

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

COUNCIL REGULAR MEETING AGENDA
AUGUST 3, 2026 @ 7:00 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 December 24, 2025 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 Gregory S. DeFoe, Jr.
Councilmember Danelle Feigenbaum
Councilmember Constance Herrstrom
Councilmember Kristine Kaufman-Marut
Councilmember Claudia Luongo
Councilmember Ralph Warnick
Mayor Peggy Malkin

MAYOR'S REPORT:

PUBLIC COMMENT: (Agenda items only)

PROCLAMATION:

1. Recognizing International Overdose Awareness Day

CORRESPONDENCE:

1. Letter from ETM Associates, LLC, dated July 30, 2026 regarding the NJDEP Wetland Permit Approval Condition for the Wood Turtle Monitoring and proposal from DuBois & Associates.

MINUTES:

1. Regular Meeting Minutes – July 6, 2024
2. Regular Meeting Minutes – July 20, 2024
3. Closed Meeting Minutes – July 20, 2024

ORDINANCE:

FIRST READING
2026-10

AMENDMENT TO ORDINANCE 2026-04 SETTING THE SALARY RANGE
AND COMPENSATION OF CERTAIN OFFICIALS, POSITIONS AND

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

PUBLIC HEARING OF THE 2026 BUDGET:

M/Malkin opens the public hearing at _____

M/Malkin closes the public hearing at _____

CONSENT AGENDA RESOLUTIONS:

Resolution 26-101 Payment of Vouchers August 3, 2026
Resolution 26-102 Resolution Authorizing Execution of a Shared Services Agreement for
Regional Animal Control Services for 2027-2028
Resolution 26-103 Grant Agreement Between Borough of Roosevelt and the State of New
Jersey by and for the Department of Environmental Protection Grant
Identifier: GC2026-00002-PI Governing Body Resolution

REPORTS OF COMMITTEE CHAIRS:

Administration	Councilmember Kaufman-Marut
Community Dev/Code	Councilmember Herrstrom
Envi, Health & Safety	Councilmember Feigenbaum
Finance	Councilmember DeFoe
Public Works	Councilmember Warnick
Utilities	Councilmember Luongo

REPORTS OF BOROUGH OFFICIALS:

UNFINISHED BUSINESS:

NEW BUSINESS:

PUBLIC COMMENT (Any item)

M/Malkin opens the public comment at _____

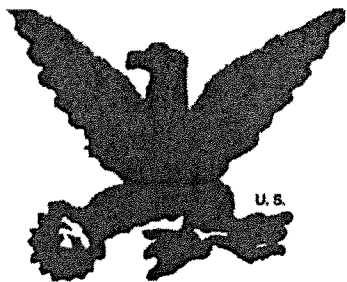
M/Malkin closes the public comment at _____

CLOSED SESSION:

Resolution 26- Providing for a Private Executive Meeting that Excludes the Public

ADJOURNMENT

TIME OUT: _____



Borough of Roosevelt

Jersey Homesteads Historic District

PROCLAMATION

RECOGNIZING INTERNATIONAL OVERDOSE AWARENESS DAY

WHEREAS, each year we lose thousands of people from drug overdose globally; and

WHEREAS, addiction is a health condition and the discrimination associated with addiction must be addressed so that no one is stigmatized because of their health condition; and

WHEREAS, Borough of Roosevelt is not immune. You may have seen it happen to people around you. Tomorrow, it could happen to a loved one. This is not an invisible issue; and

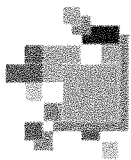
WHEREAS, International Overdose Awareness Day provides an opportunity for us to reflect on practical ways to prevent overdose in our community. Overdose is preventable. Knowing the real facts about drugs and what to do when seeing someone experiencing an overdose DOES save lives. International Overdose Awareness Day events that aim to educate our communities about drugs can help; and

WHEREAS, August 31st is recognized in communities around the world as a day to remember individuals who were lost to drug overdose and to support their families and loved ones, and to take action towards ending preventable overdose deaths.

NOW, THEREFORE, I, Peggy Malkin, Mayor of the Borough of Roosevelt, along with the Borough Council, do hereby proclaim August 31, 2026 as INTERNATIONAL OVERDOSE AWARENESS DAY in the Borough of Roosevelt, Monmouth County, State of New Jersey and urge all citizens to recognize that drug overdose is preventable and that everyone has a part to play. Let's acknowledge and support the people in our community who go unrecognized by raising awareness of the hidden impacts of overdose, promoting education of overdose response.

Dated this 3rd day of August 2026.

Mayor Peggy Malkin



ETM ASSOCIATES, L.L.C.

PUBLIC SPACE MANAGEMENT
PROJECT MANAGEMENT
PUBLIC SPACE DESIGN

July 30, 2026

Mayor and Borough Council
Ana Debevec - Roosevelt Borough Treasurer
33 N. Rochdale Avenue
P.O. Box 128
Roosevelt NJ 08555

**Re: FDR Amphitheater Rehabilitation
NJDEP Wetland Permit Approval Condition – Wood Turtle Monitoring**

Dear Mayor and Council,

The NJDEP has approved the Wetland Permit application for the FDR Amphitheater project, however a Special Condition is noted in the approval letter which confirms the presence of Wood Turtles (*Glyptemys insculpta*) within the regulated areas, and states no authorized activities may commence from April 1 through November 15 of the calendar year unless a qualified herpetologist with a valid Scientific Collecting Permit is present to survey the work area during all onsite work and clear the area of amphibians and reptiles (NJDEP Permit Approval Letter attached for reference).

In response to this stipulation our team has sought a proposal from a reputable environmental consulting firm (DuBois & Associates) to provide the necessary Collecting Permit, surveying and monitoring, and Year End Report which will satisfy the NJDEP Special Condition. The attached proposal from DuBois & Associates includes the necessary Collecting Permit submission, year end report, and a not-to-exceed price which includes up to 1 full-day site visit and 16 half-day site visits to survey the project site during the remainder of the construction period.

It is recommended that this proposal be approved in the amount of \$ 15,900. This survey and reporting work is mandated by the NJDEP and, unless adhered to, work within the delineated wetland and wetland buffer areas cannot commence until November 15, 2026.

If you have any questions or concerns regarding the bid proposal award, do not hesitate to contact me by phone at 732.572.6626 or by email at dave@etmassociatesllc.com.

Sincerely,
Dave Sittler

Project Manager
ETM Associates, L.L.C.



July 29, 2026

Mr. David C. Krueger, PWS, CWD
ETM Associates
1202 Raritan Avenue
Highland Park, NJ 08904

**Re: Ecological Services
FDR Amphitheater Rehabilitation
NJDEP Permit # 1341-25-0001.1
Block 3 * Lot 31
Roosevelt Borough, Monmouth County**

Dear Mr. Krueger,

Our firm is pleased to present this proposal for ecological services in support of the FDR Amphitheater Rehabilitation project located in Roosevelt Borough, Monmouth County, New Jersey. DuBois & Associates specializes in ecological surveys, threatened and endangered species investigations, and construction monitoring for state and federally protected wildlife. Our qualified biologists and herpetologists have been providing environmental compliance monitoring for public agencies, municipalities, utilities, and private developers throughout New Jersey since 2000. The services outlined below are intended to satisfy the herpetological monitoring requirements for wood turtles in accordance with the conditions of NJDEP Permit No. 1341-25-0001.1.

ITEM I SCIENTIFIC COLLECTING PERMIT

A Scientific Collecting Permit will be prepared and submitted to outline the types, times and lengths of the study or monitoring to be performed. Maps, reference material and historical research are included in this report for the New Jersey Department of Environmental Protection (NJDEP) Review. Data on every species captured over the full study will be recorded and sent to the NJDEP Endangered and Non-game species program at year end as part of the conditions of the permit. That data collection requires approximately two (2) to three (3) days to compile. Typically, the New Jersey Department of Environmental Protection takes approximately 30 days to approve or conditionally approve the permit.

LUMP SUM: \$ 1,500.00

ITEM II BIOLOGICAL MONITORING- WOOD TURTLE HERPETOLOGIST

Our office will provide qualified herpetological monitoring services for wood turtles (*Glyptemys insculpta*) in accordance with the conditions of NJDEP Permit No. 1341-25-0001.1 and all applicable New Jersey Department of Environmental Protection (NJDEP) Fish & Wildlife Endangered and Nongame Species Program requirements. Monitoring will be conducted by a qualified herpetologist possessing a valid NJDEP Scientific Collecting Permit. Prior to the commencement of clearing, demolition, excavation, grading, or other ground-disturbing activities, DuBois personnel will inspect the temporary exclusion fencing and conduct a thorough visual survey of the enclosed work area to identify any wood turtles or other State-listed amphibian or reptile species that may be present. Throughout active construction, our herpetologist will remain available to monitor work activities, perform periodic inspections of the work



area, and ensure compliance with NJDEP permit conditions. Should a protected species be encountered within the limits of disturbance, work in the immediate area will cease until the animal can be safely captured, documented, and relocated to suitable habitat outside the exclusion fencing in accordance with NJDEP protocols. Any required notifications to the NJDEP Fish & Wildlife Endangered and Nongame Species Program will be completed in accordance with the permit requirements. Field monitoring logs will be maintained for each site visit documenting weather conditions, construction activities, observations, species encountered, relocations performed, and compliance with permit conditions.

LUMP SUM: \$750.00/Half-day
LUMP SUM: \$1,400.00/Full day

Note: This proposal assumes monitoring will occur during normal weekday construction operations. Weekend, holiday, or overtime monitoring can be provided upon request.

ITEM III BIOLOGICAL MONITORING YEAR END REPORT:

A technical report along with data to substantiate the results of our monitoring will be prepared for the NJDEP at the conclusion of the site work for each year. Specifically, the report will discuss the project, existing site conditions, existing habitats that were cleared and target species sought. Maps will contain color depictions using ArcMap GIS Software. The report will discuss the findings and there will be a discussion section on any mitigation recommendations. Recommendations and mitigation measures will be provided in conjunction with a necessary monitoring plan, if necessary. The final report will include all threatened/endangered species survey activities and site-specific recommendations.

LUMP SUM \$1,000.00

BREAKDOWN OF FEES IS AS FOLLOWS:

ITEM	LUMP SUM
Scientific Collecting Permit	\$1,500.00
Biological Monitoring: 1 Full Day	\$1,400.00
Biological Monitoring: 16 Half-Days @ \$750.00/each	\$12,000.00
Year End Report	\$1,000.00
TOTAL NOT TO EXCEED COST:	\$15,900.00



Safety

DuBois personnel will comply with all applicable federal, state, and local safety regulations, as well as all site-specific health and safety requirements established by the Owner and Contractor. Field staff will utilize appropriate personal protective equipment (PPE), including hard hats, high-visibility safety vests, safety glasses, work boots, and any additional PPE required for the work being performed. Personnel will remain vigilant while working in and around active construction operations, heavy equipment, and other potential job site hazards. Prior to each field visit, DuBois staff will conduct a tailgate safety meeting to review the day's activities, identify potential hazards, establish communication protocols, and discuss emergency procedures. All personnel are committed to maintaining a safe work environment and adhere to the principle that safety is the responsibility of every individual on the project.

IF ADDITIONAL WORK IS REQUIRED BEYOND THE PROPOSAL ITEMS

List of Current Hourly Billing Rates is as Follows:

Principal	\$210.00
Principal Project Director	\$200.00
Senior Project Coordinator	\$190.00
Senior Permitting Coordinator	\$190.00
Licensed Tree Expert	\$200.00
Senior Project Manager	\$180.00
Principal Biologist	\$180.00
Principal Environmental Scientist (LSRP)	\$180.00
Qualified Bog Turtle Surveyor	\$160.00
Qualified Biological Monitor	\$160.00
Project Manager	\$160.00
Professional Wetland Scientist	\$160.00
Environmental Monitor	\$150.00
Senior Environmental Scientist	\$150.00
Senior Biologist	\$150.00
Botanist	\$150.00
GIS Specialist	\$140.00
Environmental Scientist	\$130.00
Biologist	\$130.00
Administrative Director	\$130.00
Environmental Field Technician	\$100.00
Technology Specialist	\$100.00
Administrative Coordinator	\$100.00
Clerical	\$75.00

List of Reimbursable Rates is as Follows:



Delivery/ Courier	\$75.00
Mileage	\$0.67 / mile
Tolls	Actual Cost + 15%
Black & White Copies (8.5" x 11")	\$0.20 / sheet
Color Copies (8.5" x 11")	\$1.25 / sheet
Black & White Copies (11" x 17")	\$0.40 / sheet
Color Copies (11" x 17")	\$2.45 / sheet
Report Binding (flat fee + pages)	\$30.00 / report
Trimble GPS	\$500.00 / day
Subcontractor Services	Actual Cost + 15%
NHP, Postage, Certified Mail, Newspaper Notices, Affidavits	Actual Cost + 15%

Disclaimers & Policies:

- Lump Sum Fees: Refer to DuBois & Associates proposal for items billed at lump sum.
- Minimum Field Charge: On-site services will be invoiced at full-day rate for work exceeding 3 hours on site, or at a minimum ½-day charge for less than 3 hours.
- After-Hours Meetings: A minimum fee of \$1,000 per person will be billed for meetings attended after normal business hours, in addition to applicable hourly rates.
- Weekend and Night Work: All work performed on weekends or company-recognized holidays shall be billed at two times (2×) the applicable hourly rate. Services performed outside normal business hours (after 6:00 PM or before 7:00 AM) shall be billed at two times (2.0×) the applicable hourly rate.
- Mileage & Per Diem: Billed in accordance with IRS and GSA guidelines for the applicable year.
- Reimbursables: Represent out-of-pocket expenses incurred on behalf of clients and are billed at actual cost plus applicable administrative handling where noted.

Standard Terms & Conditions

1. Invoices and Payments

Invoices for contract work will be issued upon completion of the contracted deliverable and are payable upon receipt. Invoices for authorized Extra Work will be submitted monthly. Any discrepancies must be submitted in writing within ten (10) days of the invoice date; if none are received, the invoice shall be deemed correct.

DuBois & Associates, LLC reserves the right to suspend all ongoing work, including agency coordination, correspondence, report preparation, and future submissions, for any account remaining unpaid beyond thirty (30) days. A one and one-half percent (1.5%) monthly administrative charge (18% annual) will apply to all delinquent balances. In the event of nonpayment requiring legal action, the client shall be responsible for reasonable attorney fees, court costs, and collection expenses.

2. Standard of Care and Limitation of Warranty

DuBois & Associates, LLC shall perform its services consistent with the standard of care ordinarily exercised by professionals in the same discipline under similar conditions. No other representation, guarantee, or warranty, express or implied, is made or intended. DuBois & Associates, LLC shall not be liable for any loss, claim, or damage arising from errors, omissions, or inaccuracies in information provided by the client or by third parties upon which DuBois & Associates, LLC reasonably relies in performing its services.

3. Scope of Services and Regulatory Approval



Payment of professional fees is not contingent upon regulatory or governmental approval of applications, permits, or plans. DuBois & Associates, LLC does not guarantee approval of any submittal and is not responsible for delays, denials, or changes in regulatory interpretation by reviewing agencies.

4. Subconsultants and Coordination

DuBois & Associates, LLC may engage qualified subconsultants to perform portions of the work. Coordination with third-party contractors or design professionals will be performed as needed to complete the scope of services.

5. Ownership and Use of Documents

Upon payment in full of all outstanding invoices, the client will receive reproducible copies of deliverables for record purposes. All original drawings, field notes, and technical documents remain the property of DuBois & Associates, LLC as instruments of professional service and may not be reused for other projects without written consent.

6. Site Access and Safety

The client shall provide right-of-entry and all necessary permissions for DuBois & Associates, LLC to perform services. The firm will take reasonable precautions to minimize disturbance but is not responsible for damage reasonably necessary to perform authorized work or caused by undisclosed site conditions. If DuBois & Associates, LLC personnel are unable to access the site at the scheduled time due to locked gates, unnotified restrictions, unsafe conditions, or other factors beyond the firm's control, the client agrees that time spent waiting, attempting access, or rescheduling shall be billed at the applicable hourly rates, including associated travel and standby time.

7. Indemnification

To the fullest extent permitted by law, the client agrees to indemnify and hold harmless DuBois & Associates, LLC, its officers, and employees from and against all claims, damages, or expenses (including attorney's fees) arising out of or resulting from the performance of services, except where caused by the sole negligence of DuBois & Associates, LLC.

8. Limitation of Liability

In recognition of the relative risks and benefits of the project, the client agrees that DuBois & Associates, LLC's total aggregate liability to the client for any and all claims, losses, or damages shall not exceed the total fee paid for services rendered under the applicable proposal.

9. Force Majeure

DuBois & Associates, LLC shall not be liable for delays or damages due to causes beyond its reasonable control, including acts of God, natural disasters, pandemics, labor disputes, or actions of regulatory agencies.

10. Confidentiality

DuBois & Associates, LLC agrees to maintain the confidentiality of all proprietary or non-public information provided by the client and will not disclose such information to any third party except as required to perform the services or as required by law. Likewise, the client agrees not to disclose any proprietary information, methodologies, or pricing details contained in this proposal or in subsequent project communications without written consent from DuBois & Associates, LLC.



Environmental Services Proposal
FDR Amphitheater Rehabilitation
Roosevelt Borough, Monmouth County

July 29, 2026

Nothing herein shall restrict DuBois & Associates, LLC from using general project experience or non-identifying information for internal reference, training, or marketing purposes, provided that no confidential client data is disclosed.

11. Reliance on Client-Provided Data

DuBois & Associates, LLC shall be entitled to rely upon the accuracy, completeness, and timeliness of all information, data, reports, and other materials supplied by the client or by third parties retained by the client. DuBois & Associates, LLC shall not be responsible for any errors, omissions, or inaccuracies in documents or data provided by others, including but not limited to survey information, design plans, geotechnical data, or agency mapping.

The client acknowledges that conclusions and recommendations by DuBois & Associates, LLC are based upon the information available at the time of performance and that changes or inaccuracies in such information may affect those conclusions. Any additional services required as a result of incomplete or inaccurate information shall be considered Extra Work and billed in accordance with the applicable rate schedule.

12. Validity and Acceptance

This proposal is valid for thirty (30) days from the date of issuance and may require revision thereafter to reflect updated rates or conditions.

13. Retainer Requirement

Certain projects may require a retainer as a condition of authorization to proceed. Any such requirement, including the applicable amount, will be clearly stated in the accompanying proposal. In instances where a retainer is required, work shall not commence until payment has been received. Retainers, unless otherwise directed, will be applied to the final invoice.

This Proposal will require updating if not accepted within thirty (90) days.

Please indicate your acceptance of this Proposal by signing below and returning the original signed proposal plus a **retainer of \$1,400.00** to this office. Thank you for the opportunity to present this Proposal.

Sincerely,

Bryon DuBois

Accepted:

BY: _____ DATE: _____



STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
WATERSHED & LAND MANAGEMENT

Mail Code 501-02A, P.O. Box 420, Trenton, New Jersey 08625-0420
Telephone: (609) 777-0454 or Fax: (609) 777-3656
dep.nj.gov/wlm/



PERMIT

In accordance with the laws and regulations of the State of New Jersey, the Department of Environmental Protection hereby grants this permit to perform the activities described below. This permit is revocable with due cause and is subject to the terms, conditions, and limitations listed below and on the attached pages. For the purpose of this document, "permit" means "approval, certification, registration, authorization, waiver, etc." Violation of any term, condition, or limitation of this permit is a violation of the implementing rules and may subject the permittee to enforcement action.		Approval Date July 20, 2026
		Expiration Date July 19, 2031
Permit Number(s): 1341-25-0001.1 LUP250001	Type of Approval(s): FWW GP17 Trails/Boardwalks TAW - Special Activity Redevelopment FWW GP2 Underground Utility Lines	Governing Rule(s): N.J.A.C. 7:7A-1.1(a)
Permittee: Borough Of Roosevelt 33 N. Rochdale Ave PO Box 128 Roosevelt, NJ 08555	Site Location: Block(s) & Lot(s): [3, 31] Municipality: Roosevelt Borough County: Monmouth	
Description of Authorized Activities: This document authorizes the reconstruction of an amphitheater including installation of multiple sections of underground utility lines including lighted bollards, as well as the construction of an ADA handicap accessible path/walkway under a Freshwater Wetlands General Permit No. 2 (FWW-GP2), Freshwater Wetlands General Permit No. 17 (FWW-GP17), and a Special Activity Transition Area Redevelopment Waiver (TAW) on the parcel(s) referenced above.		
Prepared by: Avery Thomas		Received and/or Recorded by County Clerk:
If the permittee undertakes any regulated activity, project, or development authorized under this permit, such action shall constitute the permittee's acceptance of the permit in its entirety as well as the permittee's agreement to abide by the requirements of the permit and all conditions therein.		
This permit is not valid unless authorizing signature appears on the last page.		

STATEMENT OF AUTHORIZED IMPACTS:

The authorized activities allow for the permittee to undertake impacts to regulated areas as described below. Additional impacts to regulated areas without prior Department approval shall constitute a violation of the rules under which this document is issued and may subject the permittee and/or property owner to enforcement action, pursuant to N.J.A.C. 7:7A-22.

FWW GP17 Trails/Boardwalks	Permanent Disturbance (Acres)	Temporary Disturbance (Acres)
Freshwater wetlands	0	0
Transition areas	0.017 (758 SF)	0
State open waters	0	0

FWW GP2 Underground Utility Lines	Permanent Disturbance (Acres)	Temporary Disturbance (Acres)
Freshwater wetlands	0	0
Transition areas	0.000 (4 SF)	0.007 (301 SF)
State open waters	0	0

TAW - Special Activity Redevelopment	Permanent Disturbance (Acres)	Temporary Disturbance (Acres)
Freshwater wetlands	0	0
Transition areas	0	0.070 (3,047 SF)
State open waters	0	0

PRE-CONSTRUCTION CONDITIONS:

1. **Timing:** If this permit contains a condition that must be satisfied prior to the commencement of construction, the permittee shall comply with such condition(s) within the time required by the permit or, if no time specific requirement is imposed, then the permittee shall comply with such condition(s) within six months of the effective date of the permit, or provide evidence satisfactory to the Division that such condition(s) cannot be satisfied.
2. Prior to the commencement of site clearing, grading, or construction onsite, the permittee shall install a sediment barrier at the limits of disturbance authorized herein, which is sufficient to prevent the sedimentation of the remaining regulated areas or waters on and/or adjacent to the site and shall serve as a physical barrier protecting these areas from encroachment by construction vehicles or other soil-disturbing activities. All sediment barriers and soil erosion control measures shall be kept in place and maintained throughout the duration of construction, until such time that the site is stabilized.
3. Prior to undertaking an activity that is regulated pursuant to the Flood Hazard Area Control Act rules at N.J.A.C. 7:13, the permittee shall register online for Permit-by-registration No. 2 at N.J.A.C. 7:13-7.2 for construction at or below grade in a fluvial flood hazard area, in accordance with the procedure described under N.J.A.C. 7:13-6.5. The Department's online system can be found at: <https://www.nj.gov/dep/online>.

Any disturbance to the onsite regulated 300-foot riparian zone and/or flood hazard area prior to completing this registration(s), or any other applicable Permit-by-registration or Flood Hazard Area permit, shall constitute a violation of the Flood Hazard Area Control Act rules at N.J.A.C. 7:13.

SPECIAL CONDITIONS:

1. The authorized activities shall comply with the applicable conditions set forth under N.J.A.C. 7:7A-5.7, 7.2, 7.17, 8.1, 8.3 and 20.2. Failure to comply with these conditions shall constitute a violation of the Freshwater Wetlands Protection Act (N.J.S.A. 13:9B-1 et. seq.). Any additional un-permitted disturbance of freshwater wetlands, State open waters, or transition areas besides that shown on the approved plans shall be considered a violation of the Freshwater Wetlands Protection Act Rules unless the activity is exempt or a permit is obtained from the Department prior to the start of the disturbance.
2. This authorization is based upon a Letter of Interpretation Line Verification issued by the Division of Land Resource Protection on May 14, 2026 under File and Activity No. 1341-25-0001.1 FWW250001. The Department has determined that the freshwater wetlands affected by this permit authorization are of exceptional resource value and the standard transition area or buffer required adjacent to these wetlands is 150 feet. Any additional regulated activities conducted within the standard transition area onsite shall require a separate transition area waiver from the Division. Regulated activities within a transition area are defined at N.J.A.C. 7:7A-2.3. Please refer to the Freshwater Wetlands Protection Act (N.J.S.A. 13:9B-1 et seq.) and implementing Rules (N.J.A.C. 7:7A) for additional information.
3. Vegetation within the transition area onsite shall only be disturbed in the areas specifically shown on the approved drawings and upon completion of the project, all temporarily disturbed areas shall be restored with native, non-invasive vegetation appropriate for the hydrologic conditions of the area.
4. Any alteration of the approved project that would result in a use of adjacent Green Acres encumbered parkland, even if temporary (e.g. staging), shall require prior approval from the Public Land Compliance Section of the Office of Transactions and Public Land Administration.
5. Construction equipment shall not be stored, staged, or driven within any regulated areas onsite, unless expressly approved by this permit or described on the approved plans.
6. The trench into which the utility line is placed shall be no wider than necessary to comply with the United States Occupational Safety and Health Administration safety standards for excavations set forth at 29 CFR Par 1926, Subpart P.
7. Any excavation within freshwater wetlands, transition areas, or State open waters shall be backfilled to preexisting elevations with the uppermost 18 inches backfilled with original topsoil material. The wetland and/or transition area above the excavation shall be restored with indigenous, non-invasive species and/or an indigenous, non-invasive seed mix.
8. All excavated material must be disposed of in a lawful manner outside of any flood hazard area, riparian zone, open water, freshwater wetland, and/or transition area, and in such a way as to not interfere with the positive drainage of the receiving area.
9. To reduce the risk of direct harm and adverse impacts to resting, breeding or foraging habitats for wood turtles within the regulated areas (Freshwater Wetlands/Transition Areas/Riparian Zone) associated with the referenced watercourses, no authorized activities may commence from April 1 through November 15 of the calendar year unless the following measures have been taken:

- i. Prior to the commencement of site preparation, disturbance, grading, clearing or construction activity within landscape valued as habitat for threatened or endangered herptile species, the Permittee shall install a temporary fence made of synthetic filtration fabric or geo-textile filtration fabric around the footprint of all proposed activities (temporary and permanent) that is sufficient in height to preclude small wildlife species from entering the proposed work area.
- ii. Upon installation, a qualified herpetologist with a valid Scientific Collecting Permit issued by the NJDEP Fish & Wildlife Endangered & Nongame Species Program shall survey the work area. Any wood turtles and other State-listed species found must immediately be reported to the NJDEP DFW-ENSP and safely relocated outside of the proposed work area. The qualified herpetologist shall be present during all onsite work (e.g., clearing of vegetation, demolition, excavation, site preparation, etc.) and shall survey the fenced in work area prior to commencement of work each day of activity and throughout each workday to "clear" the project limit of disturbance, temporary workspaces, and staging areas of amphibians and reptiles. Work activity shall cease where any animals are observed until the qualified herpetologist can carefully move the animal to safety beyond the exclusion fence.
- iii. The exclusion fence must be monitored weekly and maintained in satisfactory working condition until project completion.

The Department reserves the right to suspend all regulated activities onsite should it be determined that the permittee has not taken proper precautions to ensure continuous compliance with this condition.

10. This authorization for a General Permit is valid for a term not to exceed five years from the date of this permit. If the permittee wishes to continue an activity covered by the permit after the expiration date of the permit, the permittee must apply for and obtain a permit extension or a new permit, prior to the permit's expiration. If the term of the authorization exceeds the expiration date of the general permit issued by rule, and the permit upon which the authorization is based is modified by rule to include more stringent standards or conditions, or is not reissued, the applicant must comply with the requirements of the new regulations by applying for a new GP authorization or an Individual permit.

STANDARD CONDITIONS:

1. The issuance of a permit shall in no way expose the State of New Jersey or the Department to liability for the sufficiency or correctness of the design of any construction or structure(s). Neither the State nor the Department shall, in any way, be liable for any loss of life or property that may occur by virtue of the activity or project conducted as authorized under a permit.
2. The issuance of a permit does not convey any property rights or any exclusive privilege.
3. The permittee shall obtain all applicable Federal, State, and local approvals prior to commencement of regulated activities authorized under a permit.
4. A permittee conducting an activity involving soil disturbance, the creation of drainage structures, or changes in natural contours shall obtain any required approvals from the Soil Conservation District or designee having jurisdiction over the site.
5. The permittee shall take all reasonable steps to prevent, minimize, or correct any adverse impact on the environment resulting from activities conducted pursuant to the permit, or from noncompliance with the permit.

6. The permittee shall immediately inform the Department of any unanticipated adverse effects on the environment not described in the application or in the conditions of the permit. The Department may, upon discovery of such unanticipated adverse effects, and upon the failure of the permittee to submit a report thereon, notify the permittee of its intent to suspend the permit.
7. The permittee shall immediately inform the Department by telephone at (877) 927-6337 (WARN DEP hotline) of any noncompliance that may endanger public health, safety, and welfare, or the environment. The permittee shall inform the Watershed & Land Management by telephone at (609) 777-0454 of any other noncompliance within two working days of the time the permittee becomes aware of the noncompliance, and in writing within five working days of the time the permittee becomes aware of the noncompliance. Such notice shall not, however, serve as a defense to enforcement action if the project is found to be in violation of this chapter. The written notice shall include:
 - i. A description of the noncompliance and its cause;
 - ii. The period of noncompliance, including exact dates and times;
 - iii. If the noncompliance has not been corrected, the anticipated length of time it is expected to continue; and
 - iv. The steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.
8. Any noncompliance with a permit constitutes a violation of this chapter and is grounds for enforcement action, as well as, in the appropriate case, suspension and/or termination of the permit.
9. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the authorized activity in order to maintain compliance with the conditions of the permit.
10. The permittee shall employ appropriate measures to minimize noise where necessary during construction, as specified in N.J.S.A. 13:1G-1 et seq. and N.J.A.C. 7:29.
11. The issuance of a permit does not relinquish the State's tidelands ownership or claim to any portion of the subject property or adjacent properties.
12. The issuance of a permit does not relinquish public rights to access and use tidal waterways and their shores.
13. The permittee shall allow an authorized representative of the Department, upon the presentation of credentials, to:
 - i. Enter upon the permittee's premises where a regulated activity, project, or development is located or conducted, or where records must be kept under the conditions of the permit;
 - ii. Have access to and copy, at reasonable times, any records that must be kept under the conditions of the permit;
 - iii. Inspect, at reasonable times, any facilities, equipment, practices, or operations regulated or required under the permit. Failure to allow reasonable access under this paragraph shall be considered a violation of this chapter and subject the permittee to enforcement action; and

- iv. Sample or monitor at reasonable times, for the purposes of assuring compliance or as otherwise authorized by the Federal Act, by the Freshwater Wetlands Protection Act, or by any rule or order issued pursuant thereto, any substances or parameters at any location.
- 14. The permittee shall not cause or allow any unreasonable interference with the free flow of a regulated water by placing or dumping any materials, equipment, debris or structures within or adjacent to the channel while the regulated activity, project, or development is being undertaken. Upon completion of the regulated activity, project, or development, the permittee shall remove and dispose of in a lawful manner all excess materials, debris, equipment, and silt fences and other temporary soil erosion and sediment control devices from all regulated areas.
- 15. The permittee and its contractors and subcontractors shall comply with all conditions, site plans, and supporting documents approved by the permit.
- 16. All conditions, site plans, and supporting documents approved by a permit shall remain in full force and effect, so long as the regulated activity, project, or development, or any portion thereof, is in existence, unless the permit is modified pursuant to the rules governing the herein approved permits.
- 17. The permittee shall perform any mitigation required under the permit in accordance with the rules governing the herein approved permits.
- 18. If any condition or permit is determined to be legally unenforceable, modifications and additional conditions may be imposed by the Department as necessary to protect public health, safety, and welfare, or the environment.
- 19. Any permit condition that does not establish a specific timeframe within which the condition must be satisfied (for example, prior to commencement of construction) shall be satisfied within six months of the effective date of the permit.
- 20. A copy of the permit and all approved site plans and supporting documents shall be maintained at the site at all times and made available to Department representatives or their designated agents immediately upon request.
- 21. The permittee shall provide monitoring results to the Department at the intervals specified in the permit.
- 22. A permit shall be transferred to another person only in accordance with the rules governing the herein approved permits.
- 23. A permit can be modified, suspended, or terminated by the Department for cause.
- 24. The submittal of a request to modify a permit by the permittee, or a notification of planned changes or anticipated noncompliance, does not stay any condition of a permit.
- 25. Where the permittee becomes aware that it failed to submit any relevant facts in an application, or submitted incorrect information in an application or in any report to the Department, it shall promptly submit such facts or information.
- 26. The permittee shall submit email notification to the Bureau of Coastal & Land Use Compliance & Enforcement at CLU_tomsriver@dep.nj.gov at least 3 days prior to commencement of site preparation and/or regulated activities, whichever comes first. The notification shall include proof of completion of all pre-construction conditions, including proof of recording of permits, approved plans and/or conservation

casements, if required. The permittee shall allow an authorized Bureau representative on the site to inspect to ensure compliance with this permit.

27. The permittee shall record the permit, including all conditions listed therein, with the Office of the County Clerk (the Registrar of Deeds and Mortgages, if applicable) of each county in which the site is located. The permit shall be recorded within 30 calendar days of receipt by the permittee, unless the permit authorizes activities within two or more counties, in which case the permit shall be recorded within 90 calendar days of receipt. Upon completion of all recording, a copy of the recorded permit shall be forwarded to Watershed & Land Management through the DEP Online service. The uploaded documents will go directly into the Department's database, and staff will be notified that information has been received. The service can be found at: <https://dep.nj.gov/wlm/eservices/lrp-eservices/>.

APPROVED PLAN(S):

The drawing(s) hereby approved consist of 1 sheet(s) prepared by Giovanni Manilio, P.E. of ETM Associates LLC, undated, last revised on June 15, 2026, and entitled:

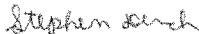
**"FRESHWATER WETLANDS PERMIT PLAN FDR AMPHITEATHER REHABILITATION
BOROUGH OF ROOSEVELT, NJ," Sheet FWW-1.00**

APPEAL OF DECISION:

Any person who is aggrieved by this decision may submit an adjudicatory hearing request within 30 calendar days after public notice of the decision is published in the DEP Bulletin (available at <https://dep.nj.gov/bulletin/>). If a person submits the hearing request after this time, the Department shall deny the request. The hearing request must include a completed copy of the Administrative Hearing Request Checklist (available at <https://dep.nj.gov/wlm/forms/>). A person requesting an adjudicatory hearing shall submit the original hearing request to: NJDEP Office of Administrative Hearings and Dispute Resolution, Attention: Adjudicatory Hearing Requests, Mail Code 401-07A, P.O. Box 420, 401 East State Street, 7th Floor, Trenton, NJ 08625-0420. Additionally, a copy of the hearing request shall be submitted to the Director of Watershed & Land Management at the address listed on page one of this permit. In addition to your hearing request, you may file a request with the Office of Dispute Resolution to engage in alternative dispute resolution. Please see <https://dep.nj.gov/oahdr/> for more information on this process.

If you need clarification on any section of this permit or conditions, please contact Watershed & Land Management's Technical Support Call Center at (609) 777-0454.

Approved By:



Digitally signed by Stephen Dench
Date: 2026.07.20 15:29:45-04:00

Stephen Dench, Environmental Specialist III
Watershed & Land Management

c: Municipal Clerk, Roosevelt Boro
Municipal Construction Official, Roosevelt Boro
Agent (original) – David C. Krueger

***BOROUGH OF ROOSEVELT
COUNTY OF MONMOUTH***

**ORDINANCE NO: 2026-10
INTRODUCTION DATE: 08-03-2026
PUBLIC HEARING DATE: 09-08-2026**

**AMENDMENT TO ORDINANCE 2026-04 SETTING THE SALARY RANGE AND
COMPENSATION OF CERTAIN OFFICIALS, POSITIONS AND EMPLOYEES IN THE BOROUGH
OF ROOSEVELT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY**

WHEREAS, the Borough Council has determined that it is necessary to amend Ordinance 2026-04, adopted on April 20, 2026, which set the salary range and compensation of certain officials, positions and employees, creating a salary range for the positions of the Municipal Housing Alliance, Recycling Coordinator and Deputy CFO.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of Roosevelt, County of Monmouth, State of New Jersey, as follows:

Section 1. Section 1 of Ordinance 2026-04 be and is hereby amended to provide as follows:

	MINIMUM:	MAXIMUM:
Municipal Housing Liaison	\$ 1,000.00	\$ 6,000.00
Recycling Coordinator	\$ 200.00	\$ 500.00
Deputy CFO	\$10,000.00	\$25,000.00

Section 2. The remainder of Ordinance 2026-04 concerning salary ranges of certain officials, positions and employees shall remain unchanged.

Section 3. All ordinances or parts of ordinances inconsistent herewith are repealed, but only to the extent of such inconsistency.

Section 4. This Ordinance shall become effective immediately upon its final passage and publication as required by law.

ATTEST:

APPROVED:

Kathleen Hart, Borough Clerk

Peggy Malkin, Mayor

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

**RESOLUTION NO. 26-101
MEETING DATE: 08-03-2026**

PAYMENT OF BILLS FOR AUGUST 3, 2026

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

WHEREAS, the attached list of bills has 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 August 3, 2026.

Kathleen Hart
Borough Clerk

BOROUGH OF ROOSEVELT
Bill List By Vendor Name

07/30/2026

02:26 PM

8-3-26 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-Budgeted: Y Vendors: All			
Vendor #	Name						
P.O. #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
APPS4005		APPS4RENT,LLC					
26-00452	07/29/26	OFFICE365-(2) G1 LICENSES	Open	\$80.68	\$0.00		
BOROU005		BOROUGH OF HIGHTSTOWN					
26-00459	07/30/26	SOLID WASTE CONTRACT:AUG 2026	Open	\$7,166.67	\$0.00		
CROSS005		CROSS OVER NETWORKS, LLC					
26-00125	02/27/26	2026 IT SERVICES	Open	\$467.11	\$0.00		B
EDMUN005		EDMUNDS GOVTECH					
26-00453	07/29/26	3RD QTR ESTIMATED TAX BILLS	Open	\$375.00	\$0.00		
GENER005		GENERAL CODE, LLC					
26-00435	07/20/26	CODIFICATION SERVICES	Open	\$1,910.00	\$0.00		
26-00436	07/20/26	CODIFICATION SERVICES	Open	\$1,535.00	\$0.00		
		Vendor Total:		\$3,445.00			
INTER015		INTERSTATE WASTE SERVICES, INC					
26-00014	01/08/26	2026 RECYCLING CONTRACT	Open	\$3,791.66	\$0.00		B
KTKCO005		KTK CONSTRUCTION, LLC					
26-00337	06/09/26	S. ROCHDALE SWALE RESTORATION	Open	\$8,500.00	\$0.00		
LEAF0005		LEAF COMMERCIAL CAPITAL, INC.					
26-00456	07/30/26	KYOCERA COPIER PYMT 33 OF 60	Open	\$171.48	\$0.00		
MAINP005		MAIN POOL & CHEMICAL CO., INC.					
26-00245	04/27/26	WATER-2026 SODIUM HYPOCHLORITE	Open	\$590.80	\$0.00		B
26-00274	05/07/26	SEWER-2026 SODIUM ALUMINATE	Open	\$5,164.50	\$0.00		B
		Vendor Total:		\$5,755.30			
MONMO015		MONMOUTH COUNTY OFFICE OF					
26-00439	07/20/26	2026 SHARED SERVICE FEE	Open	\$8,399.00	\$0.00		
MONMO025		MONMOUTH COUNTY-COUNTY TAX					
26-00447	07/28/26	3/Q/2026 COUNTY TAXES	Open	\$66,285.02	\$0.00		
MONMO035		MONMOUTH COUNTY-HEALTH TAX					
26-00449	07/28/26	3/Q/2026 HEALTH TAXES	Open	\$1,074.43	\$0.00		
MONMO030		MONMOUTH COUNTY-LIBRARY TAX					
26-00448	07/28/26	3/Q/2026 LIBRARY TAXES	Open	\$3,973.65	\$0.00		
MONMO040		MONMOUTH COUNTY-OPEN SPACE TAX					
26-00450	07/28/26	3/Q/2026 OPEN SPACE TAXES	Open	\$17,936.87	\$0.00		
NJDEP005		NJ DEPARTMENT OF HEALTH					

BOROUGH OF ROOSEVELT
Bill List By Vendor Name

07/30/2026

02:26 PM

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
NJDEP005		NJ DEPARTMENT OF HEALTH	<i>Account Continued</i>				
26-00441	07/22/26	DOG REPORT:MAR 2026	Open	\$1.20	\$0.00		
26-00442	07/22/26	DOG REPORT:APR 2026	Open	\$18.60	\$0.00		
26-00443	07/22/26	DOG REPORT:MAY 2026	Open	\$31.80	\$0.00		
26-00444	07/22/26	DOG REPORT:JUN 2026	Open	\$7.80	\$0.00		
		Vendor Total:		\$59.40			
OCEAN005		OCEAN COUNTY EQUIPMENT, INC.					
26-00434	07/20/26	REPAIR/SERVICE CHAIN SAWS	Open	\$158.23	\$0.00		
ORKIN005		ORKIN PEST CONTROL SERVICE					
26-00454	07/29/26	JUL 2026 PEST CONTROL	Open	\$63.00	\$0.00		
26-00455	07/29/26	(5) EXTERIOR BAIT STATIONS	Open	\$159.94	\$0.00		
		Vendor Total:		\$222.94			
PETTY005		PETTY CASH					
26-00457	07/30/26	REIMBURSE PETTY CASH	Open	\$36.40	\$0.00		
REALT005		REALTY DATA SYSTEMS, LLC					
26-00438	07/20/26	2026 PROP INSPEC:ADDED/OMITTED	Open	\$105.00	\$0.00		
ROOSE005		ROOSEVELT BOARD OF EDUCATION					
26-00460	07/30/26	AUG 2026 SCHOOL TAXES	Open	\$167,247.00	\$0.00		
SHORE005		SHORE BUSINESS SOLUTIONS					
26-00445	07/28/26	USAGE 6/21/26-7/20/26	Open	\$25.49	\$0.00		
SUTPH005		SUTPHEN MEMORIAL, INC.					
26-00015	01/08/26	2026 CEMETERY MANAGEMENT	Open	\$775.00	\$0.00		B
THEHO010		THE HOME DEPOT					
26-00437	07/20/26	MISC SUPPLIES FOR WWTP REPAIRS	Open	\$167.24	\$0.00		
TOWNS015		TOWNSHIP OF MANALAPAN					
26-00458	07/30/26	ANIMAL CONTROL SERV-AUG 2026	Open	\$1,041.66	\$0.00		
VERIZ015		VERIZON					
26-00446	07/28/26	PHONE/INTERNET-JUL 2026	Open	\$1,063.10	\$0.00		

Total Purchase Orders: 31 Total P.O. Line Items: 0 Total List Amount: \$298,323.33 Total Void Amount: \$0.00



TOTAL CARRIED FORWARD FROM BILL LIST

298,323.33

MANUAL CHECKS

PAID BY ACH NJ I-BANK 2016 P&I PAYMENT
PAID BY ACH NJ I-BANK 2010 P&I PAYMENT
PAID BY ACH NJ I-BANK 2023 P&I PAYMENT

32,418.25

23,651.31

10,693.49

66,763.05

GRAND TOTAL OF 8/3/26 BILL LIST

365,086.38

BOROUGH OF ROOSEVELT
Bill List By Vendor Name

07/30/2026

02:26 PM

Totals by Year-Fund							
Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
	6-01	\$292,024.22	\$0.00	\$292,024.22	\$0.00	\$0.00	\$292,024.22
	6-09	\$6,239.71	\$0.00	\$6,239.71	\$0.00	\$0.00	\$6,239.71
	Year Total:	\$298,263.93	\$0.00	\$298,263.93	\$0.00	\$0.00	\$298,263.93
ANIMAL CONTROL	T-13	\$59.40	\$0.00	\$59.40	\$0.00	\$0.00	\$59.40
Total Of All Funds:		\$298,323.33	\$0.00	\$298,323.33	\$0.00	\$0.00	\$298,323.33

BOROUGH OF ROOSEVELT

I, Scott M. Frueh, Chief Financial Officer of the Borough of Roosevelt, do hereby certify that funds are available for the following bill list to be paid:

<u>Vendor</u>	<u>Budget Account</u>	<u>Total Award</u>
8/3/26 Bill List	various	\$365,086.38

Scott M. Frueh

Scott M. Frueh
Chief Financial Officer

Dated: 8/3/26

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

**RESOLUTION NO. 26-102
MEETING DATE: 08-03-2026**

**RESOLUTION AUTHORIZING EXECUTION OF AN SHARED SERVICES AGREEMENT FOR
REGIONAL ANIMAL CONTROL SERVICES FOR 2027-2028**

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, 2027 and ending on December 31, 2028 at an annual rate of \$13,000.00; and

WHEREAS, this agreement will be entered into pursuant to the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 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 August 3, 2026.

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 Middlesex, 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 2027 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 2027, or as soon thereafter as the conditions have been met, and that it shall terminate on the 31st day of December 2028.
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: _____

ATTEST:

BOROUGH OF JAMESBURG

Susan Boulogne, Borough Clerk

By: _____
_____, Mayor

ATTEST:

TOWNSHIP OF MILLSTONE

Kathleen Hart, Township Clerk

By: _____
_____, Mayor

Dated: _____

ATTEST:

BOROUGH OF ROOSEVELT

Kathleen Hart, Borough Clerk

By: _____
_____, Mayor

Dated: _____

**WESTERN MONMOUTH ANIMAL CONTROL
ANNUAL ANIMAL CONTROL COSTS
SCHEDULE "A"
2027**

SALARIES	\$104,916.00
BENEFITS	\$ 88,367.00
VEHICLE MAINTENANCE	\$ 7,572.00
FUEL	\$ 16,765.00
EQUIPMENT	\$ 8,115.00
UNIFORMS	\$ 3,245.00
VETERINARIAN	\$ 12,980.00
ADMINISTRATION	\$ 21,635.00
EMERGENCY SERVICES	\$ 48,675.00
INSURANCE	\$ 5,410.00
TOTAL	\$317,680.00

WESTERN MONMOUTH ANIMAL CONTROL
ESTIMATED ANNUAL COST - PER TOWN
SCHEDULE "B"
2027

<u>TOWNSHIP</u>	<u>POPULATION*</u>	<u>COST/COMMUNITY</u>
Manalapan Twp	40,877	\$125,291.00
Freehold Twp	35,596	\$106,557.00
Millstone Twp	10,379	\$ 31,740.00
Hightstown Boro	5,871	\$ 20,592.00
Roosevelt Boro	810	\$ 13,000.00
Jamesburg Boro	5,731	\$ 20,592.00

*2021 estimated census

**RESOLUTION NO. 26-103
MEETING DATE: 08-03-2026**

**GRANT AGREEMENT BETWEEN
BOROUGH OF ROOSEVELT
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT IDENTIFIER: GC2026-00002-PI
GOVERNING BODY RESOLUTION**

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

WHEREAS, the governing body of Borough of Roosevelt desires to further the public interest by obtaining a grant from the State of New Jersey in the amount of approximately \$9,000.00 to fund the following project:

Green Communities Inventory and CFMP Development.

NOW, THEREFORE, BE IT RESOLVED, the governing body resolves that Peggy Malkin or the successor to the office of Mayor is authorized (a) to make application for such a grant, (b) if awarded, to execute a grant agreement with the State for a grant in the amount no less than \$0.00 and not more than \$20,000.00, and (c) to execute any amendments thereto.

BE IT FURTHER RESOLVED, the Grantee agrees to comply with all applicable Federal, State, and municipal laws, rules, and regulations in its performance pursuant to the agreement.

BE IT FURTHER RESOLVED, where in-kind services are allowed and are stipulated by the Grantee, an attachment must be provided and appended hereto, breaking out the in-kind services. In-kind contributions are considered volunteer work or the donation of equipment or 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 August 3, 2026.

Kathleen Hart
Borough Clerk