereof wherein matters are to be discussed which are exempted from the requirements of the Act; and

WHEREAS, the said Act requires that prior to the holding of a meeting or portion thereof from which the public shall be excluded, the public body should adopt a Resolution at a public meeting providing for the holding of a private meeting; and

WHEREAS, the Borough Council of the Borough of Roosevelt has determined that a meeting should be held from which the public should be excluded in order to discuss a subject which is exempted under the said Act.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council, as follows:

- That the next portion of this meeting be held in Private Session.
- That the general nature of the matter(s) to be discussed relate to the matters:
 - a. Items Falling Under Attorney/Client Privilege
 - b. Personnel
- That no official action will be taken at the meeting but Minutes shall be kept and shall be available to the public after official action on the subject matter has been taken.
- It is anticipated the discussion conducted in closed session can be disclosed to the public after no further action is required in the matter.

ROLL CALL VOTE:

AYES:

NAYS:

ABSTAIN:

ABSENT:

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on October 7, 2024.

Kathleen Hart
Borough Clerk