



BOROUGH OF RED BANK

90 MONMOUTH STREET ♦ RED BANK ♦ NJ 07701

MUNICIPAL COUNCIL ♦ REGULAR MEETING AGENDA MARCH 13, 2025 ♦ 6:30PM

SUNSHINE STATEMENT This meeting is being held in accordance with the Public Laws of 1975, Chapter 231 and adequate notice of this meeting has been provided by a notice sent to Asbury Park Press, Two River Times and Star Ledger and posted in the Main Lobby of the Municipal Building and on the municipal website.

OPMA authorizes municipalities to conduct public meetings through use of streaming services and other online meeting platforms. The Red Bank Council is meeting in person as well as providing an option for the public to participate in via ZOOM video meetings. Please note that the option to attend is being provided as a courtesy, therefore, if Zoom becomes unavailable during the meeting and it cannot quickly be fixed, Council will continue with the remainder of the meeting. For those joining us via Zoom, please raise your hand during designated times to be recognized for a comment. Whether you are appearing in person or via Zoom, you must provide your name to be recognized. [Click here](#) for ZOOM link

PLEDGE OF ALLEGIANCE

I. ROLL CALL

☐ BONATAKIS ☐ CASSIDY ☐ FACEY-BLACKWOOD ☐ FOREST ☐ JANNONE ☐ TRIGGIANO ☐ PORTMAN

II. PROCLAMATIONS, ANNOUNCEMENTS, APPOINTMENTS

- a) Proclamation: Edith Blake 107th Birthday
- b) Proclamation: Women's History Month
- c) Environmental Commission (Green Team) Appointment(s):
Daniel Harris – as member, effective immediately, term to expire 12/31/2025

III. PRESENTATIONS –

IV. PUBLIC COMMENTS ON AGENDA ITEMS ONLY

V. APPROVAL OF MINUTES AND REPORTS

- a) 02/27/2025

VI. ORDINANCES

VII. RESOLUTIONS

- a) **25-56** RESOLUTION FOR PAYMENT OF BILLS
- b) **25-57** A RESOLUTION REQUESTING PERMISSION FOR THE DEDICATION BY RIDER FOR DONATIONS-ACCEPTANCE OF BEQUESTS AND GIFTS REQUIRED BY BOROUGH OF RED BANK
- c) **25-58** RESOLUTION FOR INCREASING YEAR 2025 CURRENT, WATER/SEWER AND PARKING FUNDS TEMPORARY BUDGET APPROPRIATIONS
- d) **25-59** GRANT AGREEMENT BETWEEN NJDEP AND BOROUGH OF RED BANK FOR 6 CLASS 8 NON-PASSENGER VEHICLES: 1 READ LOADER, 4 HOOK LIFT, AND 1 ROLL OFF

NOTE: This may not be the order of business. There may be additions or deletions.

- e) **25-60** RESOLUTION APPOINTING MEMBERS TO THE RED BANK VOLUNTEER FIRE DEPARTMENT (DIANE AGUILAR AND WALTER MILNE)
- f) **25-61** RESOLUTION AUTHORIZING REFUND OF DEVELOPERS' ESCROW ACCOUNT BALANCE TOTALING \$4,560.57 (RED BANK INVESTMENTS)
- g) **25-62** RESOLUTION AUTHORIZING A COMPREHENSIVE PREVENTIVE MAINTENANCE PROGRAM WITH ATLANTIC DETROIT DIESEL-ALLISION FOR SERVICE AND INSPECTION OF GENERATOR SETS ON A SEMI-ANNUAL BASIS
- h) **25-63** RESOLUTION ACCEPTING THE PERFORMANCE GUARANTEE POSTED BY 176 RIVERSIDE LLC FOR THE DEVELOPMENT PROJECT LOCATED AT BLOCK 3, LOTS 2.01, 4.01, 6 & 9.01
- i) **25-64** RESOLUTION AWARDING A FAIR AND OPEN PROFESSIONAL SERVICES CONTRACT TO ARCHITECTURAL HERITAGE CONSULTANTS, LLC TO PREPARE HISTORIC DESIGN GUIDELINES AND ARCHITECTURAL SURVEY FOR THE BOROUGH OF RED BANK
- j) **25-65** RESOLUTION AUTHORIZING EXECUTION OF A DEVELOPER'S AGREEMENT: 121 MONMOUTH STREET, LLC (121 MONMOUTH STREET RED BANK, NJ- BLOCK 42, LOTS 7, 8, 9, 10 & 11.01)
- k) **25-67** RESOLUTION OF THE BOROUGH OF RED BANK, COUNTY OF MONMOUTH APPROVING THE FIRST AMENDMENT TO THE REDEVELOPMENT AGREEMENT BETWEEN THE BOROUGH OF RED BANK AND 176 RIVERSIDE LLC

VIII. DISCUSSION AND ACTION

IX. PUBLIC QUESTIONS COMMENTS

X. MAYOR & COUNCIL COMMENTS

XI. MANAGER'S REPORT

XII. EXECUTIVE SESSION RESOLUTION NO. #25-66

#7. Matters affecting pending or anticipated litigation to which the public body may be party, matters within the attorney client privilege (176 Riverside)

XIII. ADJOURNMENT

TIME _____

NOTE: This may not be the order of business. There may be additions or deletions.

UNAPPROVED DRAFT



MUNICIPAL COUNCIL ♦ REGULAR MEETING MINUTES

FEBRUARY 27, 2025 ♦ 6:30PM

SUNSHINE STATEMENT This meeting is being held in accordance with the Public Laws of 1975, Chapter 231 and adequate notice of this meeting has been provided by a notice sent to the Asbury Park Press, the Two River Times and the Star Ledger and posted in the Main Lobby of the Municipal Building and on the municipal website. (N.J.S.A. 10:4-6)

OPMA authorizes municipalities to conduct public meetings through use of streaming services and other online meeting platforms. The Red Bank Council is meeting in person as well as providing an option for the public to participate via ZOOM video meetings. Please note that the option to attend is being provided as a courtesy, therefore, if Zoom becomes unavailable during the meeting and it cannot quickly be fixed, Council will continue with the remainder of the meeting. For those joining us via Zoom, please raise your hand during designated times to be recognized for a comment. Whether you are appearing in person or via Zoom, you must provide your name to be recognized.

PLEDGE OF ALLEGIANCE

I. ROLL CALL:

Present: Councilmember Bonatakis, Councilmember Cassidy, Councilmember Facey-Blackwood, Councilmember Forest, Councilmember Jannone, Deputy Mayor Triggiano, and Mayor Portman

Others present: James Gant, Borough Manager; Gregory Cannon, Borough Attorney, and Mary Moss, Borough Clerk

Absent:

II. PROCLAMATIONS, ANNOUNCEMENTS, APPOINTMENTS

a) **Proclamation: Colorectal Cancer Awareness Month (for March)**

Mayor Portman read Proclamation into the record

b) **Animal Welfare Committee Appointment(s):**

Mayor Portman read into record the Animal Welfare Committee appointment:

- Jenna Reed – full member to replace Francis Calabrese’s unexpired term ending 12/31/2026

III. PRESENTATIONS- Red Bank Regional (RBR) High School (Spotlight)

The Superintendent (Dr. Louis Moore) and Board of Education President (Patrick Noble) was present at the regular meeting of Borough Council. Dr. Moore spotlighted and showcased some of the wonderful things happening at RBR. Honoring excellence and embracing a bright future for 2024-2025 school year (Winter Season). The school district values everyone at the school, they are building new pathways and partnerships with students and continuously strive to build a school culture that is welcoming and inclusive. Mr. Moore acknowledges and is grateful for having the support from the community, teachers, and Borough Council, as a result the school is thriving.

IV. PUBLIC COMMENTS ON AGENDA ITEMS ONLY

Councilmember Forest motioned to open the floor for public comment on agenda items only; Councilmember Jannone seconded the motion. A voice vote confirmed all in favor.

William Poku- 90 Bank St.: addresses his inquiry to Councilmembers regarding the need for formal engagement between the Borough of Red Bank and their Mount Laurel obligations, he also seeks Consent to Waiver of Service

& Voluntarily Appear in Court and Facilitation of a Public Forum on Affordable Housing & Community Preservation

Attorney Cannon addressed Mr. Poku and reiterated that the Borough will not waive their services and waste tax payers money, he has to follow the rules of the Court. He will not be able to publicly shame the Borough due to the frivolous lawsuits. The Borough can not discuss any litigations.

Councilmember Forest motioned to close the floor for public comment on agenda items only; Councilmember Jannone seconded the motion. A voice vote confirmed all in favor.

V. **APPROVAL OF MINUTES AND REPORTS**

- a) 2/13/2025 - Councilmember Cassidy motioned to approve the minutes; Councilmember Jannone seconded the motion. A voice vote confirmed all in favor.

VI. **ORDINANCES**

- a) Public Hearing and Final Adoption - 2025-04 ORDINANCE TO EXCEED THE CALENDAR YEAR 2025 MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK

Ordinance was introduced on February 13, 2025

Councilmember Facey-Blackwood motioned to open the public comment on this ordinance; Councilmember Bonatakis seconded the motion. A voice vote confirmed all in favor.

No comments presented.

Councilmember Bonatakis motioned to close the public comment on this ordinance; Councilmember Facey-Blackwood seconded the motion. A voice vote confirmed all in favor.

Councilmember Facey-Blackwood motioned to approve the ordinance for adoption; Councilmember Triggiano seconded the motion. A roll call vote confirmed all in favor.

- b) Public Hearing and Final Adoption: 2025-05 ORDINANCE AMENDING CHAPTER 505: "PROPERTY MAINTENANCE" OF THE BOROUGH'S REVISED GENERAL ORDINANCES TO INCLUDE NEW ARTICLE III: "PRIVATE STORM DRAIN INLET RETROFITTING" TO REQUIRE RETROFITTING OF EXISTING STORM DRAIN INLETS ON PRIVATE PROPERTY DURING REPAVING/RESURFACING PROJECTS IN ACCORDANCE WITH STATE-MANDATED NJDEP STORMWATER REGULATIONS

Ordinance was introduced on February 13, 2025

Councilmember Facey-Blackwood motioned to open the public comment on this ordinance; Councilmember Bonatakis seconded the motion. A voice vote confirmed all in favor.

No comments presented.

Councilmember Bonatakis motioned to close the public comment on this ordinance; Councilmember Forest seconded the motion. A voice vote confirmed all in favor.

Councilmember Facey-Blackwood motioned to approve the ordinance for adoption; Councilmember Forest seconded the motion. A roll call vote confirmed all in favor.

VII. **RESOLUTIONS**

Councilmember Jannone motioned to approve resolutions 25-47 through 25-54 under Consent Agenda; Councilmember Facey-Blackwood seconded the motion. A roll call vote confirmed all in favor.

- a) **25-47 APPROVAL BILL LIST**

- b) **25-48** RESOLUTION AUTHORIZING REFUND OF DEVELOPERS' ESCROW ACCOUNT BALANCE TOTALING \$3,343.02
- c) **25-49** RESOLUTION DESIGNATING THE PROPERTIES KNOWN AS BLOCK 41, LOT 2; BLOCK 63, LOT 5; BLOCK 75, LOTS 104, 104.01, 172, & 178, ON THE TAX MAP OF THE TAX MAP OF THE BOROUGH OF RED BANK AS A NON-CONDEMNATION AREA IN NEED OF REDEVELOPMENT AND REQUESTING THAT THE PLANNING BOARD DEVELOP A REDEVELOPMENT PLAN
- d) **25-50** RESOLUTION ACCEPTING THE PERFORMANCE GUARANTEE POSTED BY 160 SHREWSBURY REALTY LLC FOR THE DEVELOPMENT PROJECT LOCATED AT BLOCK 67, LOT 19
- e) **25-51** RESOLUTION AUTHORIZE PAYMENT CERTIFICATE #4 FOR LEAD SERVICE LINE TEST PIT AND SERVICE REPLACEMENT – PHASE 2 (MONTANA CONSTRUCTION)
- f) **25-52** RESOLUTION AUTHORIZE PAYMENT ESTIMATE #5 FOR MUNICIPAL PARKING LOTS IMPROVEMENTS (PRECISE CONSTRUCTION)
- g) **25-53** RESOLUTION TO SUPPORT PUBLISHING LEGAL NOTICES ON OFFICIAL GOVERNMENT WEBSITES
- h) **25-54** RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 RELATED TO THE CONTRACT WITH MONTANA CONSTRUCTION, INC. FOR TEST PIT PROGRAM AND LEAD SERVICE LINE REPLACEMENT PHASE 2 (WATER LINE REPLACEMENT PROJECT PHASE 2)

VIII.

DISCUSSION AND ACTION- NONE

IX.

PUBLIC QUESTIONS & COMMENTS

Councilmember Forest motioned to open the floor for public questions & comments; Councilmember Jannone seconded the motion. A voice vote confirmed all in favor.

1. Jimmy Dark, W. Sunset Avenue: addresses the concerns with the constant increase in taxes.

Mr. Gant and Deputy Mayor Triggiano addressed Mr. Dark, informed him that there are no quick answers or solutions, there are just many variables that are factored. One must factor in the cost of living with regards to health care, goods and services, the day-to-day expensive, roads, etc. A very small portion of what the Borough Council has control over is a very minimal amount. In short, ratables help a municipality, they provide tax income for local government to keep taxes down for their residents.

2. Freddy, Red Bank resident: addressed Council and mentioned various areas within town that are tax exempt. He addressed the concerns on Shrewsbury Avenue, there needs to be crosswalk (Oakland St. /Shrewsbury Avenue going towards Defforest Avenue).

Mr. Grant stated that he is awaiting the State and the funding.

Deputy Mayor Triggiano stated that by the end of the year, there will be blinking light in front of the Senior Center.

Councilmember Forest motioned to close the floor to public comment; Councilmember Triggiano seconded the motion. A voice vote confirmed all in favor.

X.

MAYOR & COUNCIL COMMENTS

- Councilmember Bonatakis – Historic Preservation Commission update: design guidelines with the objective criteria are now available to homeowners. Architectural Heritage Consultants were chosen as the professional to provide these design guidelines. Project in part is funded by the Heritage grant from the State. This will help move forward the mission.
- Councilmember Cassidy – no reports.

- Councilmember Facey-Blackwood – Shade Tree Commission was happy to speak with the engineers with regards to Marine Park to have a better understanding of types of foliage/brushes/trees, etc that will be placed there. Very much looking forward to the outcome of the project and using the ‘zip-line’
- Councilmember Forest – met with all the Board of Education this month and will attend those meetings in the coming month. He acknowledges and appreciates the peoples reaching out a addressing their concerns regarding increase taxes and redevelopment (especially around the train station) but is hopeful and will make sure that this town remains for everyone. In other news, upcoming events/clinics, etc: baseball clinic, Spring Egg Hunt, Spring Break sports camps, go to the Borough website for all dates, times, and additional information.
- Councilmember Jannone –Animal Welfare has received a mini grant; welcomed new member Jenna Reed to the Committee. She was happy to attend African American reading with Councilmember Facey-Blackwood at the Library this past weekend. There are English classes being held currently at the library but look at their website to take a look.
- Deputy Mayor Triggiano – Fire department dinner was lovely , happy to attend with everyone their and congratulated all the honorees. Red Bank hosted the Mexican Consulate over the past weekend,
- Mayor Portman: reported that the Mayor Wellness Committee received a thousand dollar grant. Fire Department dinner and the Winter Gala at Count Baise are very nice events that he was able to participate in. He is excited to share Ms. Edith Blake’s 107th birthday celebration at the Senior Center on Friday, 2/28/25. Excited to participate in the Charter school when they hold their read across America week.

XI. MANAGERS REPORT – Manager Gant reported on the following:

- Borough website set to launch next Tuesday. They will continue to make improvements as feedback are being gathered, etc.
- New Hires: awaiting word on the part time confidential aid for Administration, DPW labors to fill vacancy, posted part time clerical entry position in the Tax Assessor’s office, temp-hire in Planning and Zoning has started this week and reposted repost water/sewer position; Class I SLEO has started in parking, looking to hire a full time in house position for an elecrtian to save the Borough some additional costs.
- Marine Park Phase II in the works to deconstruct the parking lot, pending professionals on a definitive date
- Final stages of the CAFRA- Waterfront development in the works, more updates to follow
- Jake’s Law submission are being wrapped up
- Budgets are wrapping up and will meet with the Budget committee in the upcoming weeks
- 2025 Road Program advertised today , bid opening on 3/25/25 at 11 am
- Monmouth Street pedestrian improvements, will have pre-construction meeting for next week

XII. EXECUTIVE SESSION - Resolution # 25-55

It was noted there was a need to enter executive session to discuss:

Item(s): **# 5**

5) Matters involving acquisition of real property with public funds, or investment of public funds, where disclosure would jeopardize such acquisition or investment. (Count Basie fields)

Councilmember Forest motioned to enter into executive session after a 5-minute recess; Councilmember Facey-Blackwood seconded the motion.

Atty. Cannon stated that no action would be taken, and the session is anticipated to take approximately ten (10) minutes.

There being no further business, Deputy Mayor Triggiano offered a motion to adjourn the executive session, seconded by Councilmember Jannone. A voice vote confirmed all in favor.

XIII. **ADJOURNMENT: 7:50 p.m.**

There being no further business, Deputy Mayor Triggiano offered a motion to adjourn, seconded by Councilmember Jannone. A voice vote confirmed all in favor.

Respectfully submitted,

Mary Moss, RMC
Borough Clerk

**BOROUGH OF RED BANK
COUNTY OF MONMOUTH**

RESOLUTION NO. 25-56

RESOLUTION FOR PAYMENT OF BILLS

BE IT RESOLVED by the Mayor and Council of the Borough of Red Bank that the bills be paid as on attached check registers:

March 13, 2025 Bill List - Borough of Red Bank							
	Check Type	Count	Total		Checking Account	Count	Total
	Manual Check	33	\$3,457,881.73		CAPITAL ACCOUNT	2	\$5,381.78
	Meeting Check	81	\$155,174.97		COAH DEV FEES	1	\$3,720.00
	Total	114	\$3,613,056.70		CURRENT -VALLEY	67	\$562,597.78
					DEVESCROW2RIVER	5	\$11,660.16
					DOG LICENSE AC	1	\$43.80
					GRANT FUND-VNB	5	\$16,341.88
Checking Account	Check Type	Count	Total		GREEN ACRES TR	1	\$469.50
CAPITAL ACCOUNT	Meeting Check	2	\$5,381.78		MCIA LEASE	1	\$3,250.17
COAH DEV FEES	Meeting Check	1	\$3,720.00		PARKNG OPER VAL	7	\$18,843.94
CURRENT -VALLEY	Manual Check	12	\$465,623.52		PAYROLL	2	\$2,738.90
CURRENT -VALLEY	Meeting Check	55	\$96,974.26		RCA	1	\$372.19
DEVESCROW2RIVER	Meeting Check	5	\$11,660.16		RECREATION-VNB	1	\$81.24
DOG LICENSE AC	Meeting Check	1	\$43.80		TRUST ACCOUNT	2	\$38,483.83
GRANT FUND-VNB	Manual Check	3	\$13,631.17		WATER CAPITAL	1	\$1,253.00
GRANT FUND-VNB	Meeting Check	2	\$2,710.71		WATER OPERATING	12	\$70,445.65
GREEN ACRES TR	Meeting Check	1	\$469.50		WIRE	5	\$2,877,372.88
MCIA LEASE	Meeting Check	1	\$3,250.17		Total	114	\$3,613,056.70
PARKNG OPER VAL	Manual Check	3	\$17,651.44				
PARKNG OPER VAL	Meeting Check	4	\$1,192.50				
PAYROLL	Manual Check	2	\$2,738.90				
RCA	Manual Check	1	\$372.19				
RECREATION-VNB	Meeting Check	1	\$81.24				
TRUST ACCOUNT	Manual Check	1	\$38,451.21				
TRUST ACCOUNT	Meeting Check	1	\$32.62				
WATER CAPITAL	Meeting Check	1	\$1,253.00				
WATER OPERATING	Manual Check	6	\$42,040.42				
WATER OPERATING	Meeting Check	6	\$28,405.23				
WIRE	Manual Check	5	\$2,877,372.88				
Total	All Checking	114	\$3,613,056.70				

March 13, 2025 Bill List - Borough of Red Bank

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WATER OPERATING	Manual Check	6	\$42,040.42
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WATER OPERATING	12	\$70,445.65
WIRE	5	\$2,877,372.88
Total	114	\$3,613,056.70

March 13, 2025 Bill List - Borough of Red Bank

PO #	Vendor Id	Vendor Name	Purchase Order Description	PO Item #	PO Item Description	PO Item \$	Check Type	Checking Account	Check		
									Number	Check Date	Amount
24-00395	C0321	CME ASSOCIATES	MARINE PK.PARKING LOT IMPROVE	22	MARINE PK.LOT IMPROVE 2/25	\$469.50	Meeting Check	GREEN ACRES TR	1211	03/13/2025	\$469.50
24-00948	A0371	ACTION UNIFORM CO., LLC.	Uniforms - Shea	1	Uniforms - Shea	\$42.00	Meeting Check	CURRENT -VALLEY	21998	03/13/2025	\$42.00
24-01945	C0321	CME ASSOCIATES	PROF SVCS MARINE PK-ORD 24-29	15	PROF SVCS MARINE PK-0371252	\$2,852.50	Meeting Check	CAPITAL ACCOUNT	2657	03/13/2025	\$2,942.00
24-02050	C0321	CME ASSOCIATES	ENG SVCS-2024 ROAD PRGM	19	ALLEN PL/ALSTON CT/HUBBARD PK	\$1,253.00	Meeting Check	WATER CAPITAL	2179	03/13/2025	\$1,253.00
24-02075	C0321	CME ASSOCIATES	MONMOUTH ST PEDES IMP-24-187	8	MONMOUTH ST PEDES IMP 0371254	\$89.50	Meeting Check	CAPITAL ACCOUNT	2657	03/13/2025	\$2,942.00
24-02631	B0121	BOROUGH OF EATONTOWN	Central Monmouth Active	1	Central Monmouth Active	\$1,000.00	Meeting Check	CURRENT -VALLEY	21995	03/13/2025	\$1,000.00
24-02708	M0044	MON CTY POLICE CHIEFS ASSN.	New Member Fee	1	New Member Fee	\$150.00	Meeting Check	CURRENT -VALLEY	21968	03/13/2025	\$300.00
24-02708	M0044	MON CTY POLICE CHIEFS ASSN.	New Member Fee	2	2024 Dues Active Memeber	\$150.00	Meeting Check	CURRENT -VALLEY	21968	03/13/2025	\$300.00
24-02950	A0140	ALL HANDS FIRE EQUIPMENT	TURN-OUT GEAR-BOOTS	1	TURN-OUT GEAR-BOOTS	\$3,250.17	Meeting Check	MCIA LEASE	971	03/13/2025	\$3,250.17
25-00005	R0013	RED BANK BOARD OF EDUCATION	SCHOOL TAXES 2025/JAN-JUNE	4	SCHOOL TAXES 2025/MARCH	\$1,652,080.00	Manual Check	WIRE	888320	03/03/2025	\$1,652,080.00
25-00006	R0012	RED BANK REGIONAL BOE	TAX LEVY 2025/JAN-JUNE	4	TAX LEVY 2025/MARCH	\$1,148,549.75	Manual Check	WIRE	888321	03/03/2025	\$1,148,549.75
25-00063	P0194	PRIMEPOINT LLC	PAYROLL PROCESSING-JAN/FEB 25	9	PAYROLL PROCESSING-FEB 25	\$1,888.27	Meeting Check	CURRENT -VALLEY	21978	03/13/2025	\$1,918.27
25-00063	P0194	PRIMEPOINT LLC	PAYROLL PROCESSING-JAN/FEB 25	10	PAYROLL PROCESSING-FEB 25	\$603.65	Meeting Check	WATER OPERATING	13483	03/13/2025	\$603.65
25-00063	P0194	PRIMEPOINT LLC	PAYROLL PROCESSING-JAN/FEB 25	11	PAYROLL PROCESSING-FEB 25	\$174.38	Meeting Check	PARKNG OPER VAL	3219	03/13/2025	\$174.38
25-00063	P0194	PRIMEPOINT LLC	PAYROLL PROCESSING-JAN/FEB 25	12	POSTER COMPLIANCE-FEB 25	\$30.00	Meeting Check	CURRENT -VALLEY	21978	03/13/2025	\$1,918.27
25-00086	P0146	PITNEY BOWES GLOBAL (981022)	POSTAGE MACHINE LEASE-1Q 2025	1	POSTAGE MACHINE LEASE-1Q 2025	\$872.07	Meeting Check	CURRENT -VALLEY	21976	03/13/2025	\$872.07
25-00086	P0146	PITNEY BOWES GLOBAL (981022)	POSTAGE MACHINE LEASE-1Q 2025	2	POSTAGE MACHINE LEASE-1Q 2025	\$278.78	Meeting Check	WATER OPERATING	13482	03/13/2025	\$278.78
25-00086	P0146	PITNEY BOWES GLOBAL (981022)	POSTAGE MACHINE LEASE-1Q 2025	3	POSTAGE MACHINE LEASE-1Q 2025	\$80.53	Meeting Check	PARKNG OPER VAL	3218	03/13/2025	\$80.53
25-00089	M0040	MONMOUTH BUILDING CENTER INC.	Open for Parking Utility	2	Open for Supplies 2/24	\$123.59	Meeting Check	PARKNG OPER VAL	3217	03/13/2025	\$123.59
25-00090	E0060	EASTERN ARMORED SERVICES INC.		4	Monthly Services MARCH	\$814.00	Meeting Check	PARKNG OPER VAL	3216	03/13/2025	\$814.00
25-00100	W0021	MARK WOSZCZAK MECHANICAL CONT.	Wharf Ave/Marine Park term wtr	1	Wharf Ave/Marine Park Term Wtr	\$4,582.72	Meeting Check	WATER OPERATING	13485	03/13/2025	\$20,944.67
25-00104	J0020	JERSEY ELEVATOR, LLC.	90 MONMOUTH-ELEV SVC	4	90 MONMOUTH-ELEV SVC MARCH	\$263.93	Meeting Check	CURRENT -VALLEY	21964	03/13/2025	\$263.93
25-00108	R0280	MEAGAN P RULAND	HIP HOP DANCE CLASS	1	HIP HOP DANCE CLASS	\$450.00	Meeting Check	CURRENT -VALLEY	21982	03/13/2025	\$450.00
25-00112	W0083	VERIZON CONNECT FLEET USA LLC.	GPS FOR DPW VEHICLES	3	GPS FOR DPW VEHICLES/FEB	\$525.55	Meeting Check	CURRENT -VALLEY	21994	03/13/2025	\$525.55
25-00147	M0040	MONMOUTH BUILDING CENTER INC.	open for B&G supplies	11	open for B&G supplies 2/21	\$16.99	Meeting Check	CURRENT -VALLEY	21967	03/13/2025	\$43.85
25-00147	M0040	MONMOUTH BUILDING CENTER INC.	open for B&G supplies	12	open for B&G supplies 2/24	\$8.48	Meeting Check	CURRENT -VALLEY	21967	03/13/2025	\$43.85
25-00147	M0040	MONMOUTH BUILDING CENTER INC.	open for B&G supplies	13	open for B&G supplies 2/25	\$10.59	Meeting Check	CURRENT -VALLEY	21967	03/13/2025	\$43.85
25-00147	M0040	MONMOUTH BUILDING CENTER INC.	open for B&G supplies	14	open for B&G supplies 2/26	\$7.79	Meeting Check	CURRENT -VALLEY	21967	03/13/2025	\$43.85
25-00183	M0060	M.O.C.I.B	2025 M.O.C.I.B. Dues	1	2025 M.O.C.I.B. Dues	\$75.00	Meeting Check	CURRENT -VALLEY	21969	03/13/2025	\$75.00
25-00211	X0004	XFINITY	Internet Service for Senior Ct	3	Service through 2/9-3/8	\$26.66	Manual Check	GRANT FUND-VNB	2366	02/28/2025	\$26.66
25-00212	F0025	FOODTOWN RB	Supplies needed at Senior Cent	5	SUPPLIES SEN CTR 2/27	\$41.73	Meeting Check	GRANT FUND-VNB	2368	03/13/2025	\$41.73
25-00240	J0160	J SWANTON FUEL OIL CO., INC.	Borough Fleet Fuel	15	Borough Fleet Fuel FEB 14	\$1,792.83	Meeting Check	CURRENT -VALLEY	21965	03/13/2025	\$7,641.33
25-00240	J0160	J SWANTON FUEL OIL CO., INC.	Borough Fleet Fuel	16	Borough Fleet Fuel FEB 15	\$1,820.58	Meeting Check	CURRENT -VALLEY	21965	03/13/2025	\$7,641.33
25-00240	J0160	J SWANTON FUEL OIL CO., INC.	Borough Fleet Fuel	17	Borough Fleet Fuel FEB 22	\$1,831.58	Meeting Check	CURRENT -VALLEY	21965	03/13/2025	\$7,641.33
25-00240	J0160	J SWANTON FUEL OIL CO., INC.	Borough Fleet Fuel	18	Borough Fleet Fuel FEB 26	\$2,196.34	Meeting Check	CURRENT -VALLEY	21965	03/13/2025	\$7,641.33
25-00257	D0331	DELISA DEMOLITION INC	HHW Tipping Fees	5	HHW Tipping Fees FEB 28	\$16,566.90	Meeting Check	CURRENT -VALLEY	21953	03/13/2025	\$17,134.26
25-00258	V0098	VERSALIFT EAST LLC.	yearly safety inspec #11 & #32	1	yearly safety inspec #11	\$345.00	Meeting Check	CURRENT -VALLEY	21989	03/13/2025	\$1,315.00
25-00258	V0098	VERSALIFT EAST LLC.	yearly safety inspec #11 & #32	2	Dielectric Test	\$255.00	Meeting Check	CURRENT -VALLEY	21989	03/13/2025	\$1,315.00
25-00258	V0098	VERSALIFT EAST LLC.	yearly safety inspec #11 & #32	3	Liner Test	\$70.00	Meeting Check	CURRENT -VALLEY	21989	03/13/2025	\$1,315.00
25-00258	V0098	VERSALIFT EAST LLC.	yearly safety inspec #11 & #32	4	Ansi inspection #32	\$345.00	Meeting Check	CURRENT -VALLEY	21989	03/13/2025	\$1,315.00
25-00258	V0098	VERSALIFT EAST LLC.	yearly safety inspec #11 & #32	5	Travel	\$300.00	Meeting Check	CURRENT -VALLEY	21989	03/13/2025	\$1,315.00
25-00263	A0409	JON ANDRUS	BASEBALL CLINIC COACH	1	BASEBALL CLINIC COACH	\$600.00	Meeting Check	CURRENT -VALLEY	21949	03/13/2025	\$600.00
25-00291	TRIST005	TRI-STEEL CORPORATION	Poles for cameras	1	Poles for cameras	\$792.00	Meeting Check	CURRENT -VALLEY	21987	03/13/2025	\$792.00
25-00304	D0331	DELISA DEMOLITION INC	Recycling Tax HHW	5	Recycling Tax HHW FEB 28	\$567.36	Meeting Check	CURRENT -VALLEY	21953	03/13/2025	\$17,134.26
25-00335	M0024	MGL PRINTING SOLUTIONS LLC	MC26 BINDERS FOR CLERK	1	MC26 BINDERS FOR CLERK	\$178.00	Meeting Check	CURRENT -VALLEY	21966	03/13/2025	\$199.00
25-00335	M0024	MGL PRINTING SOLUTIONS LLC	MC26 BINDERS FOR CLERK	2	SHIPPING	\$21.00	Meeting Check	CURRENT -VALLEY	21966	03/13/2025	\$199.00
25-00337	A0028	AMERICAN WEAR INDUST.UNIFORM	leasing uniforms Feb 4 weeks	13	Leasing Uniforms FEB 25	\$199.03	Meeting Check	CURRENT -VALLEY	21946	03/13/2025	\$563.38
25-00337	A0028	AMERICAN WEAR INDUST.UNIFORM	leasing uniforms Feb 4 weeks	14	Leasing Uniforms FEB 25	\$82.66	Meeting Check	CURRENT -VALLEY	21946	03/13/2025	\$563.38
25-00337	A0028	AMERICAN WEAR INDUST.UNIFORM	leasing uniforms Feb 4 weeks	15	Leasing Uniforms FEB 25	\$115.94	Meeting Check	WATER OPERATING	13480	03/13/2025	\$231.88
25-00342	I0058	INSTITUTE FOR FORENSIC PSYCH	Psychological Evaluation	1	Psychological Evaluation	\$850.00	Meeting Check	CURRENT -VALLEY	21999	03/13/2025	\$850.00
25-00363	P0181	POWER PLACE INC	Alt green battery blower equip	1	Alt green battery blower equip	\$3,741.36	Meeting Check	CURRENT -VALLEY	21977	03/13/2025	\$3,741.36
25-00367	S0027	SEABOARD WELDING SUPPLY INC	Garage Rental Tank & supplies	3	Garage Rental/Tank supp 2/28	\$83.75	Meeting Check	CURRENT -VALLEY	21984	03/13/2025	\$83.75
25-00382	N0168	NJ-IAAI		1	Conference fee	\$903.00	Meeting Check	CURRENT -VALLEY	21973	03/13/2025	\$1,326.00

March 13, 2025 Bill List - Borough of Red Bank

PO #	Vendor Id	Vendor Name	Purchase Order Description	PO Item #	PO Item Description	PO Item \$	Check Type	Checking Account	Check		
									Number	Check Date	Amount
25-00382	N0168	NJ-IAAI		2	Membership 2025	\$423.00	Meeting Check	CURRENT-VALLEY	21973	03/13/2025	\$1,326.00
25-00388	J0012	JERSEY STATE CONTROLS INC	i2851 Controllers	1	i2851 Controllers	\$3,318.00	Meeting Check	CURRENT-VALLEY	21963	03/13/2025	\$3,318.00
25-00390	G0162	GLOBAL INDUSTRIAL INC	Janitor Cart #800308	1	Janitor Cart #800308	\$247.94	Meeting Check	CURRENT-VALLEY	21960	03/13/2025	\$247.94
25-00444	S0365	SUPREME CONDITIONING SYSTEM IN	Preventive Maint Agreement	4	90 MONMOUTH-INSTALL 1	\$2,846.00	Meeting Check	CURRENT-VALLEY	21985	03/13/2025	\$5,368.50
25-00444	S0365	SUPREME CONDITIONING SYSTEM IN	Preventive Maint Agreement	5	LIBRARY-INSTALL 1	\$937.50	Meeting Check	CURRENT-VALLEY	21985	03/13/2025	\$5,368.50
25-00444	S0365	SUPREME CONDITIONING SYSTEM IN	Preventive Maint Agreement	6	DPW-INSTALL 1	\$550.00	Meeting Check	CURRENT-VALLEY	21985	03/13/2025	\$5,368.50
25-00447	A0253A	AMAZON CAPITAL SERVICES	loader 40 camera system	1	loader 40 camera system	\$98.99	Meeting Check	CURRENT-VALLEY	21948	03/13/2025	\$1,181.74
25-00453	P0037	POWERHOUSE SIGN WORKS	DOUBLE SIDED SIGNS	1	DOUBLE SIDED SIGNS	\$100.00	Meeting Check	CURRENT-VALLEY	21975	03/13/2025	\$100.00
25-00454	W0021	MARK WOSZCZAK MECHANICAL CONT.	85 Riverside Ave emerg repair	1	85 Riverside Ave-emerg repair	\$16,361.95	Meeting Check	WATER OPERATING	13485	03/13/2025	\$20,944.67
25-00468	A0253A	AMAZON CAPITAL SERVICES	supplies for DPU office	1	supplies for DPU office	\$7.99	Meeting Check	CURRENT-VALLEY	21948	03/13/2025	\$1,181.74
25-00468	A0253A	AMAZON CAPITAL SERVICES	supplies for DPU office	2	Page Protectors 8.5 x 11 in	\$8.99	Meeting Check	CURRENT-VALLEY	21948	03/13/2025	\$1,181.74
25-00468	A0253A	AMAZON CAPITAL SERVICES	supplies for DPU office	3	Brother P-Touch Label Tape	\$51.58	Meeting Check	CURRENT-VALLEY	21948	03/13/2025	\$1,181.74
25-00468	A0253A	AMAZON CAPITAL SERVICES	supplies for DPU office	4	Oxvac Cordless Vacuum Cleaner	\$129.99	Meeting Check	CURRENT-VALLEY	21948	03/13/2025	\$1,181.74
25-00468	A0253A	AMAZON CAPITAL SERVICES	supplies for DPU office	5	Bona Hardwood Floor Polish	\$18.97	Meeting Check	CURRENT-VALLEY	21948	03/13/2025	\$1,181.74
25-00469	I0094	IMMEDIATE CARE WALK-IN MANAGE	Pre Employ Physicals Library	1	Pre Employ Physicals Library	\$60.00	Meeting Check	CURRENT-VALLEY	21962	03/13/2025	\$310.00
25-00469	I0094	IMMEDIATE CARE WALK-IN MANAGE	Pre Employ Physicals Library	2	Pre Employ Physicals Library	\$250.00	Meeting Check	CURRENT-VALLEY	21962	03/13/2025	\$310.00
25-00472	B0251	BLAZE EMERGENCY EQUIPT, LLC	HELMETS FOR FIRE DEPT	1	HELMETS FOR FIRE DEPT-RED	\$444.83	Meeting Check	GRANT FUND-VNB	2367	03/13/2025	\$2,668.98
25-00472	B0251	BLAZE EMERGENCY EQUIPT, LLC	HELMETS FOR FIRE DEPT	2	HELMETS FOR FIRE DEPT-WHITE	\$444.83	Meeting Check	GRANT FUND-VNB	2367	03/13/2025	\$2,668.98
25-00472	B0251	BLAZE EMERGENCY EQUIPT, LLC	HELMETS FOR FIRE DEPT	3	HELMETS FOR FIRE DEPT-BLACK	\$1,779.32	Meeting Check	GRANT FUND-VNB	2367	03/13/2025	\$2,668.98
25-00476	W0075	W.B.MASON CO INC	Office Supplies - Records	1	Office Supplies - Records	\$6.78	Meeting Check	CURRENT-VALLEY	21991	03/13/2025	\$513.64
25-00476	W0075	W.B.MASON CO INC	Office Supplies - Records	2	Custom Self-Inking Stamp	\$61.98	Meeting Check	CURRENT-VALLEY	21991	03/13/2025	\$513.64
25-00476	W0075	W.B.MASON CO INC	Office Supplies - Records	3	Laminating Pouches 4x6	\$13.05	Meeting Check	CURRENT-VALLEY	21991	03/13/2025	\$513.64
25-00476	W0075	W.B.MASON CO INC	Office Supplies - Records	4	Laminating Pouches	\$49.99	Meeting Check	CURRENT-VALLEY	21991	03/13/2025	\$513.64
25-00476	W0075	W.B.MASON CO INC	Office Supplies - Records	5	Highlighters	\$9.99	Meeting Check	CURRENT-VALLEY	21991	03/13/2025	\$513.64
25-00476	W0075	W.B.MASON CO INC	Office Supplies - Records	6	White Out	\$17.08	Meeting Check	CURRENT-VALLEY	21991	03/13/2025	\$513.64
25-00476	W0075	W.B.MASON CO INC	Office Supplies - Records	7	Cardstock	\$83.16	Meeting Check	CURRENT-VALLEY	21991	03/13/2025	\$513.64
25-00477	W0075	W.B.MASON CO INC	Office Supplies - Detectives	1	Office Supplies - Detectives	\$82.36	Meeting Check	CURRENT-VALLEY	21991	03/13/2025	\$513.64
25-00477	W0075	W.B.MASON CO INC	Office Supplies - Detectives	2	Legal Pads	\$37.98	Meeting Check	CURRENT-VALLEY	21991	03/13/2025	\$513.64
25-00477	W0075	W.B.MASON CO INC	Office Supplies - Detectives	3	Post-It Notes	\$15.29	Meeting Check	CURRENT-VALLEY	21991	03/13/2025	\$513.64
25-00478	S0009	SHREWSBURY AUTO PARTS INC	battery for sand pro	1	battery for sand pro	\$44.23	Meeting Check	CURRENT-VALLEY	21983	03/13/2025	\$86.72
25-00479	A0253A	AMAZON CAPITAL SERVICES	Janitorial Cleaning Cart	1	Janitorial Cleaning Cart	\$352.44	Meeting Check	CURRENT-VALLEY	21948	03/13/2025	\$1,181.74
25-00491	E0012	ELECTRO MAINTENANCE INC	emergency electrical repairs	1	emergency electrical repairs	\$6,160.00	Meeting Check	WATER OPERATING	13481	03/13/2025	\$6,160.00
25-00491	E0012	ELECTRO MAINTENANCE INC	emergency electrical repairs	2	electrical repairs 90 Monmouth	\$1,870.00	Meeting Check	CURRENT-VALLEY	21954	03/13/2025	\$3,879.00
25-00491	E0012	ELECTRO MAINTENANCE INC	emergency electrical repairs	3	electrical repairs 90 Monmouth	\$2,009.00	Meeting Check	CURRENT-VALLEY	21954	03/13/2025	\$3,879.00
25-00496	F0195	JOSEPH FAZZIO-WALL LLC	new material bucket for bobcat	1	new material bucket for bobcat	\$699.00	Meeting Check	CURRENT-VALLEY	21955	03/13/2025	\$699.00
25-00498	P0250	PEIRCE-EAGLE EQUIPMENT CO.	parts for jet truck #14	1	parts for jet truck #14	\$70.00	Meeting Check	CURRENT-VALLEY	21980	03/13/2025	\$2,392.83
25-00498	P0250	PEIRCE-EAGLE EQUIPMENT CO.	parts for jet truck #14	2	Cobra 1"x2500PSI x 600' hose	\$2,160.00	Meeting Check	CURRENT-VALLEY	21980	03/13/2025	\$2,392.83
25-00498	P0250	PEIRCE-EAGLE EQUIPMENT CO.	parts for jet truck #14	3	1" x 10ft Leader Hose	\$113.49	Meeting Check	CURRENT-VALLEY	21980	03/13/2025	\$2,392.83
25-00498	P0250	PEIRCE-EAGLE EQUIPMENT CO.	parts for jet truck #14	4	Wrap Pro-Tec-To 1 inch -16	\$23.86	Meeting Check	CURRENT-VALLEY	21980	03/13/2025	\$2,392.83
25-00498	P0250	PEIRCE-EAGLE EQUIPMENT CO.	parts for jet truck #14	5	Heat Shrink- 2.00 Black	\$25.48	Meeting Check	CURRENT-VALLEY	21980	03/13/2025	\$2,392.83
25-00501	R0235	READY REFRESH BY NESTLE	Water Cooler Svcs	2	WATER COOLER JANUARY	\$95.94	Manual Check	CURRENT-VALLEY	21934	02/28/2025	\$95.94
25-00502	M0446	MAGIC TOUCH CONSTRUCTION CO.	library bathrooms backed up	1	library bathrooms backed up	\$909.58	Meeting Check	CURRENT-VALLEY	21972	03/13/2025	\$909.58
25-00503	S0365	SUPREME CONDITIONING SYSTEM IN	no heat town hall 90 Monmouth	1	no heat town hall 90 Monmouth	\$1,035.00	Meeting Check	CURRENT-VALLEY	21985	03/13/2025	\$5,368.50
25-00504	A0253A	AMAZON CAPITAL SERVICES	Brother Printer MFCL8610CDW	1	Brother Printer MFCL8610CDW	\$509.99	Meeting Check	CURRENT-VALLEY	21948	03/13/2025	\$1,181.74
25-00504	A0253A	AMAZON CAPITAL SERVICES	Brother Printer MFCL8610CDW	2	Toner Cartridge	\$55.00	Meeting Check	CURRENT-VALLEY	21948	03/13/2025	\$1,181.74
25-00504	A0253A	AMAZON CAPITAL SERVICES	Brother Printer MFCL8610CDW	3	Discount	-\$52.20	Meeting Check	CURRENT-VALLEY	21948	03/13/2025	\$1,181.74
25-00507	A0028	AMERICAN WEAR INDUST.UNIFORM	leasing uniforms March 4 weeks	4	leasing uniforms MARCH 4	\$199.03	Meeting Check	CURRENT-VALLEY	21946	03/13/2025	\$563.38
25-00507	A0028	AMERICAN WEAR INDUST.UNIFORM	leasing uniforms March 4 weeks	5	leasing uniforms MARCH 4	\$82.66	Meeting Check	CURRENT-VALLEY	21946	03/13/2025	\$563.38
25-00507	A0028	AMERICAN WEAR INDUST.UNIFORM	leasing uniforms March 4 weeks	6	leasing uniforms MARCH 4	\$115.94	Meeting Check	WATER OPERATING	13480	03/13/2025	\$231.88
25-00508	V0051	VERIZON COMM.	PD Internet 1/17/25-2/16/25	1	PD Internet 1/17/25-2/16/25	\$179.00	Manual Check	CURRENT-VALLEY	21940	02/28/2025	\$179.00
25-00509	G0001	GANN LAW BOOKS	2025 NJ Police Manual	1	2025 NJ Police Manual	\$476.00	Meeting Check	CURRENT-VALLEY	21958	03/13/2025	\$492.00
25-00509	G0001	GANN LAW BOOKS	2025 NJ Police Manual	2	Shipping	\$16.00	Meeting Check	CURRENT-VALLEY	21958	03/13/2025	\$492.00
25-00510	S0414	SERVICE TIRE TRUCK CENTER, INC	PD Tires	1	PD Tires	\$127.00	Meeting Check	CURRENT-VALLEY	21986	03/13/2025	\$127.00

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PO #	Vendor Id	Vendor Name	Purchase Order Description	PO Item #	PO Item Description	PO Item \$	Check Type	Checking Account	Check		
									Number	Check Date	Amount
25-00513	N0260	NJ NARCOTIC ENFORCEMENT OFFICE	Interview & Interrogations	1	Interview & Interrogations	\$30.00	Meeting Check	CURRENT -VALLEY	21974	03/13/2025	\$60.00
25-00513	N0260	NJ NARCOTIC ENFORCEMENT OFFICE	Interview & Interrogations	2	Interview & Interrogations	\$30.00	Meeting Check	CURRENT -VALLEY	21974	03/13/2025	\$60.00
25-00514	G0013	G & M TROPHY CO	PD Badges	1	PD Badges	\$190.00	Meeting Check	CURRENT -VALLEY	21959	03/13/2025	\$526.00
25-00514	G0013	G & M TROPHY CO	PD Badges	2	S 414 Breast Badges	\$170.00	Meeting Check	CURRENT -VALLEY	21959	03/13/2025	\$526.00
25-00514	G0013	G & M TROPHY CO	PD Badges	3	S103 Hat Badges	\$166.00	Meeting Check	CURRENT -VALLEY	21959	03/13/2025	\$526.00
25-00516	F0240	SARAH FITZGERALD	2025 BASEBALL REFUND	1	2025 BASEBALL REFUND	\$75.00	Meeting Check	CURRENT -VALLEY	21957	03/13/2025	\$75.00
25-00518	B0308	ROBERT BILLINGS JR.	2025 BASEBALL REFUND	1	2025 BASEBALL REFUND	\$75.00	Meeting Check	CURRENT -VALLEY	21951	03/13/2025	\$75.00
25-00520	W0004	WARSHAUER ELECTRIC	Batteries for 7 lift stations	1	Batteries for 7 lift stations	\$186.25	Meeting Check	WATER OPERATING	13484	03/13/2025	\$186.25
25-00523	U0032	UNITED PARCEL SERV STORE 3488	Police Shipping Fees	1	Police Shipping Fees	\$65.12	Meeting Check	CURRENT -VALLEY	21988	03/13/2025	\$65.12
25-00524	S0009	SHREWSBURY AUTO PARTS INC	Open for supplies	2	Open for supplies 2/25	\$9.03	Meeting Check	CURRENT -VALLEY	21983	03/13/2025	\$86.72
25-00524	S0009	SHREWSBURY AUTO PARTS INC	Open for supplies	3	Open for supplies 3/4	\$33.46	Meeting Check	CURRENT -VALLEY	21983	03/13/2025	\$86.72
25-00525	W0037	GEORGE WALL LINCOLN MERCURY IN	Auto Parts	1	FOW247703 1/3/25	\$95.04	Meeting Check	CURRENT -VALLEY	21990	03/13/2025	\$554.94
25-00525	W0037	GEORGE WALL LINCOLN MERCURY IN	Auto Parts	2	FOW248029 1/15/25	\$153.30	Meeting Check	CURRENT -VALLEY	21990	03/13/2025	\$554.94
25-00525	W0037	GEORGE WALL LINCOLN MERCURY IN	Auto Parts	3	FOW248049 1/15/25	\$306.60	Meeting Check	CURRENT -VALLEY	21990	03/13/2025	\$554.94
25-00527	U0050	US BANK	MCIA CLEP DEBT SVCS	1	2015 CAP EQUIPT LOAN (INT)	\$850.00	Manual Check	WIRE	888317	02/28/2025	\$70,550.38
25-00527	U0050	US BANK	MCIA CLEP DEBT SVCS	2	2015 CAP EQUIPT LOAN AVAIL BAL	-\$0.13	Manual Check	WIRE	888317	02/28/2025	\$70,550.38
25-00527	U0050	US BANK	MCIA CLEP DEBT SVCS	3	2017 CAP EQUIPT REV BOND (INT)	\$3,497.79	Manual Check	WIRE	888317	02/28/2025	\$70,550.38
25-00527	U0050	US BANK	MCIA CLEP DEBT SVCS	4	2017 CAP EQUIPT REV BOND (INT)	\$87.24	Manual Check	WIRE	888318	02/28/2025	\$6,127.78
25-00527	U0050	US BANK	MCIA CLEP DEBT SVCS	5	2017 CAP EQUIPT REV BOND (INT)	\$64.97	Manual Check	WIRE	888319	02/28/2025	\$64.97
25-00527	U0050	US BANK	MCIA CLEP DEBT SVCS	6	2017 CAP EQUIPT REV BOND AVAIL	-\$3.97	Manual Check	WIRE	888317	02/28/2025	\$70,550.38
25-00527	U0050	US BANK	MCIA CLEP DEBT SVCS	7	2019 POOLED REV BOND (INT)	\$16,350.00	Manual Check	WIRE	888317	02/28/2025	\$70,550.38
25-00527	U0050	US BANK	MCIA CLEP DEBT SVCS	8	2019 POOLED REV BOND AVAIL BAL	-\$1.78	Manual Check	WIRE	888317	02/28/2025	\$70,550.38
25-00527	U0050	US BANK	MCIA CLEP DEBT SVCS	9	2021 CAP EQUIPT REV BOND (INT)	\$16,138.46	Manual Check	WIRE	888317	02/28/2025	\$70,550.38
25-00527	U0050	US BANK	MCIA CLEP DEBT SVCS	10	2021 CAP EQUIPT REV BOND (INT)	\$2,116.54	Manual Check	WIRE	888318	02/28/2025	\$6,127.78
25-00527	U0050	US BANK	MCIA CLEP DEBT SVCS	11	2021 CAP EQUIPT REV BOND AVAIL	-\$8.60	Manual Check	WIRE	888317	02/28/2025	\$70,550.38
25-00527	U0050	US BANK	MCIA CLEP DEBT SVCS	12	2023 CAP EQUIPT REV BOND (INT)	\$38,001.00	Manual Check	WIRE	888317	02/28/2025	\$70,550.38
25-00527	U0050	US BANK	MCIA CLEP DEBT SVCS	13	2023 CAP EQUIPT REV BOND (INT)	\$3,924.00	Manual Check	WIRE	888318	02/28/2025	\$6,127.78
25-00527	U0050	US BANK	MCIA CLEP DEBT SVCS	14	2023 CAP EQUIPT REV BOND AVAIL	-\$4,272.39	Manual Check	WIRE	888317	02/28/2025	\$70,550.38
25-00529	B0019	BOROUGH OF RED BANK,PAYROLL AC	2/28/2025	1	2/28/2025	\$13,274.12	Manual Check	CURRENT -VALLEY	21933	02/28/2025	\$438,390.31
25-00529	B0019	BOROUGH OF RED BANK,PAYROLL AC	2/28/2025	2	2/28/2025	\$7,193.39	Manual Check	CURRENT -VALLEY	21933	02/28/2025	\$438,390.31
25-00529	B0019	BOROUGH OF RED BANK,PAYROLL AC	2/28/2025	3	2/28/2025	\$861.64	Manual Check	CURRENT -VALLEY	21933	02/28/2025	\$438,390.31
25-00529	B0019	BOROUGH OF RED BANK,PAYROLL AC	2/28/2025	4	2/28/2025	\$9,643.19	Manual Check	CURRENT -VALLEY	21933	02/28/2025	\$438,390.31
25-00529	B0019	BOROUGH OF RED BANK,PAYROLL AC	2/28/2025	5	2/28/2025	\$2,431.25	Manual Check	CURRENT -VALLEY	21933	02/28/2025	\$438,390.31
25-00529	B0019	BOROUGH OF RED BANK,PAYROLL AC	2/28/2025	6	2/28/2025	\$4,180.31	Manual Check	CURRENT -VALLEY	21933	02/28/2025	\$438,390.31
25-00529	B0019	BOROUGH OF RED BANK,PAYROLL AC	2/28/2025	7	2/28/2025	\$2,178.52	Manual Check	CURRENT -VALLEY	21933	02/28/2025	\$438,390.31
25-00529	B0019	BOROUGH OF RED BANK,PAYROLL AC	2/28/2025	8	2/28/2025	\$2,178.52	Manual Check	CURRENT -VALLEY	21933	02/28/2025	\$438,390.31
25-00529	B0019	BOROUGH OF RED BANK,PAYROLL AC	2/28/2025	9	2/28/2025	\$9,828.84	Manual Check	CURRENT -VALLEY	21933	02/28/2025	\$438,390.31
25-00529	B0019	BOROUGH OF RED BANK,PAYROLL AC	2/28/2025	10	2/28/2025	\$203.20	Manual Check	CURRENT -VALLEY	21933	02/28/2025	\$438,390.31
25-00529	B0019	BOROUGH OF RED BANK,PAYROLL AC	2/28/2025	11	2/28/2025	\$15,349.85	Manual Check	CURRENT -VALLEY	21933	02/28/2025	\$438,390.31
25-00529	B0019	BOROUGH OF RED BANK,PAYROLL AC	2/28/2025	12	2/28/2025	\$2,111.21	Manual Check	CURRENT -VALLEY	21933	02/28/2025	\$438,390.31
25-00529	B0019	BOROUGH OF RED BANK,PAYROLL AC	2/28/2025	13	2/28/2025	\$209,227.52	Manual Check	CURRENT -VALLEY	21933	02/28/2025	\$438,390.31
25-00529	B0019	BOROUGH OF RED BANK,PAYROLL AC	2/28/2025	14	2/28/2025	\$1,667.11	Manual Check	CURRENT -VALLEY	21933	02/28/2025	\$438,390.31
25-00529	B0019	BOROUGH OF RED BANK,PAYROLL AC	2/28/2025	15	2/28/2025	\$58.80	Manual Check	CURRENT -VALLEY	21933	02/28/2025	\$438,390.31
25-00529	B0019	BOROUGH OF RED BANK,PAYROLL AC	2/28/2025	16	2/28/2025	\$18,031.96	Manual Check	CURRENT -VALLEY	21933	02/28/2025	\$438,390.31
25-00529	B0019	BOROUGH OF RED BANK,PAYROLL AC	2/28/2025	17	2/28/2025	\$8,169.78	Manual Check	CURRENT -VALLEY	21933	02/28/2025	\$438,390.31
25-00529	B0019	BOROUGH OF RED BANK,PAYROLL AC	2/28/2025	18	2/28/2025	\$1,080.00	Manual Check	CURRENT -VALLEY	21933	02/28/2025	\$438,390.31
25-00529	B0019	BOROUGH OF RED BANK,PAYROLL AC	2/28/2025	19	2/28/2025	\$1,512.00	Manual Check	CURRENT -VALLEY	21933	02/28/2025	\$438,390.31
25-00529	B0019	BOROUGH OF RED BANK,PAYROLL AC	2/28/2025	20	2/28/2025	\$4,146.08	Manual Check	CURRENT -VALLEY	21933	02/28/2025	\$438,390.31
25-00529	B0019	BOROUGH OF RED BANK,PAYROLL AC	2/28/2025	21	2/28/2025	\$90.51	Manual Check	CURRENT -VALLEY	21933	02/28/2025	\$438,390.31
25-00529	B0019	BOROUGH OF RED BANK,PAYROLL AC	2/28/2025	22	2/28/2025	\$275.54	Manual Check	CURRENT -VALLEY	21933	02/28/2025	\$438,390.31
25-00529	B0019	BOROUGH OF RED BANK,PAYROLL AC	2/28/2025	23	2/28/2025	\$275.54	Manual Check	CURRENT -VALLEY	21933	02/28/2025	\$438,390.31
25-00529	B0019	BOROUGH OF RED BANK,PAYROLL AC	2/28/2025	24	2/28/2025	\$41,587.52	Manual Check	CURRENT -VALLEY	21933	02/28/2025	\$438,390.31
25-00529	B0019	BOROUGH OF RED BANK,PAYROLL AC	2/28/2025	25	2/28/2025	\$414.02	Manual Check	CURRENT -VALLEY	21933	02/28/2025	\$438,390.31

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PO #	Vendor Id	Vendor Name	Purchase Order Description	PO Item #	PO Item Description	PO Item \$	Check Type	Checking Account	Check		
									Number	Check Date	Amount
25-00529	B0019	BOROUGH OF RED BANK,PAYROLL AC	2/28/2025	26	2/28/2025	\$15,683.64	Manual Check	CURRENT -VALLEY	21933	02/28/2025	\$438,390.31
25-00529	B0019	BOROUGH OF RED BANK,PAYROLL AC	2/28/2025	27	2/28/2025	\$9.18	Manual Check	CURRENT -VALLEY	21933	02/28/2025	\$438,390.31
25-00529	B0019	BOROUGH OF RED BANK,PAYROLL AC	2/28/2025	28	2/28/2025	\$10,014.25	Manual Check	CURRENT -VALLEY	21933	02/28/2025	\$438,390.31
25-00529	B0019	BOROUGH OF RED BANK,PAYROLL AC	2/28/2025	29	2/28/2025	\$650.71	Manual Check	CURRENT -VALLEY	21933	02/28/2025	\$438,390.31
25-00529	B0019	BOROUGH OF RED BANK,PAYROLL AC	2/28/2025	30	2/28/2025	\$22,128.78	Manual Check	CURRENT -VALLEY	21933	02/28/2025	\$438,390.31
25-00529	B0019	BOROUGH OF RED BANK,PAYROLL AC	2/28/2025	31	2/28/2025	\$11,239.16	Manual Check	CURRENT -VALLEY	21933	02/28/2025	\$438,390.31
25-00529	B0019	BOROUGH OF RED BANK,PAYROLL AC	2/28/2025	32	2/28/2025	\$519.80	Manual Check	CURRENT -VALLEY	21933	02/28/2025	\$438,390.31
25-00529	B0019	BOROUGH OF RED BANK,PAYROLL AC	2/28/2025	33	2/28/2025	\$21,678.27	Manual Check	CURRENT -VALLEY	21933	02/28/2025	\$438,390.31
25-00529	B0019	BOROUGH OF RED BANK,PAYROLL AC	2/28/2025	34	2/28/2025	\$496.10	Manual Check	CURRENT -VALLEY	21933	02/28/2025	\$438,390.31
25-00530	B0019	BOROUGH OF RED BANK,PAYROLL AC	2/28/2025	1	2/28/2025	\$33,745.23	Manual Check	WATER OPERATING	13474	02/28/2025	\$38,006.97
25-00530	B0019	BOROUGH OF RED BANK,PAYROLL AC	2/28/2025	2	2/28/2025	\$1,998.72	Manual Check	WATER OPERATING	13474	02/28/2025	\$38,006.97
25-00530	B0019	BOROUGH OF RED BANK,PAYROLL AC	2/28/2025	3	2/28/2025	\$2,263.02	Manual Check	WATER OPERATING	13474	02/28/2025	\$38,006.97
25-00531	B0019	BOROUGH OF RED BANK,PAYROLL AC	2/28/2025	1	2/28/2025	\$15,674.62	Manual Check	PARKNG OPER VAL	3213	02/28/2025	\$17,243.35
25-00531	B0019	BOROUGH OF RED BANK,PAYROLL AC	2/28/2025	2	2/28/2025	\$539.92	Manual Check	PARKNG OPER VAL	3213	02/28/2025	\$17,243.35
25-00531	B0019	BOROUGH OF RED BANK,PAYROLL AC	2/28/2025	3	2/28/2025	\$1,028.81	Manual Check	PARKNG OPER VAL	3213	02/28/2025	\$17,243.35
25-00532	B0019	BOROUGH OF RED BANK,PAYROLL AC	2/28/2025	1	2/28/2025	\$13,314.60	Manual Check	GRANT FUND-VNB	2364	02/28/2025	\$13,314.60
25-00533	B0019	BOROUGH OF RED BANK,PAYROLL AC	2/28/2025	1	2/28/2025	\$26,725.00	Manual Check	TRUST ACCOUNT	6238	02/28/2025	\$38,451.21
25-00533	B0019	BOROUGH OF RED BANK,PAYROLL AC	2/28/2025	2	2/28/2025	\$11,726.21	Manual Check	TRUST ACCOUNT	6238	02/28/2025	\$38,451.21
25-00534	B0019	BOROUGH OF RED BANK,PAYROLL AC	2/28/2025	1	2/28/2025	\$372.19	Manual Check	RCA	2036	02/28/2025	\$372.19
25-00535	W0075	W.B.MASON CO INC	Office Supplies	1	Office Supplies HP138A Ink	\$135.98	Meeting Check	CURRENT -VALLEY	21991	03/13/2025	\$513.64
25-00536	B0211	BOSTON MUTUAL LIFE INSURANCE C	BOSTON MUTUAL 1/16-2/15 2025	1	BOSTON MUTUAL 1/16-2/15 2025	\$79.16	Manual Check	PAYROLL	2365	02/28/2025	\$79.16
25-00537	J0045	JCP&L	Various accounts 1/21-2/18	1	Various accounts 1/21-2/18	\$13,022.18	Manual Check	CURRENT -VALLEY	21938	02/28/2025	\$13,022.18
25-00538	B0010	VERIZON	Various accounts 2/18-3/17	1	Various accounts 2/18-3/17	\$68.98	Manual Check	CURRENT -VALLEY	21944	02/28/2025	\$609.77
25-00538	B0010	VERIZON	Various accounts 2/18-3/17	2	Various accounts 2/18-3/17	\$68.98	Manual Check	CURRENT -VALLEY	21944	02/28/2025	\$609.77
25-00538	B0010	VERIZON	Various accounts 2/18-3/17	3	Various accounts 2/18-3/17	\$68.98	Manual Check	CURRENT -VALLEY	21944	02/28/2025	\$609.77
25-00538	B0010	VERIZON	Various accounts 2/18-3/17	4	Various accounts 2/18-3/17	\$275.92	Manual Check	CURRENT -VALLEY	21944	02/28/2025	\$609.77
25-00538	B0010	VERIZON	Various accounts 2/18-3/17	5	Various accounts 2/18-3/17	\$126.91	Manual Check	CURRENT -VALLEY	21944	02/28/2025	\$609.77
25-00539	J0142	JCP&L	Service 8 units for 50 days	1	Service 8 units for 50 days	\$1,124.00	Manual Check	CURRENT -VALLEY	21939	02/28/2025	\$1,124.00
25-00540	N0239	AMERICAN WATER	acc#305691 2/1-2/28	1	acc#305691 2/1-2/28	\$53.56	Manual Check	WATER OPERATING	13477	02/28/2025	\$53.56
25-00541	X0004	XFINITY	acc#0167532 2/18-3/17	1	acc#0167532 2/18-3/17	\$390.49	Manual Check	PARKNG OPER VAL	3215	02/28/2025	\$390.49
25-00542	X0004	XFINITY	acc#0112579 2/20-3/19	1	acc#0112579 2/20-3/19	\$166.85	Manual Check	CURRENT -VALLEY	21941	02/28/2025	\$166.85
25-00543	B0010	VERIZON	acc#951185826000174 2/14-3/13	1	acc#951185826000174 2/14-3/13	\$214.00	Manual Check	WATER OPERATING	13475	02/28/2025	\$275.40
25-00544	B0010	VERIZON	acc#450577250000199 2/16-3/15	1	acc#450577250000199 2/16-3/15	\$61.40	Manual Check	WATER OPERATING	13475	02/28/2025	\$275.40
25-00545	V0051	VERIZON COMM.	acc3350782634000177 2/10-3/9	1	acc3350782634000177 2/10-3/9	\$72.02	Manual Check	WATER OPERATING	13479	02/28/2025	\$72.02
25-00546	B0010	VERIZON	acc3457052606000114 2/19-3/18	1	acc3457052606000114 2/19-3/18	\$68.98	Manual Check	CURRENT -VALLEY	21935	02/28/2025	\$1,170.37
25-00547	B0010	VERIZON	acc#157054156000117 2/19-3/18	1	acc#157054156000117 2/19-3/18	\$963.44	Manual Check	CURRENT -VALLEY	21935	02/28/2025	\$1,170.37
25-00548	B0010	VERIZON	acc3157054176000196 2/19-3/18	1	acc3157054176000196 2/19-3/18	\$137.95	Manual Check	CURRENT -VALLEY	21935	02/28/2025	\$1,170.37
25-00549	B0010	VERIZON	acc#357052653000158 2/19-3/18	1	acc#357052653000158 2/19-3/18	\$145.37	Manual Check	CURRENT -VALLEY	21942	02/28/2025	\$190.69
25-00549	B0010	VERIZON	acc#357052653000158 2/19-3/18	2	acc#357052653000158 2/19-3/18	\$46.47	Manual Check	WATER OPERATING	13478	02/28/2025	\$60.96
25-00549	B0010	VERIZON	acc#357052653000158 2/19-3/18	3	acc#357052653000158 2/19-3/18	\$13.42	Manual Check	PARKNG OPER VAL	3214	02/28/2025	\$17.60
25-00550	B0010	VERIZON	acc#957052694000161 2/19-3/18	1	acc#957052694000161 2/19-3/18	\$45.32	Manual Check	CURRENT -VALLEY	21942	02/28/2025	\$190.69
25-00550	B0010	VERIZON	acc#957052694000161 2/19-3/18	2	acc#957052694000161 2/19-3/18	\$14.49	Manual Check	WATER OPERATING	13478	02/28/2025	\$60.96
25-00550	B0010	VERIZON	acc#957052694000161 2/19-3/18	3	acc#957052694000161 2/19-3/18	\$4.18	Manual Check	PARKNG OPER VAL	3214	02/28/2025	\$17.60
25-00551	DE0395	Direct Energy Business	acc#1707410 1/7-2/4	1	acc#1707410 1/7-2/4	\$289.91	Manual Check	GRANT FUND-VNB	2365	02/28/2025	\$289.91
25-00552	DE0395	Direct Energy Business	Various accounts 1/6-2/3	1	Various accounts 1/6-2/3	\$194.69	Manual Check	CURRENT -VALLEY	21943	02/28/2025	\$5,541.92
25-00552	DE0395	Direct Energy Business	Various accounts 1/6-2/3	2	Various accounts 1/6-2/3	\$166.82	Manual Check	CURRENT -VALLEY	21943	02/28/2025	\$5,541.92
25-00552	DE0395	Direct Energy Business	Various accounts 1/6-2/3	3	Various accounts 1/6-2/3	\$86.55	Manual Check	CURRENT -VALLEY	21943	02/28/2025	\$5,541.92
25-00552	DE0395	Direct Energy Business	Various accounts 1/6-2/3	4	Various accounts 1/6-2/3	\$712.32	Manual Check	CURRENT -VALLEY	21943	02/28/2025	\$5,541.92
25-00552	DE0395	Direct Energy Business	Various accounts 1/6-2/3	5	Various accounts 1/6-2/3	\$242.12	Manual Check	CURRENT -VALLEY	21943	02/28/2025	\$5,541.92
25-00552	DE0395	Direct Energy Business	Various accounts 1/6-2/3	6	Various accounts 1/6-2/3	\$4,139.42	Manual Check	CURRENT -VALLEY	21943	02/28/2025	\$5,541.92
25-00553	DE0395	Direct Energy Business	Various accounts 1/6-2/3	1	Various accounts 1/6-2/3	\$32.39	Manual Check	WATER OPERATING	13476	02/28/2025	\$3,571.51
25-00553	DE0395	Direct Energy Business	Various accounts 1/6-2/3	2	Various accounts 1/6-2/3	\$288.81	Manual Check	WATER OPERATING	13476	02/28/2025	\$3,571.51
25-00553	DE0395	Direct Energy Business	Various accounts 1/6-2/3	3	Various accounts 1/6-2/3	\$4.34	Manual Check	WATER OPERATING	13476	02/28/2025	\$3,571.51

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PO #	Vendor Id	Vendor Name	Purchase Order Description	PO Item #	PO Item Description	PO Item \$	Check Type	Checking Account	Check		Amount
									Number	Check Date	
25-00553	DE0395	Direct Energy Business	Various accounts 1/6-2/3	4	Various accounts 1/6-2/3	\$23.62	Manual Check	WATER OPERATING	13476	02/28/2025	\$3,571.51
25-00553	DE0395	Direct Energy Business	Various accounts 1/6-2/3	5	Various accounts 1/6-2/3	\$10.43	Manual Check	WATER OPERATING	13476	02/28/2025	\$3,571.51
25-00553	DE0395	Direct Energy Business	Various accounts 1/6-2/3	6	Various accounts 1/6-2/3	\$2,534.38	Manual Check	WATER OPERATING	13476	02/28/2025	\$3,571.51
25-00553	DE0395	Direct Energy Business	Various accounts 1/6-2/3	7	Various accounts 1/6-2/3	\$59.61	Manual Check	WATER OPERATING	13476	02/28/2025	\$3,571.51
25-00553	DE0395	Direct Energy Business	Various accounts 1/6-2/3	8	Various accounts 1/6-2/3	\$617.93	Manual Check	WATER OPERATING	13476	02/28/2025	\$3,571.51
25-00554	DE0395	Direct Energy Business	Various accounts 1/6-2/3	1	Various accounts 1/6-2/3	\$6.74	Manual Check	CURRENT -VALLEY	21937	02/28/2025	\$5,132.49
25-00554	DE0395	Direct Energy Business	Various accounts 1/6-2/3	2	Various accounts 1/6-2/3	\$1.48	Manual Check	CURRENT -VALLEY	21937	02/28/2025	\$5,132.49
25-00554	DE0395	Direct Energy Business	Various accounts 1/6-2/3	3	Various accounts 1/6-2/3	\$563.40	Manual Check	CURRENT -VALLEY	21937	02/28/2025	\$5,132.49
25-00554	DE0395	Direct Energy Business	Various accounts 1/6-2/3	4	Various accounts 1/6-2/3	\$94.02	Manual Check	CURRENT -VALLEY	21937	02/28/2025	\$5,132.49
25-00554	DE0395	Direct Energy Business	Various accounts 1/6-2/3	5	Various accounts 1/6-2/3	\$118.01	Manual Check	CURRENT -VALLEY	21937	02/28/2025	\$5,132.49
25-00554	DE0395	Direct Energy Business	Various accounts 1/6-2/3	6	Various accounts 1/6-2/3	\$0.09	Manual Check	CURRENT -VALLEY	21937	02/28/2025	\$5,132.49
25-00554	DE0395	Direct Energy Business	Various accounts 1/6-2/3	7	Various accounts 1/6-2/3	\$23.53	Manual Check	CURRENT -VALLEY	21937	02/28/2025	\$5,132.49
25-00554	DE0395	Direct Energy Business	Various accounts 1/6-2/3	8	Various accounts 1/6-2/3	\$76.03	Manual Check	CURRENT -VALLEY	21937	02/28/2025	\$5,132.49
25-00554	DE0395	Direct Energy Business	Various accounts 1/6-2/3	9	Various accounts 1/6-2/3	\$19.19	Manual Check	CURRENT -VALLEY	21937	02/28/2025	\$5,132.49
25-00554	DE0395	Direct Energy Business	Various accounts 1/6-2/3	10	Various accounts 1/6-2/3	\$18.27	Manual Check	CURRENT -VALLEY	21937	02/28/2025	\$5,132.49
25-00554	DE0395	Direct Energy Business	Various accounts 1/6-2/3	11	Various accounts 1/6-2/3	\$3,125.92	Manual Check	CURRENT -VALLEY	21937	02/28/2025	\$5,132.49
25-00554	DE0395	Direct Energy Business	Various accounts 1/6-2/3	12	Various accounts 1/6-2/3	\$15.96	Manual Check	CURRENT -VALLEY	21937	02/28/2025	\$5,132.49
25-00554	DE0395	Direct Energy Business	Various accounts 1/6-2/3	13	Various accounts 1/6-2/3	\$578.99	Manual Check	CURRENT -VALLEY	21937	02/28/2025	\$5,132.49
25-00554	DE0395	Direct Energy Business	Various accounts 1/6-2/3	14	Various accounts 1/6-2/3	\$11.35	Manual Check	CURRENT -VALLEY	21937	02/28/2025	\$5,132.49
25-00554	DE0395	Direct Energy Business	Various accounts 1/6-2/3	15	Various accounts 1/6-2/3	\$0.18	Manual Check	CURRENT -VALLEY	21937	02/28/2025	\$5,132.49
25-00554	DE0395	Direct Energy Business	Various accounts 1/6-2/3	16	Various accounts 1/6-2/3	\$125.30	Manual Check	CURRENT -VALLEY	21937	02/28/2025	\$5,132.49
25-00554	DE0395	Direct Energy Business	Various accounts 1/6-2/3	17	Various accounts 1/6-2/3	\$31.37	Manual Check	CURRENT -VALLEY	21937	02/28/2025	\$5,132.49
25-00554	DE0395	Direct Energy Business	Various accounts 1/6-2/3	18	Various accounts 1/6-2/3	\$30.26	Manual Check	CURRENT -VALLEY	21937	02/28/2025	\$5,132.49
25-00554	DE0395	Direct Energy Business	Various accounts 1/6-2/3	19	Various accounts 1/6-2/3	\$92.27	Manual Check	CURRENT -VALLEY	21937	02/28/2025	\$5,132.49
25-00554	DE0395	Direct Energy Business	Various accounts 1/6-2/3	20	Various accounts 1/6-2/3	\$88.39	Manual Check	CURRENT -VALLEY	21937	02/28/2025	\$5,132.49
25-00554	DE0395	Direct Energy Business	Various accounts 1/6-2/3	21	Various accounts 1/6-2/3	\$8.86	Manual Check	CURRENT -VALLEY	21937	02/28/2025	\$5,132.49
25-00554	DE0395	Direct Energy Business	Various accounts 1/6-2/3	22	Various accounts 1/6-2/3	\$2.95	Manual Check	CURRENT -VALLEY	21937	02/28/2025	\$5,132.49
25-00554	DE0395	Direct Energy Business	Various accounts 1/6-2/3	23	Various accounts 1/6-2/3	\$2.95	Manual Check	CURRENT -VALLEY	21937	02/28/2025	\$5,132.49
25-00554	DE0395	Direct Energy Business	Various accounts 1/6-2/3	24	Various accounts 1/6-2/3	\$15.04	Manual Check	CURRENT -VALLEY	21937	02/28/2025	\$5,132.49
25-00554	DE0395	Direct Energy Business	Various accounts 1/6-2/3	25	Various accounts 1/6-2/3	\$81.94	Manual Check	CURRENT -VALLEY	21937	02/28/2025	\$5,132.49
25-00557	P0221	POWER-DMS INC	Power Prof. Subscription	1	Power Prof. Subscription	\$6,728.00	Meeting Check	CURRENT -VALLEY	21979	03/13/2025	\$7,442.18
25-00557	P0221	POWER-DMS INC	Power Prof. Subscription	2	Power Training	\$714.18	Meeting Check	CURRENT -VALLEY	21979	03/13/2025	\$7,442.18
25-00558	C0334	CWA LOCAL 1075	CWA DUES FEB 2025	1	CWA DUES FEB 2025	\$2,659.74	Manual Check	PAYROLL	2366	03/04/2025	\$2,659.74
25-00559	M0398	MCMANIMON,SCOTLAND & BAUMANN L	RBHA-EVERGREEN TERR-LEGAL-JAN	1	RBHA-EVERGREEN TERR-LEGAL-JAN	\$2,439.78	Meeting Check	CAPITAL ACCOUNT	2658	03/13/2025	\$2,439.78
25-00561	T0004	T&M ASSOCIATES	Escrow Proj Billing	1	Escrow Proj Billing PR15895	\$605.50	Meeting Check	DEVESCROW2RIVER	1923	03/13/2025	\$5,568.68
25-00561	T0004	T&M ASSOCIATES	Escrow Proj Billing	2	Escrow Proj Billing PR12575	\$985.50	Meeting Check	DEVESCROW2RIVER	1923	03/13/2025	\$5,568.68
25-00561	T0004	T&M ASSOCIATES	Escrow Proj Billing	3	Escrow Proj Billing PR13263	\$438.00	Meeting Check	DEVESCROW2RIVER	1923	03/13/2025	\$5,568.68
25-00561	T0004	T&M ASSOCIATES	Escrow Proj Billing	4	Escrow Proj Billing PR15624	\$164.25	Meeting Check	DEVESCROW2RIVER	1923	03/13/2025	\$5,568.68
25-00561	T0004	T&M ASSOCIATES	Escrow Proj Billing	5	Escrow Proj Billing PR15743	\$2,045.25	Meeting Check	DEVESCROW2RIVER	1923	03/13/2025	\$5,568.68
25-00561	T0004	T&M ASSOCIATES	Escrow Proj Billing	6	Escrow Proj Billing PR15895	\$897.68	Meeting Check	DEVESCROW2RIVER	1923	03/13/2025	\$5,568.68
25-00561	T0004	T&M ASSOCIATES	Escrow Proj Billing	7	Escrow Proj Billing ZR13547	\$432.50	Meeting Check	DEVESCROW2RIVER	1923	03/13/2025	\$5,568.68
25-00565	M0202	MONMOUTH COUNTY SPCA	MONTHLY ANIMAL CONTROL-JAN	1	MONTHLY ANIMAL CONTROL-JAN	\$4,944.00	Meeting Check	CURRENT -VALLEY	21970	03/13/2025	\$4,944.00
25-00567	F0225	FIS ON SITE SERVICE LLC.	REPLACE AUTO EJECT-ENG #94	1	REPLACE AUTO EJECT-ENG #94	\$856.50	Meeting Check	CURRENT -VALLEY	21956	03/13/2025	\$1,262.13
25-00568	H0232	HACKENSACK MERIDIAN WORKS	PHYSICAL FIRE DEPT/SPECHT, D	1	PHYSICAL FIRE DEPT/SPECHT, D	\$210.00	Meeting Check	CURRENT -VALLEY	21961	03/13/2025	\$210.00
25-00570	F0025	FOODTOWN RB	FOOD&DRINK/FATHER/DAU DANCE	1	FOOD&DRINK/FATHER/DAU DANCE	\$81.24	Meeting Check	RECREATION-VNB	1604	03/13/2025	\$81.24
25-00573	K0022	KEVIN E KENNEDY ESQ	Escrow Proj Billing	1	Escrow Proj Billing PR15188	\$256.41	Meeting Check	DEVESCROW2RIVER	1921	03/13/2025	\$256.41
25-00578	A0253A	AMAZON CAPITAL SERVICES	TAKE CHILD TO WORK DAY-GLASSES	1	TAKE CHILD TO WORK DAY-GLASSES	\$36.25	Meeting Check	TRUST ACCOUNT	6239	03/13/2025	\$32.62
25-00578	A0253A	AMAZON CAPITAL SERVICES	TAKE CHILD TO WORK DAY-GLASSES	2	DISCOUNT	-\$3.63	Meeting Check	TRUST ACCOUNT	6239	03/13/2025	\$32.62
25-00581	M0398	MCMANIMON,SCOTLAND & BAUMANN L	LEGAL SVCS-GEN REDEV/DEC JUDGE	1	LEGAL SVCS-GEN REDEV/JAN	\$4,510.00	Meeting Check	CURRENT -VALLEY	21971	03/13/2025	\$4,510.00
25-00581	M0398	MCMANIMON,SCOTLAND & BAUMANN L	LEGAL SVCS-GEN REDEV/DEC JUDGE	2	LEGAL SVCS-DEC JUDGEMENT/JAN	\$3,720.00	Meeting Check	COAH DEV FEES	259	03/13/2025	\$3,720.00
25-00581	M0398	MCMANIMON,SCOTLAND & BAUMANN L	LEGAL SVCS-GEN REDEV/DEC JUDGE	3	LEGAL SVCS-VNA REDEV/JAN	\$1,185.00	Meeting Check	DEVESCROW2RIVER	1920	03/13/2025	\$1,185.00
25-00582	C0321	CME ASSOCIATES	GEN ENGINEERING SVCS-FEB 25	1	GEN ENGINEERING SVCS-FEB 25	\$1,227.50	Meeting Check	CURRENT -VALLEY	21952	03/13/2025	\$1,227.50
25-00582	C0321	CME ASSOCIATES	GEN ENGINEERING SVCS-FEB 25	2	ESCROW PROJ BILLING-PR12575	\$89.50	Meeting Check	DEVESCROW2RIVER	1919	03/13/2025	\$89.50

March 13, 2025 Bill List - Borough of Red Bank

PO #	Vendor Id	Vendor Name	Purchase Order Description	PO Item #	PO Item Description	PO Item \$	Check Type	Checking Account	Check		Amount
									Number	Check Date	
25-00583	E0029	EAGLE POINT GUN SHOP	2025 Ammunition Order	1	2025 Ammunition Order	\$3,003.72	Meeting Check	CURRENT - VALLEY	21992	03/13/2025	\$8,279.11
25-00583	E0029	EAGLE POINT GUN SHOP	2025 Ammunition Order	2	Duty Carry Ammo - P9HST3	\$1,593.88	Meeting Check	CURRENT - VALLEY	21992	03/13/2025	\$8,279.11
25-00583	E0029	EAGLE POINT GUN SHOP	2025 Ammunition Order	3	Ammo - T223A	\$987.63	Meeting Check	CURRENT - VALLEY	21992	03/13/2025	\$8,279.11
25-00583	E0029	EAGLE POINT GUN SHOP	2025 Ammunition Order	4	Outdoor Range Ammo - AE9AP	\$2,693.88	Meeting Check	CURRENT - VALLEY	21992	03/13/2025	\$8,279.11
25-00585	I0058	INSTITUTE FOR FORENSIC PSYCH	Fitness for Duty Psychological	1	Fitness for Duty Psychological	\$2,500.00	Meeting Check	CURRENT - VALLEY	21993	03/13/2025	\$2,500.00
25-00588	B0040	BUTCH'S CAR WASH CO.	CAR WASHES FOR FIRE DEPT-2025	1	CAR WASHES FOR FIRE DEPT-2025	\$1,291.67	Meeting Check	CURRENT - VALLEY	21950	03/13/2025	\$1,291.67
25-00590	S0022A	DONNA SICKELS	Medicare Reim 3/1/2025-5/31/25	1	Medicare Reim 3/1/2025-5/31/25	\$575.60	Meeting Check	CURRENT - VALLEY	21997	03/13/2025	\$575.60
25-00591	D0178	DYNAMIC TESTING SERVICE LLC	Random Drug/Alcohol Test DPW	1	Random Drug/Alcohol Test DPW	\$80.00	Meeting Check	CURRENT - VALLEY	21996	03/13/2025	\$280.00
25-00591	D0178	DYNAMIC TESTING SERVICE LLC	Random Drug/Alcohol Test DPW	2	Random Drug/Alcohol Test DPW	\$200.00	Meeting Check	CURRENT - VALLEY	21996	03/13/2025	\$280.00
25-00596	A0017	GENE J ANTHONY ESQ	RENT BD LEGAL/FEB 25	1	RENT BD LEGAL/FEB 25	\$1,284.51	Meeting Check	CURRENT - VALLEY	21945	03/13/2025	\$1,284.51
25-00597	A0040	ASBURY PARK PRESS	LEGAL NOTICES-FEBRUARY 2025	1	PROF SVC CONTRACT 11046645	\$21.12	Meeting Check	CURRENT - VALLEY	21947	03/13/2025	\$162.80
25-00597	A0040	ASBURY PARK PRESS	LEGAL NOTICES-FEBRUARY 2025	2	ORD 2025-02 FINAL 11046784	\$18.48	Meeting Check	CURRENT - VALLEY	21947	03/13/2025	\$162.80
25-00597	A0040	ASBURY PARK PRESS	LEGAL NOTICES-FEBRUARY 2025	3	ORD 2025-03 FINAL 11046821	\$16.72	Meeting Check	CURRENT - VALLEY	21947	03/13/2025	\$162.80
25-00597	A0040	ASBURY PARK PRESS	LEGAL NOTICES-FEBRUARY 2025	4	ORD 2025-04 INTRO 11046859	\$70.40	Meeting Check	CURRENT - VALLEY	21947	03/13/2025	\$162.80
25-00597	A0040	ASBURY PARK PRESS	LEGAL NOTICES-FEBRUARY 2025	5	ORD 2025-05 INTRO 11046925	\$36.08	Meeting Check	CURRENT - VALLEY	21947	03/13/2025	\$162.80
25-00599	R0234	RED BANK INVESTMENT LTD.	ESCROW CLOSE-OUT PR15390	1	ESCROW CLOSE-OUT PR15390	\$4,560.57	Meeting Check	DEVESCROW2RIVER	1922	03/13/2025	\$4,560.57
25-00600	P0259	PLOSIA COHEN LLC.	LEGAL-LABOR ATTNY-FEB 2025	1	LEGAL-LABOR ATTNY-FEB 2025	\$2,286.00	Meeting Check	CURRENT - VALLEY	21981	03/13/2025	\$2,286.00
25-00601	F0225	FIS ON SITE SERVICE LLC.	REPL.GENER BREAKER-ENG 95	1	REPL.GENER BREAKER-ENG 95	\$405.63	Meeting Check	CURRENT - VALLEY	21956	03/13/2025	\$1,262.13
25-00603	N0115	NJ ST.DEPT.HEALTH & SENIOR	DOG LICENSE FEES-FEB 2025	1	DOG LICENSE FEES-FEB 2025	\$43.80	Meeting Check	DOG LICENSE AC	2185	03/13/2025	\$43.80

**BOROUGH OF RED BANK
COUNTY OF MONMOUTH**

RESOLUTION NO. 25-57

**RESOLUTION REQUESTING PERMISSION FOR THE DEDICATION BY RIDER
FOR DONATIONS-ACCEPTANCE OF BEQUESTS AND GIFTS REQUIRED
BY BOROUGH OF RED BANK**

WHEREAS, permission is required of the Director of the Division of Local Government Services for approval as a dedication by rider of revenues received by a municipality when the revenue is not subject to reasonably accurate estimates in advance; and'

WHEREAS, the Borough of Red Bank provides for receipt of Donations - Acceptance of Bequests and Gifts for the Senior Center by the municipality to provide for the operating costs to administer this act; and,

WHEREAS, N.J.S.A. 40A:5-29 provides the dedicated revenues anticipated from the Trust Fund – Donations for the Senior Center are hereby anticipated as revenue and are hereby appropriated for the purpose to which said revenue is dedicated by statute or other legal requirement:

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Red Bank, County of Monmouth, New Jersey as follows:

1. The Governing Body does hereby request permission of the Director of the Division of Local Government Services to pay expenditures of the Trust Fund-Donations for the Senior Center and the Borough of Red Bank.
2. The Finance Officer of the Borough of Red Bank, County of Monmouth is hereby directed to file this Resolution on the FAST system to the Director of the Division of Local Government Services.
3. Adopted this 13th day of March, 2025 and certified as a true copy of an original.

**BOROUGH OF RED BANK
COUNTY OF MONMOUTH**

RESOLUTION NO. 25-58

**RESOLUTION FOR INCREASING YEAR 2025 CURRENT, WATER/SEWER AND
PARKING FUNDS TEMPORARY BUDGET APPROPRIATIONS**

WHEREAS N.J.S.A.40A: 4-20 states that in addition to the temporary appropriations necessary for the period prior to the adoption of the budget and regular appropriations, the governing body may, by resolution adopted by a 2/3 vote of the full membership thereof, make emergency temporary appropriations for any purpose for which appropriations may lawfully be made for the period between the beginning of the fiscal year and the adoption of the budget for said year, and

WHEREAS the amount of such emergency appropriation shall be included under the correct heading in the budget as adopted, and;

WHEREAS there is a need to provide additional funds for Borough operations, and

WHEREAS adequate provision for such funding was not made in the temporary budget.

WHEREAS the total emergency temporary resolutions adopted in the year 2025 pursuant to the provisions of Chapter 96, P.L. 1951 (N.J.S.A.40A:4-20) including the increase represented by this resolution total \$7,650,722.90, in addition to the Current Fund temporary operating and debt service budgets adopted January 1, 2025 in the amount of \$10,360,136.13 for a total Year to Date Temporary Budget of \$ 18,010,859.03. .

WHEREAS the total emergency temporary resolutions adopted in the year 2025 pursuant to the provisions of Chapter 96, P.L. 1951 (N.J.S.A.40A:4-20) including the increase represented by this resolution total \$1,673,710.14, in addition to the Water/Sewer Fund temporary operating and debt service budgets adopted January 1, 2025 in the amount of \$3,129,991.13 for a total Year to Date Temporary Budget of \$ 4,803,701.27.

WHEREAS the total emergency temporary resolutions adopted in the year 2025 pursuant to the provisions of Chapter 96, P.L. 1951 (N.J.S.A.40A:4-20) including the increase represented by this resolution total \$377,901.44, in addition to the Parking Fund temporary operating and debt service budgets adopted January 1, 2025 in the amount of \$656,258.75 for a total Year to Date Temporary Budget of \$ 1,034,160.19..

NOW THEREFORE BE IT RESOLVED by the Council of the Borough of Red Bank (not less than 2/3 affirmatively concurring) that the items of appropriation appearing on the list be included in the temporary budget for the Borough for the year 2025, and that in accordance with the Statute such item of appropriation will be included in the 2025 budget as finally adopted.

BE IT FURTHER RESOLVED that two certified copies of this resolution be filed with the Director of the Division of Local Government.

Temporary 2025 Current Fund Budget			
Appropriation	Budget 1/1/2025	Increase 3/13/2025	Total Budget
Admin. & Exec. - Salary & Wage	95,000.00	95,000.00	190,000.00
Admin. & Exec. - Other Expenses	15,540.00	15,540.00	31,080.00
Codification - Other Expenses	2,500.00	2,500.00	5,000.00
Mayor & Council - Salary & Wage	7,000.00	7,000.00	14,000.00
Municipal Clerk - Salary & Wage	46,000.00	46,000.00	92,000.00
Municipal Clerk - Other Expenses	18,435.10	18,435.10	36,870.20
Finance - Salary & Wage	78,000.00	78,000.00	156,000.00
Finance - Other Expenses	35,628.20	19,371.80	55,000.00
Audit Services-Other Expenses	10,000.00	16,000.00	26,000.00
Education & Technology -	35,000.00	35,000.00	70,000.00
Revenue Admin. - Salary & Wage	40,000.00	40,000.00	80,000.00
Revenue Admin. - Other Expenses	8,000.00	7,400.00	15,400.00
Tax Assessment - Salary & Wage -	32,000.00	36,000.00	68,000.00
Tax Assessment - Other Expenses	32,500.00	17,975.00	50,475.00
Legal Services - Other Expenses	85,037.50	85,037.50	170,075.00
Engineering Services - Other Expenses	50,000.00	50,000.00	100,000.00
Planning - Salary & Wage	32,000.00	32,000.00	64,000.00
Planning - Other Expenses	13,650.00	13,650.00	27,300.00
Rent Board - Salary & Wage	800.00	800.00	1,600.00
Rent Board - Other Expenses	4,000.00	4,000.00	8,000.00
Shade Tree Commission	1,312.50	3,687.50	5,000.00
Zoning - Salary & Wage	32,000.00	32,000.00	64,000.00
Zoning - Other Expenses	10,165.31	10,165.31	20,330.62
UCC - Salary & Wage	141,312.50	141,312.50	282,625.00
UCC - Other Expenses	12,000.00	24,000.00	36,000.00
Code Enforcement- Salary & Wage	25,000.00	25,000.00	50,000.00
Code Enforcement -Other Expenses	2,231.25	6,768.75	9,000.00
Insurance - Liability Insurance	210,000.00	205,141.88	415,141.88
Insurance - Worker'S Compensation	205,000.00	197,112.42	402,112.42
Insurance - Employee Group	740,000.00	740,000.00	1,480,000.00
Insurance - Opt Out Payments	21,175.00	21,175.00	42,350.00
Police - Salary & Wages	1,500,000.00	1,500,000.00	3,000,000.00
Police - Other Expenses	65,000.00	65,000.00	130,000.00
Oem - Salary & Wage	2,000.00	2,000.00	4,000.00
Oem - Other Expenses	1,312.50	3,687.50	5,000.00
First Aid Squad - Other Expense	45,000.00	-20,500.00	24,500.00
Public Health-Riverview Agreement-Other Expenses		100,000.00	100,000.00

Fire - Other Expenses	50,000.00	50,000.00	100,000.00
Uniform Fire - Salary & Wage	78,000.00	78,000.00	156,000.00
Uniform Fire - Other Expenses	10,511.00	9,989.00	20,500.00
Municipal Prosecutor-Other Expenses	9,450.00	9,450.00	18,900.00
Road Repair & Maintenance - Salaries	267,000.00	267,000.00	534,000.00
Road Repair & Maintenance - Other Exp.	120,000.00	120,000.00	240,000.00
Sanitation - Other Expense	250,000.00	250,000.00	500,000.00
Pub Bldg/Grounds-Maint.Boro Equip-S&W	120,000.00	140,000.00	260,000.00
Buildings & Grounds - Other Expense	100,000.00	100,000.00	200,000.00
Environmental Commission-Other Expenses		1,500.00	1,500.00
Animal Control - Other Expense	17,062.00	17,062.00	34,124.00
Park & Recreation - Salary & Wage	75,000.00	75,000.00	150,000.00
Parks & Recreation - Other Expenses	45,000.00	45,000.00	90,000.00
Public Library O/S Cap Salary	180,000.00	180,000.00	360,000.00
Library O/S Cap,Other Expense	100,000.00	100,000.00	200,000.00
Prior Year's Brownstones		2,241.53	2,241.53
Electricity	32,000.00	32,000.00	64,000.00
Street Lighting	65,000.00	65,000.00	130,000.00
Telephone	14,962.50	30,037.50	45,000.00
Natural Gas	14,437.50	20,562.80	35,000.30
Gasoline	54,545.00	54,545.00	109,090.00
Landfill	185,000.00	185,000.00	370,000.00
Recycling Tax	7,500.00	12,500.00	20,000.00
Social Security - Other Expenses	130,000.00	130,000.00	260,000.00
Public Employees' Retirement System	539,409.02	0.00	539,409.02
Police and Firemen's Retire. System of NJ	327,456.44	1,392,036.56	1,719,493.00
D.C.R.P.	5,000.00	5,000.00	10,000.00
Senior Citizen-Salary and Wages	29,312.00	0.00	29,312.00
U.S. Older American Act Grant-SW	200,000.00	224,166.00	424,166.00
U.S. Older American Act-Other Expenses	187,267.20	-154,667.20	32,600.00
New Jersey Historic Trust		45,000.00	45,000.00
Opioid Settlement Fund		149,790.56	149,790.56
Shared Service -Borough of Deal-Fin Off	5,250.00	16,375.00	21,625.00
Shared Service - Village of Loch Arbour-FO	4,687.50	14,562.50	19,250.00
Shared Service - BOE Snow Plowing	9,544.86	7,110.14	16,655.00
Share Service -Shrewsbury Township Court S&W	1,312.50	1,312.50	2,625.00
Shared Service - Shrewsbury Township Court-OE	525.00	525.00	1,050.00
Shared Service - LS Fire Code - Salaries	2,500.00	2,500.00	5,000.00
Shared Service - LS Fire Code - Other Expenses	2,000.00	2,000.00	4,000.00
Share Service - Shrewsbury Township EMS-OE	2,100.00	2,100.00	4,200.00
Municipal Court - Salary & Wages	75,000.00	75,000.00	150,000.00
Municipal Court - Other Expenses	10,263.75	10,263.75	20,527.50

Public Defender-Other Expenses	7,000.00	7,000.00	14,000.00
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Total Temp Budget Excl Debt and Capital Impr Fund	6,988,696.13	7,451,222.90	14,439,919.03
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Capital Improvement Fund and Debt Service

Capital Improvement Fund		200,000.00	200,000.00
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Bond Principal	1,862,000.00		1,862,000.00
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Bond Interest	488,040.00		488,040.00
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Note Principal	109,500.00	-500.00	109,000.00
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Note Interest	43,600.00		43,600.00
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Green Trust Loan-Principal	10,260.00		10,260.00
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Green Trust Loan-Interest	905.00		905.00
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Capital Lease - Principal	707,460.00		707,460.00
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Capital Lease - Interest	149,675.00		149,675.00
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Total Capital Impr Fund and Debt Service	3,371,440.00	200,000.00	3,571,440.00
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Total Current Fund Temporary Budget	10,360,136.13	7,651,222.90	18,011,359.03
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Temporary 2025 Water/Sewer Utility Fund Budget

Appropriation	Temporary Budget 1/1/2025	Increase 3/13/2025	Total Budget
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Temporary 2024 Water/Sewer Utility Fund Budget

Water/Sewer - Salary and Wages	275,000.00	275,000.00	550,000.00
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Water/Sewer - Other Expenses	550,000.00	550,000.00	1,100,000.00
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Regional Sewer Authority Charges	500,000.00	500,000.00	1,000,000.00
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Water Purchases	200,000.00	200,000.00	400,000.00
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Public Employees' Retirement System	39,230.13	133,210.14	172,440.27
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Social Security / Medicare	25,000.00	25,000.00	50,000.00
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Total Temp Budget Excl Debt and Capital Impr Fund	1,589,230.13	1,683,210.14	3,272,440.27
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Capital Impr Fund and Debt Service

Water/Sewer - Bond Principal	989,350.00		989,350.00
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Water/Sewer - Bond Interest	332,000.00		332,000.00
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Water/Sewer -Note Principal	56,000.00		56,000.00
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Water/Sewer - Note Interest	91,500.00	-9,500.00	82,000.00
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Capital Lease-Principal	59,651.00		59,651.00
Capital Lease – Interest	12,260.00		12,260.00
Total Capital Impr Fund and Debt Service	1,540,761.00	-9,500.00	1,531,261.00

Total Water/Sewer Utility Fund Temporary Budget	3,129,991.13	1,673,710.14	4,803,701.27
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Temporary 2025 Parking Utility Fund Budget			
Appropriation	Temporary Budget 1/1/2025	Increase 3/13/2025	Total Budget
Parking - Salary and Wages	120,000.00	120,000.00	240,000.00
Parking - Other Expenses	198,938.75	198,938.75	397,877.50
Public Employees' Retirement System		49,812.69	49,812.69
Social Security / Medicare	10,000.00	10,000.00	20,000.00
Total Temp Budget Excl Debt and Capital Impr Fund	328,938.75	378,751.44	707,690.19

Capital Impr Fund and Debt Service			
Parking-Bond Principal	215,000.00		215,000.00
Parking-Bond Interest	111,300.00	-850.00	110,450.00
Capital Lease Principal	890.00		890.00
Capital Lease – Interest	130.00		130.00
Total Capital Impr Fund and Debt Service	327,320.00	-850.00	326,470.00

Total Parking Utility Fund Temporary Budget	656,258.75	377,901.44	1,034,160.19
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**BOROUGH OF RED BANK
COUNTY OF MONMOUTH**

RESOLUTION NO. 25-59

**GRANT AGREEMENT
BETWEEN**

BOROUGH OF RED BANK

(Name of Grantee)

AND

THE STATE OF NEW JERSEY

BY AND FOR

THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT IDENTIFIER: DC25-043

GOVERNING BODY RESOLUTION

The governing body of BOROUGH OF RED BANK
(Enter Grantee's name)

desires to further the public interest by obtaining a grant from the State of New Jersey in the amount of approximately \$ 2,466,000.00 to fund the following project:

Purchase of 6 Class 8 Non-Passenger Vehicles: 1 rear loader, 4 hook lift, and 1 roll off. Incentive amounts SB/SG & OBC at \$411,000 each.

Therefore, the governing body resolves that James Gant or the successor to the office of
(Name of Authorized Official)

Borough Manager is authorized (a) to make application for such a grant, (b) if awarded, to execute
(Title of Authorized Official)

a grant agreement with the State for a grant in an amount not less than \$ 0.00 and not more than \$ 2,466,000.00 ,
and (c) to execute amendments as indicated below:

- ☐ any amendments thereto
☐ any amendments thereto which do not increase the Grantee's obligations
☐ no amendments

*The Mayor and Council authorizes and hereby agrees to
(Enter Name of Grantee's Governing Body, e.g., Board of Chosen Freeholders)

match 0.00 % of the Total Project Amount, in compliance with the match requirements of the agreement. The availability of the match for such purposes, whether cash, services, or property, is hereby certified. Up to 0.00 % of the match will be made up of in-kind services (if allowed by grant program requirements and the agreement).*

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

Introduced and passed _____, _____.

Ayes: _____
Noes: _____
Absent: _____

*The portion of this form between the asterisks should only be completed if matching funds are required under the terms of the agreement. Where in-kind services are allowed and are stipulated by the Grantee a detailed accounting of the in-kind services must be included in the budget justification. In-kind contributions are considered volunteer work or the donation of equipment or property. If no match is required, then 0% should be entered in each of the boxes above.

CERTIFICATION*

I, Mary Moss, ☐ municipal clerk ☐ county clerk ☐ utilities Authority Clerk
(Enter Name)

☒ (other, specify) Municipal Clerk of BOROUGH OF RED BANK
(Enter Grantee's Name)
certify that this resolution was duly adopted by Mayor and Council at a
(Enter Name of Grantee's Governing Body)

meeting duly held on the _____ day of _____, _____, that this resolution has not been amended or repealed, and that it remains in full force and effect on the date I have subscribed my signature. **

(Signature) *

Mary Moss

(Enter Name)

Municipal Clerk

(Enter Title)

Date: _____ **

* Certification must be signed by an official other than the individual authorized to execute the agreement.

** This date must be no more than sixty (60) days prior to the Grantee's execution of the agreement. If the original certification expires prior to the Grantee's execution, the Grantee must submit a currently certified copy of this Attachment E when it returns the executed agreement to the Department.

**BOROUGH OF RED BANK
COUNTY OF MONMOUTH**

RESOLUTION NO. 25-60

**RESOLUTION APPOINTING MEMBERS TO THE
RED BANK VOLUNTEER FIRE DEPARTMENT**

WHEREAS, the Red Bank Borough Council wish to appoint the following volunteer firefighters to the Red Bank Volunteer Fire Department; and

WHEREAS, Frank Woods, Fire Chief, unconditionally recommends the appointments.

NOW THEREFORE, BE IT RESOLVED that following individuals are hereby appointed to the Red Bank Volunteer Fire Department:

DIANA LAURA AGUILAR – Union Hose Company

WALTER MILNE - Liberty Hose Company

**BOROUGH OF RED BANK
COUNTY OF MONMOUTH**

RESOLUTION NO. 25-61

**RESOLUTION AUTHORIZING REFUND OF DEVELOPERS'
ESCROW ACCOUNT BALANCE TOTALING \$4,560.57**

WHEREAS, the following applicant has deposited the Escrow amount as required by the Planning and Zoning Department for development projects; and

WHEREAS, the Planning and Zoning Department has determined that the applicant's corresponding project is substantially complete and therefore the balance of Escrow Account can be released; and

WHEREAS, the Escrow Account identified in the enclosed 'Schedule A' identify the balance remaining, after all relevant fees have been satisfied and there appears no further basis to retain the Escrow Deposit;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Red Bank, that the Escrow balance be released and that the Chief Financial Officer is hereby directed to issue a check for the refund.

Schedule A

Applicant	Address	Balance
Red Bank Investment (PR15390)	62 White Street	\$4,560.57
Total		\$4,560.57

**BOROUGH OF RED BANK
COUNTY OF MONMOUTH**

RESOLUTION NO. 25-62

**RESOLUTION AUTHORIZING A COMPREHENSIVE PREVENTIVE
MAINTENANCE PROGRAM WITH ATLANTIC DETROIT DIESEL-ALLISION FOR
SERVICE AND INSPECTION OF GENERATOR SETS ON A SEMI-ANNUAL BASIS**

WHEREAS, the Borough of Red Bank and Atlantic Detroit Diesel-Allison are desirous of entering into an service agreement in order to service and inspect the generator sets on a semi-annual basis; and

WHEREAS, pursuant to the service agreement, Atlantic Detroit Diesel-Allision shall provide the Borough of Red Bank with this service and will include (1) Minor inspections and (1) Major inspection with oil and filter change per year for all units. This also includes (1) 2-hour Load Bank Test for (90 Monmouth, First Aid and Tower Hill Communication) per year. Samples of coolant, fuel and oil will also be drawn for laboratory analysis during Major service

Facility's investments for these services would be as follows:

ESCNJ 22/23-46	<u>Year 1</u>
Major Service	\$21,395.65
Minor Service	8,021.90
Load Bank Test	<u>3,250.00</u>
Total	\$32,667.55

*NFPA 110 2-HOUR Load Bank Test will be performed in conjunction with minor service All batteries, waste fluids and filters will be removed and disposed of according to EPA regulations.

WHEREAS, THE Borough Council has determined that it is appropriate to authorize the service agreement with Atlantic Detroit Diesel-Allision.

NOW THEREFORE BE IT RESOLVED, that the Mayor and Council of the Borough of Red Bank, County of Monmouth, State of New Jersey, do hereby authorize the Borough Manager to enter into a services agreement, in the form on file in the Borough Clerk's Office, with the Atlantic Detroit Diesel-Allision for the comprehensive preventive maintenance program, as per the terms outlined therein (Schedule A).



February 28, 2025

Mr. Jim Gant
Borough of Red Bank
Department of Public Utilities
75 Chestnut Street
Red Bank, NJ 07701

Ref: LGG0125R
Acct#

17 Generators
See "Schedule A"

Dear Mr. Gant:

We are pleased to offer our proposal for a comprehensive preventive maintenance program for the above referenced equipment in accordance with the enclosed procedures.

Atlantic DDA will service and inspect the generator sets on a semi-annual basis. This service will include (1) Minor inspections and (1) Major inspection with oil and filter change per year for *all* units. This also includes (1) 2-hour Load Bank Test for (90 Monmouth, First Aid and Tower Hill Communication) per year. Samples of the coolant, fuel and oil will also be drawn for laboratory analysis during Major service.

Your facility's investment for these services would be as follows:

ESCNJ 22/23-46	<u>Year 1</u>
Major Service	\$21,395.65
Minor Service	8,021.90
Load Bank Test	<u>3,250.00</u>
Total	\$32,667.55

*NFPA 110 2-hour Load Bank Tests will be performed in conjunction with minor service.

All batteries, waste fluids and filters will be removed and disposed of according to EPA regulations.

If this proposal meets with your approval, please complete the service agreement, and issue a purchase order referencing LGG0125R and return it to my attention along with the signed agreement. Upon receipt of your documents, we will contact you to arrange scheduling. ***Please note that any purchase orders must be made out to Stewart & Stevenson Power Products LLC.***

If you have any questions or require further information, please do not hesitate to contact me at (848) 334-0633 or k.gara@kirbycorp.com.

Sincerely,

Kevin Gara
Industrial Service Sales Manager
KG/dh

Stewart & Stevenson Power Products LLC – Atlantic Division

Atlantic Power Systems

180 Route 17 South, P.O. Box 950, Lodi, New Jersey 07644 Phone: (201) 489-5800 Fax: (201) 368-1071

www.atlanticdda.com

**BOROUGH OF RED BANK
COUNTY OF MONMOUTH**

RESOLUTION NO. 25-63

**RESOLUTION ACCEPTING THE PERFORMANCE GUARANTEE POSTED BY
176 RIVERSIDE LLC FOR THE DEVELOPMENT PROJECT LOCATED AT
BLOCK 3, LOTS 2.01, 4.01, 6 & 9.01**

WHEREAS, pursuant to the Planning and Development Regulations of the Borough of Red Bank (the “Borough”), 176 Riverside LLC is required to post \$369,921.60 in the form of an acceptable bond or letter of credit, together with a cash deposit of \$41,102.40, for a total performance guarantee in the amount of \$411,024.00 in connection with a development project located upon the properties known as Block 3, Lots 2.01, 4.01, 6 and 9.01 which guarantee must be posted before starting construction of the improvements; and

WHEREAS, the Governing Body of the Borough has been advised by the Planning and Zoning Department that a performance bond in the amount of \$369,921.60 has been issued by Swiss ReCoperate Solutions, American Insurance Company, 1450 American Lane, Suite 1100, Schaumburg, IL 60173 for Block 3, Lots 2.01, 4.01, 6 and 9.01; and

WHEREAS, the Governing Body has been advised by the Borough Planning and Zoning Department that 176 Riverside LLC posted a cash deposit in the amount of \$41,102.40; and

WHEREAS, the Borough’s Engineer has advised that 176 Riverside LLC is required to post an inspection fee in the amount of \$62,329.16; and

WHEREAS, the acceptance of this performance guarantee is permitted and in accordance with the provisions of the New Jersey Municipal Land Use Law and the Borough’s Planning and Development Regulations:

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the Borough of Red Bank, County of Monmouth, State of New Jersey as follows:

1. That the Governing Body does hereby accept the performance bond in the amount of \$369,921.60 has been issued by Swiss ReCoperate Solutions, American Insurance Company, 1450 American Lane, Suite 1100, Schaumburg, IL 60173 and the cash deposit in the amount of \$41,102.40 from 176 Riverside Avenue, LLC for Block 3, Lots 2.01, 4.01, 6 and 9.01; and

2. That the Governing Body does hereby accept the inspection fee in the amount of \$62,329.16 from 176 Riverside Avenue, LLC for Block 3, Lots 2.01, 4.01, 6 and 9.01; and
3. That a certified copy of this resolution be forwarded to the Chief Financial Officer, the Borough Planning and Zoning Department, and 176 Riverside LLC.

**BOROUGH OF RED BANK
COUNTY OF MONMOUTH**

RESOLUTION NO. 25-64

**RESOLUTION AWARDING A FAIR AND OPEN PROFESSIONAL SERVICES
CONTRACT TO ARCHITECTURAL HERITAGE CONSULTANTS, LLC TO
PREPARE HISTORIC DESIGN GUIDELINES AND ARCHITECTURAL SURVEY FOR
THE BOROUGH OF RED BANK**

WHEREAS, the Borough of Red Bank Historic Preservation Commission (the “Commission”) properly advertised a Request for Qualifications seeking fair and open proposals to furnish and deliver professional services to the Borough; namely, the preparation of historic design guidelines and architectural survey for the Borough as recommended by the 2023 Master Plan; and

WHEREAS, sealed proposals were received from applicants on or before the deadline set forth in the Request for Qualifications and publicly reviewed by the Borough’s Historic Preservation Commission for selection of the best applicant to perform professional services for the Borough in connection with the preparation of historic design guidelines and architectural survey for the Borough; and

WHEREAS, given the review and recommendation of the Commission, Architectural Heritage Consultants, LLC of Hoboken, New Jersey appears best qualified to provide the services of the type and nature requested; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40:11-1 et seq.) requires that the resolution authorize this award of the contract for “Professional Services” without competitive bids and the contract itself must be available for public inspection;

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the Borough of Red Bank, County of Monmouth, State of New Jersey, that:

1. The Borough Manager is hereby authorized and directed to enter into a professional services contract with Architectural Heritage Consultants, LLC of Hoboken, New Jersey in an amount not to exceed \$60,000.00 to perform professional services for the Borough in connection with the preparation of historic design guidelines and architectural survey for the Borough; and
2. The engagement of Architectural Heritage Consultants, LLC is exempt from bidding as a professional service under N.J.S.A. 40A:11-5.1(a)(i), and is being awarded under a “fair and open” process in accordance with New Jersey’ Pay-to-Play law.

3. Notice of the Resolution shall be published in the designated official newspapers as required by law within ten (10) days of the passage of this Resolution.
4. A certified copy of this resolution be forwarded to the Borough Manger, Chief Financial Officer, Historic Preservation Commission, and Architectural Heritage Consultants, LLC.

**BOROUGH OF RED BANK
COUNTY OF MONMOUTH**

RESOLUTION NO. 25-65

**RESOLUTION AUTHORIZING EXECUTION OF A DEVELOPER'S AGREEMENT
121 MONMOUTH STREET, LLC (121 MONMOUTH STREET, RED BANK, NJ-
BLOCK 42, LOTS 7, 8, 9, 10 & 11.01)**

WHEREAS, the Borough of Red Bank is a duly organized Municipal Corporation of the State of New Jersey; and

WHEREAS, the Red Bank Zoning Board of Adjustment is a duly organized Land Use Board, organized and existing in accordance with the Rules and Regulations of the State of New Jersey and the Borough of Red Bank; and

WHEREAS, on or about September 23, 2019, Agents of 121 Monmouth, LLC submitted a Development Application to the Borough of Red Bank; and

WHEREAS, the said Application involved the property located at 121 Monmouth Street, Red Bank, NJ, more formally identified as Block 42, Lots 7, 8, 9, 10 and 11.01; and

WHEREAS, the said Application sought Preliminary and Final Major Site Plan Approval, Subdivision Approval, Use Variance Approval, Floor Area Ratio Variance Approval, Density Variance Approval, Height Variance Approval, and Bulk Variance Approval to effectuate the following:

- Subdivision of the Lot 9 property into 2 separate Lots and consolidation of the remaining Lots;
- Demolition of some of the existing structures / buildings on the site;
- Construction of a Mixed Use Building, containing 45 residential units, approximately 1,315 SF of retail space, and approximately 690 SF of 1st floor office space;
- Construction of an at grade parking area beneath the new building;

- Installation of paved driveways and walkways;
- Installation of drainage / utility improvements; and
- Limited curb replacement; and

WHEREAS, the said Application was conditionally approved by the Red Bank Zoning Board of Adjustment; and

WHEREAS, a Resolution memorializing the aforesaid approval was adopted by the Red Bank Zoning Board on or about November 3, 2022; and

WHEREAS, the said Resolution of Conditional Approval is incorporated herein at length; and

WHEREAS, as a condition of the aforesaid approval, the Applicant's representatives are required to execute a Developer's Agreement with the Borough of Red Bank; and

WHEREAS, the execution of such a Developer's Agreement will memorialize the Developer's various construction / development-related obligations; and

WHEREAS, the proposed Developer's Agreement is attached hereto; and

WHEREAS, the execution of such a Developer's Agreement will be in the best interest of the Borough of Red Bank and the residents thereof;

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

1. That the Borough of Red Bank is hereby authorized to execute the attached Developer's Agreement, or a document substantially similar thereto.
2. That prior to signing, the said Developer's Agreement shall be reviewed and approved, as to form and content, by the Borough Attorney, the Borough's designated Engineer, and any other Municipal Officials as the Borough of Red Bank may require.
3. That the within Resolution shall take effect immediately.

4. That the Mayor, the Administrator, the Borough Clerk, and other municipal representatives are hereby authorized to sign any and all documents necessary to effectuate the intentions of the within Resolution, including, but not limited to, the attached Developer's Agreement, and / or document substantially similar thereto and / or any associated New Jersey Department of Transportation permits associated therewith.

DEVELOPER'S AGREEMENT

THIS AGREEMENT entered into this ____ day of _____, 2025

BY AND BETWEEN THE FOLLOWING:

BOROUGH OF RED BANK, a Municipal Corporation of the State of New Jersey, having its principal office located at, 90 Monmouth Street, Red Bank, New Jersey 07701 (hereinafter referred to as the "Borough" or "Municipality" or "Red Bank")

AND

121 MONMOUTH STREET, LLC, a Limited Liability Company of the State of New Jersey, having its principal business office located at 494 Sycamore Avenue, Shrewsbury, NJ, 07702 (hereinafter referred to as "Developer" or "Applicant")

WHEREAS, the Developer previously submitted a development application (hereinafter referred to as the "Application" or "Project" or "Development") to the Borough of Red Bank; and

WHEREAS, the said application involved the property located at 121 Monmouth Street, Red Bank, NJ, more formally identified as Block 42, Lots 7,8,9,10, and 11.01 (hereinafter referred to as the "Property", "Site", or "Premises") and

WHEREAS, the said application was presented to the Red Bank Zoning Board of Adjustment (hereinafter referred to as the "Board" or "Zoning Board"); and

WHEREAS, the said application sought Preliminary and Final Major Site Plan Approval, Subdivision Approval, Use Variance Approval, Floor Area Ratio Variance Approval, Density Variance Approval, Height Variance Approval, and Bulk Variance Approval to effectuate the following:

- Subdivision of the Lot 9 property into 2 separate Lots and consolidation of the remaining Lots;
- Demolition of some of the existing structures / buildings on the site;
- Construction of a Mixed Use Building, containing 45 residential units, approximately 1,315 SF of retail space, and approximately 690 SF of 1st floor office space;

- Construction of an at grade parking area beneath the new building;
- Installation of paved driveways and walkways;
- Installation of drainage / utility improvements; and
- Limited curb replacement; and

WHEREAS, the said application was approved by the Zoning Board on or about November 3, 2022

WHEREAS, a memorializing Resolution was thereafter adopted by the Zoning Board; and

WHEREAS, the said Resolution is incorporated herein at length; and

WHEREAS, the Approvals call for certain improvements and the Developer has agreed to construct the referenced improvements as shown on the submissions and records comprising the Developer's approved application, all of which are made part of the within Agreement by reference hereto, as though fully set forth at length (the "Site Plan"),

NOW, THEREFORE, the parties to the within Agreement, for and in consideration of the mutual promises and covenants to each other and for the other good and valuable consideration, including the Major Site Plan and variance approval granted by the Board, hereby agree for themselves, their successors and assigns, as follows:

1. **Application of the Agreement:** The terms and conditions of the within Agreement shall be applicable only to the specifically approved project by the Developer, unless otherwise provided for in the within agreement.
2. **Developer Bound:** The Developer agrees to be bound by the testimony, representations, commitments, matters of fact and matters of law which constitute the file and record of the Board in the subject matter, and the Defendant furthermore agrees that is shall faithfully discharge all of the obligations and commitments thereof.
3. **Construction Subject to Ordinance:** The Developer shall construct in accordance with the specifications of the Ordinances of the Borough of Red Bank, as amended to date, in a manner satisfactory to the Board Engineer and in accordance with the site plan improvements as set forth on the "Site Plan" including, but not limited to, the installation of any items specifically set forth in

the above-referenced Resolution of the Board. Developer shall perform all requisite work in full compliance and observation of all Ordinances of the Borough of Red Bank. The Developer shall be responsible for securing all permits required by law including road opening permits and others required by the ordinances of the Borough of Red Bank and to pay the requisite fees/inspection fees/ escrow fees called for under appropriate Borough fee schedules.

4. Performance Guarantees: Developer shall post with the Borough performance guarantees with adequate surety to ensure the faithful completion of the Improvements in the manner and amounts required on the approved plans, which the Developer is responsible for, by the Board Engineer, subject to the approval of the Borough Attorney. Any partial reduction granted in the performance guarantees pursuant to N.J.S.A. 40:55D-53 shall be applied to any cash deposit in the same proportion as any original cash deposit bears to the full amount of the performance guarantee. In addition, all taxes, assessments, escrows, and fees for the property must be paid prior to the release of all performance guarantees. As used herein, "Improvements" shall be defined as: Curb, Hardscape, Pavement, Traffic Signs, Storm Drainage System, Hydrants, Landscaping, Street Trees, Street Lighting, and other similar features.

5. Performance Guarantee Replacement: In the event that any insurance company, financial institution, or other entity issuing a performance guarantee hereunder shall be subject to a reorganization, rehabilitation or other action whereby a State or Federal agency has taken over management of the entity or, if in reasonable opinion of the Borough, the circumstances and conditions of the entity results in the Borough declaring, in its sole discretion, it feels its interests are jeopardized, the Developer, shall within 60 days of such written notification sent by the Borough, replace the performance guarantees in a form / manner approved by the Borough. If requested by the Developer, and provided suitable replacement guarantees have been submitted to, and approved by the Borough, the Borough shall adopt a resolution conditionally releasing the jeopardized, or potentially jeopardized performance guarantees.

6. Lapsed Performance Guarantee: In the event any performance guarantee shall lapse, be cancelled or withdrawn or otherwise not remain in full force and effect, the Developer, until a replacement guarantee has been deposited with and approved by the Borough, shall cease and desist any and all work on the project or development, except for minor work for safety specifically authorized, in writing, by the Borough's Construction Official.

7. Engineering Escrow: The Developer shall submit and maintain an engineering escrow in the manner and amount required by the Borough (in accordance with any Prevailing Statutory / Ordinance Requirements). If the said escrow should be exhausted, or nearly exhausted, the Developer shall pay such additional funds, as determined by the Borough.

8. Legal Fee Escrow: The Developer shall submit and maintain a legal escrow in the manner and amount required by the Borough (in accordance with any Prevailing Statutory / Ordinance Requirements). If the said escrow should be exhausted, or nearly exhausted, the Developer shall pay such additional funds, as determined by the Borough.

9. Water and Sewer Fees: The Developer agrees to pay to the Borough of Red Bank, based on the approved plan, the following fees in full prior to the issuance of the Construction / Building Permits for the premises:

- a. Sewer construction fees: (As determined by the Borough)
- b. Water connection fees: (As determined by the Borough)
- c. Water Vulnerability fee: (As determined by the Borough)

Total Water, Sewer and Water Vulnerability Fee: (As determined by the Borough)

10. Withholding Permits/Certificates of Occupancy: Developer understands and agree in the event it is in violation of any terms of this Agreement, the Borough may, in its discretion, withhold the issuance of any further building/construction permit(s) and/or certificate(s) of occupancy until the violation has been corrected. Developer understands and acknowledges that all conditions contained in the record of proceedings in the within matter, including any agreements made by the Developer, were absolutely essential to the Board's decision to grant the approval referenced herein. A breach of any such condition, or a failure by the Developer to adhere to the material terms of the Zoning Board approval, within the time required, (or any agreed upon extension) shall potentially result in the automatic revocation of the Zoning Board approval and shall terminate the right of the Developer to obtain construction/building permits, certificates of occupancy and/or any other governmental authorizations necessary in order to continue development of the specified project.

11. Completion of Improvements: The Improvements contemplated in the within Agreement and in the Approvals shall be performed and completed within a period of three (3) years from the date hereof, or such additional periods of time as may be granted by the Borough, in writing, in accordance with N.J.S.A. 40:55D-52, and prior to the issuance of a certificate of occupancy. The

failure of the Borough to declare the Developer in default upon the expiration of the three (3) years and/or the willingness of the Borough to allow Developer additional time to complete the Improvements shall not be deemed a waiver of any of the Borough's rights under the within Agreement. The issuance of a certificate of occupancy by the Borough within the three (3) year period shall not be deemed a waiver for any defects ascertained/discovered during said period, or any period subsequent thereto.

12. Payment(s) and Condition(s) Precedent: Any payments, posting of bonds or other financial obligations required to be performed by the Developer in the Agreement, unless specifically set forth otherwise, shall be completed and / or performed prior to the issuance of any Building/Construction Permits to the Developer.

13. Assignment/Sale of Premises: In the event the property is sold or otherwise conveyed by the Developer prior to the installation of all Improvements, the Developer shall have the right, with the formal consent / authority of the Borough, to assign both the performance guarantees and the within Developer's Agreement to a subsequent qualified Developer. Any such assignment agreement shall also be formally reviewed / approved / authorized by the Borough of Red Bank, in writing, in the Borough's sole and absolute discretion. In the event a subsequent developer tenders new guarantees to the Borough, the same shall be reviewed and approved by the Borough and by the Borough Attorney (as to form and content) prior to acceptance, and prior to release of the initial Developer's performance guarantees.

14. Record Drawings: The Developer shall provide to the Borough, by filing with the Board Engineer, record drawings of all improvements and utilities, including water, sanitary sewer and storm drainage, as constructed by the Developer both within its development site and off track. The said drawings shall be reviewed / approved by the Board Engineer. Said record drawings shall be in conformance with applicable Borough standards, and shall be both in hard copy and on disc. A final and duly certified survey of the site shall be submitted at the time of request for a Certificate of Occupancy.

15. Maintenance of Project: During the course of construction and until the time of final acceptance of Improvements, the Developer shall: (1) keep the site free of dirt, stone, mud and other debris; (2) maintain and keep all storm drainage within the site free from accumulation of debris and leaves. "Final Acceptance" of Improvements for the purpose of the within provision is deemed to be the date upon which the Improvements are accepted by the Borough, the final maintenance guarantees for the same are posted with the Borough and a resolution of

acceptance is formally adopted by the governing body of the Borough. Unless the Law allows / provides otherwise, the said maintenance guarantees shall be posted with the Borough for a period of not less than two (2) years in an amount not less than fifteen (15%) percent of the cost of the Improvements.

16. Public Roadways to be Maintained: Developer shall be responsible for the cleaning and sweeping of the public roadways at the point of entrance to and exit from the Developer's project to avoid the accumulation of debris and to maintain the public roadways in a clean and safe condition. In the event that the Developer fails to perpetually maintain the roadways in accordance with the foregoing standards, the Borough may cause same to be completed and the Superintendent of the Department of Public Works, or his/her designee, shall certify the Borough's expense in connection herewith to, the Borough CFO and the Borough Tax Collector. Said amount shall constitute a lien upon the premises and permission is hereby given that such lien may be recorded in the office of the Monmouth County Clerk.

17. Deeds and Affidavits of Title: Developer shall provide to the Borough such documents, including, but not limited to, deeds, affidavits of title, corporate resolutions to convey, and a letter from the title insurance company which letter shall certify to the Borough that the Grantor is the fee owner of the property and has the ability to transfer the interest conveyed without encumbrances as are necessary to convey a valid, marketable and insurable easement(s) or fee title, as the case may be, for such dedications, if any, of property or easements as may be required by the Approvals.

18. Borough Observation, Access, and Inspections: The Borough, its consultants, employees, agents, representatives, and professionals (to be liberally construed) (with equipment / machinery) shall (without Notice) be given free access to the property to observe construction of the subject development, including, but not limited to, roadways, sanitary sewers, water mains, storm sewers, landscaping, buffer areas and appurtenances associated with the approved plan. The purpose of such observations shall be limited to providing the Borough with a greater degree of confidence that such improvements shall be constructed in accordance with the Developer's approved submittals. The Borough, or its representatives, consultants, employees, professionals, or agents, shall not supervise, direct or have control over the Developer's work during such observations or as result thereof, nor shall they have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the Developer, for the safety precautions and programs incident to the work of the Developer, or for any failure of the Developer to comply with applicable laws, rules, regulations,

Ordinances, codes or orders. It is further understood by all parties, that the Developer is not an agent, representative, or employee of the Borough.

19. Construction Schedule:

The Developer shall construct, in accordance with the specifications and design standards of the Borough Ordinances, and in a manner satisfactory to the Board Engineer, all Improvements, including, but not limited to, the installation of those items specifically set forth herein. The following construction sequence shall be adhered to, in sequence, by the Developer for the within construction project.

- a. Prior to issuance of construction/building permits or commencement of construction, all conditions of the Zoning Board Resolution shall be satisfied, the plans shall be signed / accepted by the Borough/Zoning Board, and all performance bonds, maintenance guarantees, inspection fees and other required fees and contributions shall be posted with the Borough (and the bonds shall also be subject to the review and approval of the Borough of Red Bank, and the Borough's Legal / Engineering Representatives). In accordance with the MLUL, Developer agrees to make a deposit of cash or Letter of Credit (LC) in a sum to be determined by the Borough, on the recommendation of the Board Engineer. A performance guarantee for all approved plan Improvements, in a form and amount to be similarly approved, by the Borough of Red Bank shall be posted. The cash deposit or LC shall be held in the name of the Borough, and may be expended / utilized by the Borough to complete the improvements provided for in the specified Zoning Board Approval in the event said Improvements are not accomplished by Developer within the time as provided in the Approval or as may otherwise be agreed upon by the parties hereto in the within Agreement. As may be required by the Approval, the Developer shall post a performance guarantee (in the form of cash, bond, or Letter of Credit), which may be used to pay for any repairs for damage caused by the Developer or its agents, contractors, representatives, or vendors to public facilities resulting from construction of the Project. Developer is responsible for any damage caused by, or related to, construction of the Project which it fails to correct or repair. Any obligation of the Developer to repair damaged public facilities caused by the Developer shall be required only after the Developer is given written notice of the damage, and a 30-day opportunity to correct or cure the same (unless, in the opinion of the Board Engineer, a shorter timeframe is warranted because of a threat to the Public health and safety). Continuous maintenance and repair of municipal roadways damaged during the course of construction shall be an express and continuing obligation of the Developer, subject to the foregoing provisions.
- b. Prior to issuance of zoning, development and construction permits, the Board Engineer must certify, in writing, and find that all conditions of the Approval are satisfied, including, but not limited to, the grant of authority to the Borough (at no cost) to exercise jurisdiction over the entire Project

under Title 39 of New Jersey Statutes (should the Borough wish to receive such authority).

- c. A minimum seventy-two (72) hour prior notice of intent to begin construction shall be given to the Board Engineer. Notice may be made by phone or email, but must be confirmed by certified mail, at least seventy-two (72) hours prior to any site activity.
- d. The Developer shall provide a written explanation by regular mail to property owners within 200 feet of the site and other interested parties as directed by the Board Engineer. The letter shall inform the recipients of the anticipated construction sequence and timing and shall be sent a minimum of two weeks prior to commencement of construction.
- e. Construction traffic shall be permitted to gain access to the site only through the construction access route specifically approved by the Board Engineer. The construction access shall be maintained throughout the course of construction so as to provide safe, adequate, and appropriate emergency vehicular access to the construction site. Developer shall arrange for, and be responsible to pay, for all costs of traffic control officers and vehicles as otherwise required under Borough ordinances and as provided in the Agreement between the Borough and Red Bank PBA Local #39. The cost of vehicles shall be \$85.00 per hour (or higher amount if so authorized by Borough Protocol / Policy). The Board Engineer and the Borough must approval any change in construction access.
- f. Site Mobilization. Vehicles and manpower may access the site to commence the construction activities described in the within Developer's Agreement.

20. Completion of Improvements:

- a. Once completed, the installed system shall be dedicated to the Borough of Red Bank, and formally accepted by the Borough of Red Bank.
- b. As permitted by law and as may be required by the applicable utility company, the Developer shall post the upfront "contributed installation" costs for each street light fixture.
- c. All site Improvements shall be completely constructed within a period of 36 months from the date of the within Agreement. The within timeframe shall not be deemed to be or otherwise constitute any type of statutory / local extension of any prior Board Approval. To the extent necessary, the Developer is required to obtain any necessary extension of approvals. The issuance of a Certificate of Occupancy by the Borough shall not be deemed a waiver or release of any defect found in the Improvements or acceptance of the Improvements during said period, or subsequent thereto.

21. Soil Erosion and Sediment Control:

- a. Precautions relating to dust control shall be identified on the approved soil erosion and sediment control plans and shall otherwise comply with the detail sheets in the latest version of the "Standards for Soil Erosion and Sediment Control in New Jersey" (hereinafter referred to as "Standards"). Developer agrees to sweep, as frequently as determined to be reasonable necessary by the Standards, the FSCD or the Board Engineer, any and all public roadways where tracking of sediment occurs on one or more instances during any given day. Developer further agrees that it shall be solely responsible for any sediment tracked onto public roadways by any and all of its agents or subcontractors, and any damage caused by the same, until issuance of the Certificate of Occupancy. In addition, Developer agrees that any and all sediment tracked onto public roadways shall be immediately removed by the Developer. In the event that the Developer fails to fulfill its obligation to immediately remove sediment in roadways, the Borough may, without any obligation to do so, assume the said obligation and back charge the Developer, at prevailing rates, for manpower and equipment necessary. (The Developer shall reimburse the Borough within 30 days of receipt of any invoice / bill). The Developer shall release, defend, indemnify, and hold the Borough and its contractors/agents/representatives/consultants/professionals harmless from any and all liabilities/losses/damages associated with the work performed in the said regard.
- b. The Developer shall be solely responsible for inspection and maintenance of all soil erosion and sediment control measures ("Measures") shown on the approved plans or the Standards. Upon noticing any deficiencies in either the maintenance or effectiveness of the approved Measures, or upon receipt of notice of the same by the Board Engineer, the Developer agrees to take immediate action to correct said deficiencies, in a fashion acceptable to the Board Engineer. Such action may include, but not be limited to, restoration of the approved Measures or providing a design for new measures by a New Jersey licensed professional Engineer according to the Standards to correct said deficiencies. No new designs can be implemented or used without prior written approval by the FSCD and the Board Engineer.
- c. The Developer agrees to prevent sediment from leaving the site according to the Soil Erosion Act of New Jersey. The Developer further agrees to be solely responsible for any and all damages resulting from sediment leaving the site. The Developer also agrees to provide dust control as required, according to the Standards, in order to prevent negative impacts to adjacent areas.
- d. The Developer agrees to notify any contract purchaser of the Project, in writing, that upon purchasing the property, the new Owner / Developer shall become solely responsible for proper maintenance and installation of all soil erosion and sediment control measures, devices, appurtenances, etc.

22. Traffic Control and Roadway Closing:

- a. With respect to traffic, the Developer shall adhere to an approved design based upon the Manual on Traffic Control Devices, specifically the section on construction maintenance signs. The existing structural condition of roadways accessing the site shall be documented as outlined, and the Developer shall be responsible for all repairs to the said roadways resulting from damage caused by the Developer's traffic and construction activity. Repairs of all distressed pavement found to be the Developer's responsibility shall be made prior to issuance of the Certificate of Occupancy. A separate cash guaranty for said maintenance and repair shall be posted prior to construction as outlined in herein.
- b. The Developer agrees there shall be no parking of construction related vehicles on or within any existing public right-of-way. The Developer and its subcontractors shall become familiar with and utilize all specifically approved truck routes and follow weight limits of all access routes to the Project.
- c. In the event of any road closures, the Developer further agrees to first seek the written approval of the Board Engineer and Borough. The Developer is also aware that appropriate detour traffic signs shall be in place and there shall also be prior written notice to the Police Department, all emergency services, and the public at large.
- d. Unless otherwise indicated, the Developer agrees to be responsible for the installation, maintenance, and removal of all traffic control signs and traffic safety devices until such time as all site construction is completed, and a Certificate of Occupancy has been issued.
- e. Developer shall post a separate cash guaranty or irrevocable letter of credit in an amount determined by the Board Engineer for the repair of any municipal roadway pavement damaged as a result of construction traffic and Developer further agrees to obtain a soil removal permit as required by Prevailing Regulations.
- f. In exchange for \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, and unless otherwise waived by the Borough, in writing, the Developer hereby grants Title 39 permission (N.J.S.A. 40:39-1 et seq.) to the Borough of Red Bank to permit the enforcement of traffic / motor vehicle regulations, said requests to be submitted to the Borough thirty (30) days prior to the commencement of site work.

23. Damage to Public and Private Property:

- a. The Developer shall use reasonable and good faith precautions to prevent damage to public and private property, trees, landscaping, and structures along and adjacent to the Project. The Developer agrees, at Developer's cost, to make all necessary arrangements with the respective utility companies prior to relocation or interruption of service.

- b. The Developer agrees not to enter upon or make use of any private property abutting or in proximity to the Project, except where permission is secured in writing therefore from the affected owner. The Developer agrees to restore or repair, in a reasonable manner satisfactory to the owner, such property which may be damaged by those in the Developer's employ / control / direction during the execution of the Project. The Developer agrees to move heavy equipment over existing pavement as little as possible. Where, in the opinion of the Board Engineer, the Developer or its agents have damaged existing pavement, the Developer agrees to restore such pavement to its original pre-disturbance condition.
- c. Failure to correct damage to public and private property caused by those in the Developer's employ / control / direction shall render the Developer in breach of the within Agreement and subject Developer to the remedies prescribed herein or as otherwise allowed under Law.

24. Construction Inspections and Specifications:

- a. The Developer agrees that all construction methods and materials shall comply with the New Jersey Department of Transportation "Standard Specifications for Road and Bridge Construction," unless otherwise shown on the approved plans or amended herein. In the case of conflicting specifications or details, the more restrictive regulations shall apply.
- b. Construction inspection shall be performed under the supervision of the Board Engineer. The Developer agrees to request, in writing, inspection by the Board Engineer a minimum of two (2) business days prior to beginning any of the following activities:

Soil Erosion and Sediment Control measures, preparation of road subgrade, curb and gutter (forms), curbs and gutter (material placement), road surface and paving, sidewalk (forms), sidewalks (material placement), storm drainage pipes and other drainage or flood control facilities (including detention), street and traffic control signs, sanitary sewer trench compactor, water main trench compactor and services, landscaping, traffic safety measures, paving of parking areas and parking lot striping.

- c. The Developer understands and agrees that the failure to request inspection as set forth herein may result in uninspected Improvements being summarily rejected, removed, and/or replaced, and not eligible for bond release.
- d. The Developer understands and agrees that in addition to the above, random and periodic inspections of the site are required/permitted to ensure compliance with the subject Developer's Agreement. The Borough is, at any time, and without notice, permitted to make such inspections without notice to the Developer or its site representative.
- e. The Developer agrees that inspection by the Borough of the Improvements and/or utilities shall not operate to subject / expose the

Borough or its agents, employees, professionals, or consultants to claims, suits or liability of any kind (which may at any time arise because of defects or negligence caused by the Developer or its agents during or as a result of construction / development). The Developer recognizes its responsibility to maintain safe conditions at all times during construction, prior to acceptance of the Improvement by the Borough, and during the Developer's required maintenance period after formal Borough acceptance. The Developer agrees to provide proper utilities, Improvements and site accessibility at all times during construction.

- f. The Developer agrees that the Borough (and its agents, employees, professionals or consultants) shall not have control or charge of construction means, methods, techniques, sequences, procedures or safety precautions and programs in connection with the work and therefore, the Developer shall not be held responsible for or have control or charge over any acts or omissions of the Developer, its contractors and subcontractors, or any of the Developer's contractors or subcontractors agents or employees or any other person performing any work related to the Development. The Developer agrees however, that nothing herein shall preclude the Borough from exercising all available remedies, including injunctive relief, to ensure compliance with the terms and conditions of the within Agreement, or to otherwise protect and promote public health, safety, and welfare.

25. Developer Representative on Site: Developer agrees to maintain an authorized English-speaking representative on site, at all times, who is a competent and responsible person under the Occupational Safety and Hazards Act , while site Improvements installation or construction of buildings, or development is in progress or otherwise ongoing (to be liberally construed). The said representative shall have authority to correct any deficiency and to correct any unsafe conditions as noted by the Board Engineer, Public Works Superintendent, Municipal Construction Official, the Director of Community Development, Zoning Officer, or their authorized representatives. The Developer shall be responsible for notifying the aforementioned Municipal officials of the name, address, e-mail address, and telephone number of the authorized representative. Failure to provide onsite representation shall render the Developer in breach of the within Agreement and subject Developer to the remedies prescribed herein, and as otherwise allowed at law / equity.

26. Permits:

- a. Developer agrees to obtain and keep in its possession at the job site all local, State and Federal permits and Approvals required to construct the Project, or to perform any activity required to construct the Project . The Developer shall present true copies of the Permits to Borough Officials (when requested to do so). Developer agrees to provide any and all notices required by said permits. Developer's authorized representative shall, at

all times, possess on-site copies of all permits and approved plans issued (for inspection purposes).

- b. In the event that there is any violation of any local, State or Federal permit, the Developer shall provide the Board Engineer with notice of any such violation within twenty-four (24) hours of receiving the notice of violation.

27. Affordable Housing Compliance: All required / prevailing Affordable Housing obligations / directives / contribution / agreements / payments shall be satisfied prior to the issuance of a Certificate of Occupancy, or earlier, if required by the Borough.

28. Construction and Maintenance of Roadway, and Stormwater Management Areas:

- a. Developer shall be solely responsible for the construction and maintenance of all roadways within the property as hereinafter may be constructed in accordance with the Zoning Board Approval. Developer shall provide the necessary easements to the Borough permitting access for the purpose of delivering municipal services over said roadways of the Property.
- b. Developer shall be solely responsible for the construction of any and all utilities, including, but not limited to electricity, water, sewer, storm drainage, cable television, street and exterior lighting and fire prevention, subject to the rights and obligations to: (a) complete such utilities and other Improvements as may be required for each section or phase as set forth in the Approvals and the within Agreement, and (b) complete only such Improvements as may be required for the completion of each area, subject to provisions of the within Agreement.
- c. All open space as so designated in the Approval shall be set aside and maintained in accordance with N.J.S.A. 40:55D-43 and other Prevailing Provisions of the Borough's Regulations. Developer agrees that the maintenance of such open space shall be provided specifically by deed restriction and such other fashion as deemed necessary by the Board Engineer. Any and all areas designated on the Approval as wetlands or wetlands buffers shall be deed restricted, except for those lands for which State and Borough approval for development has been granted.
- d. The Developer shall assure the proper maintenance of roadways and other common elements of the site and a mechanism for the Borough to assure that the said areas are appropriately maintained during the construction and installation of the stormwater system.

29. Notice of Non-Compliance: At its discretion, the Borough shall issue a notice of non-compliance upon any violation of the within Agreement. Construction Code violations are governed by the Uniform Construction Code, and the same are not modified/relaxed by the within Agreement. The Developer agrees to eliminate any violation within forty-eight (48) hours of receipt of notice. If there is non-compliance in the said regard, The Developer shall be subject to receipt of a stop work order in accordance with the within Agreement.

However, the Board Engineer shall have the discretion to extend said 48-hour period if it is sufficiently and adequately demonstrated to the Board Engineer (in the opinion of the Board Engineer) that the Developer is diligently pursuing a remedy for the non-compliance, and the public interest is not jeopardized.

30. **Miscellaneous:** The parties hereby specifically agree as follows:

- a. Unless otherwise indicated, the Developer shall comply with any / all Prevailing Provisions of the Residential Site Improvement Standards (RSIS), as necessary / applicable.
- b. The Resolution of Conditional Approval, as adopted by the Red Bank Zoning Board of Adjustment is incorporated herein at length.
- c. The approved Plans submitted to and approved by the Zoning Board of Adjustment (in conjunction with the subject Zoning Board Application) (modified per the Conditions of the Resolution) are incorporated herein at length as well.
- d. Any and all Easements necessary to be prepared, conveyed, issued, shall be reviewed and approved by the Borough Council of the Borough of Red Bank, the Board Engineer, and the Borough Attorney (or his / her designee).
- e. All Provisions of the within Agreement shall comply with Prevailing New Jersey Law, as may be amended from time to time.
- f. In the event that any of the terms of the within Agreement are more stringent than those set forth in the prevailing municipal regulation or the Resolution, the Developer hereby agrees to comply with the more stringent provisions of the within Agreement.
- g. The Developer understands and agrees that no clearing, grading, land disturbance, or removal of trees in any areas designated on the plans as an area of disturbance shall take place until such time as all necessary State, County and Local Permits are obtained. Developer further understands and agrees that no construction/building permits will be issued by the Borough until the Developer complies with all Borough Ordinances and obtains all required permits and approvals from the State, Federal, and Local agencies, the County of Monmouth, and all other Agencies with jurisdiction over the matter. The Developer shall, at Developer's cost, obtain all necessary permits for work within public rights-of-way. The Developer shall also obtain, at Developer's cost, all necessary permits for excavation, curb removal, and road opening as well as any Soil Permit which may be required.
- h. Construction activity shall be prohibited on Sundays, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. The Developer further agrees to restrict all construction

activity for site work and exterior construction to the hours of 8 a.m. to 6 p.m. Monday through Friday and 8 a.m. to 4 p.m. on Saturdays (unless other more stringent restrictions have been adopted by the Borough of Red Bank and, in which event, such stricter Regulations shall apply). In addition, the Developer agrees to restrict all interior construction activity to the hours of 8:00 a.m. to 8:00 p.m., Monday through Friday, and 8 a.m. to 4 p.m. on Saturdays (unless other more stringent restrictions have been adopted by the Borough of Red Bank and, in which event, such stricter Regulations shall apply). The Developer agrees to restrict the delivery of equipment, materials, and vehicles as defined in the Borough Code during the same hours. The Developer may seek a formal written waiver of the said time restrictions from the Borough Council of the Borough of Red Bank, and for good cause, the Borough may grant such relief, in writing.

- i. All noise generated by construction activities shall also comply with the General Ordinances of the Borough of Red Bank, and the rules and prevailing policies of the State of New Jersey, and the New Jersey Department of Environmental Protection, with the more restrictive provisions applying / controlling.
- j. All real estate taxes and assessments on the entire property encompassed by the Approval shall be paid in full, as same become due, based upon bills and invoices duly prepared and issued by the Tax Collector of the Borough of Red Bank (or his / her Agents) for said property. Failure to pay taxes shall be considered an event of default, and shall entitle the Borough to avail itself to all remedies set forth herein and/or as otherwise authorized by any other law.

31. Remedies:

- a. The Borough may declare Developer in default under the within Agreement, provided written notice of the facts giving rise to said default is provided to Developer, and a thirty-day period is provided within which Developer may cure or demonstrate the ability to cure such default. In the event the default is not cured within such thirty-day period, but Developer has demonstrated to the satisfaction of the Borough the ability and willingness to cure said default and has commenced to cure said default within said thirty-day period, and further provided the public interest is not jeopardized, the Borough may permit Developer such reasonable time as may be required to cure the default. In the event Developer shall fail to cure the default within said thirty-day period or fail to commence and diligently pursue such action as may be required to cure such default within said thirty-day period, the Borough may act to formally declare Developer in default. Included within an event of default is the failure of Developer to maintain the property as required under the Prevailing Municipal Regulations (including, but not limited to) 1) brush, grass, weeds and debris; 2) property maintenance, and/or 3) litter control. A default by Developer in the terms of the within Agreement, or the Approvals received from the Zoning Board or any other governmental authority, shall entitle the Borough to immediately issue a stop work order by the Zoning Officer, the Construction Official, the Director of Community Development, or their

respective designee(s). Upon the issuance of such an order, all construction shall cease until the order is rescinded by the appropriate official. If the default is not cured within the time period indicated in the stop work order, the Borough may proceed to exercise its right and to utilize any and all security available to cure the default. Non-compliance by Developer with any of the Prevailing Provisions of the Borough Regulations may result in enforcement by the Borough.

- b. The Borough may issue a stop work order for any construction activities associated with the Development if the Developer does not cure the violation set forth in the notice of non-compliance (which cure period shall be 48 hours, unless, in the opinion of the Board Engineer, a threat to the Public health and safety exists, in which event, there may be a shorter cure period). The Developer agrees not to resume any construction activity until written notice to proceed is received from the Board Engineer, the Director of Community Development, or a representative/designed thereof. While a Stop Work Order has been issued, the Developer may only perform any construction activity necessary to cure the noticed violation (in conjunction with written approval from the Board Engineer).
- c. The parties also acknowledge that subject to the provisions set forth herein, any dispute or breach of the terms of the within Agreement shall be resolved in the Superior Court of NJ (Monmouth County). The parties submit to the jurisdiction of said Court and agree that any aggrieved party shall, in addition to all other available remedies, be entitled to injunctive relief on short notice. The parties also waive any right for a jury trial. In addition, and notwithstanding anything contained herein to the contrary, the parties specifically agree that the Borough of Red Bank does not waive, and, in fact, specifically reserves its right to file any appropriate complaints in the Municipal Court of the Borough of Red Bank in order to enforce its Ordinances and the compliance thereof by the Developer and its successors.
- d. The Developer understands that its failure to immediately correct any deficiency determined by the Borough to be a hazard or threat to public health or safety shall be considered automatic authorization for the Borough to have said deficiency corrected and the Borough has the right (but not the obligation) to enter the property (with workers and machinery/equipment) remedy any such defects. The Developer agrees to reimburse the Borough for all reasonable costs (including legal fees) resulting from the repair/cure of said deficiency and all reasonable costs of damages resulting from the Developer's lack of response to correct said deficiency or failure to successfully correct/cure the said deficiency.

32. **Entire Agreement:** This Agreement, together with the Approvals, sets forth the promises, agreements, conditions, and understandings between the parties hereto relative to the subject matter hereof. Except as herein otherwise specifically provided, subsequent alterations, amendments, changes, or additions to the within Agreement must be in writing and signed by every party.

33. No Waiver: Nothing herein shall be construed as a waiver by the Borough of Red Bank of the Requirements of the Ordinances of Borough of Red Bank, or any requirements or conditions of the Approval, unless such waiver is specifically stated/recited herein.

34. Successors and Assigns Bound: All the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall be binding upon the respective parties hereto and their successors, assigns and purchasers. The Approval and all subsequent approvals shall be assignable to a successor in interest by written conveyance or assignment only if approved by the Borough, and only in the event the new purchaser or assignee executes a written agreement (with the Borough of Red Bank) which is acceptable to the Borough, in which the assignee commits to all terms, conditions, and provisions of the within Agreement, the Approvals, and such other terms as the Borough may require. If the purchaser or assignee fails to execute such an agreement, the Borough shall have the right to withdraw the Approval and proceed with such other relief as may be appropriate. No assignment shall be complete until written notice has been provided to the Borough. The within Agreement shall be binding upon and inure to the benefit of Developer, and the Borough and their respective successors and assigns, and the within Agreement, or a Memorandum of the within Agreement may be recorded, at Developer's expense, in the office of the Monmouth County Clerk

35. Compliance with Applicable Laws: The Developer shall comply with all laws and regulations of the State of New Jersey, the County of Monmouth, and the Borough of Red Bank. In addition, the Developer shall comply with all environmental laws and regulations of the federal, state, and local governments. Failure to comply with the prevailing laws and any violations thereof shall be deemed to be a breach of the within Agreement. To the extent the Borough brings an action for compliance relative to the within Agreement/underlying approval, to the extent the Borough defends or participates in any litigation with regard to the project, the approval, or the within Agreement, or to the extent the Borough institutes legal challenge to the actions or inactions of the Developer, the release, hold harmless, and indemnification provisions set forth herein shall still apply. In addition, in such an event/events, the Developer shall release, defend, indemnify, and hold the Borough, the Red Bank Zoning Board, and their respective agents, representatives, employees, consultants, and professionals harmless for such violations and shall reimburse the Borough for any and all fees, judgments or penalties (including legal fees) entered against the Borough (or agents thereof) as a result of the purposeful or negligent actions or inactions of the Developer (or Agents thereof).

36. Indemnification and Attorney's Fees: Developer agrees to release, defend, indemnify, hold the Borough (and the Red Bank Zoning Board of Adjustment), their officials, officers, consultants, agents, servants, representatives, employees, and professionals (to be liberally construed) harmless from and against any and all claims, liabilities, costs, and/or expenses of every kind and nature (including reasonable attorney fees) arising from Developer's performance of the Developer's obligations pursuant to the within Agreement, the failure by the Developer to perform such obligations, any action or failure to act by the Developer with respect to the project to which the within Agreement is applicable, or in connection with any allegation of any of the foregoing, or with any aspect of the approval / construction / development. Such indemnification and/or hold harmless obligation shall extend not only to actual damages but shall also include reasonable costs and expenses of litigation, including but not limited to expenses and fees in connection with the engagement or utilization of any fact or expert witnesses as well as reasonable attorney fees (to be liberally construed). When requested by the Borough, the Developer agrees, in good faith, to aid and/or defend the Borough, its officials, officers, agents, servants, representatives, employees, consultants, and professionals (to be liberally construed) in the event any or all of same are named as defendant or defendants in any action relating to activities or obligations of the Developer arising under the within Agreement or in connection with the project to which the within Agreement applies (to be liberally construed).

37. Insurance: Because the construction activities proposed by the Developer may occur in areas adjacent to Borough owned properties and/or rights of way, and / or property actually owned by the Borough, the Developer shall name the Borough, the Red Bank Zoning Board of Adjustment, and their agents, representatives, employees, contractors, professionals, and consultants as additional insureds with respect to the property in all general liability, excess and umbrella policies it may obtain with respect to the construction / development activities on the Property. Unless otherwise required, the policy limits shall be no less than \$1 million per occurrence and \$3 million aggregate. Proof of such certificate of insurance shall be submitted to the Borough Clerk, the Board Engineer, and Borough Attorney prior to the commencement of construction/development activities. Additionally, the said certificates shall specifically provide that the said insurance coverage cannot be cancelled without 60 days advanced written notice to the Borough Clerk and the Borough Attorney, (The said certificates shall be reviewed on an annual basis until construction / development activity is completed, a Certificate of Occupancy is issued, and the Borough specifically authorizes the termination of the within insurance obligations.)

38. Preconstruction Meeting: The Developer shall provide a minimum of three (3) business days' notice to the Board Engineer prior to any construction or other work at the site pursuant to Prevailing Municipal Regulations. In addition, there shall be a preconstruction meeting with the Board Engineer prior to the commencement of any construction affecting public improvements. The Borough shall be permitted to invite any other designated Municipal representatives to attend any such meeting(s) as well.

39. Reliance of Borough: The Developer further acknowledges and understands that all of the conditions contained in the within Agreement, the record of the underlying zoning proceedings in the within matter, including any agreements made by the Developer with the Board and incorporated in the Approvals, as well as the approved Site Plan, and in the Resolution, are hereby deemed to be essential to the Borough's decision to enter into the within Agreement. A breach of any such conditions, the failure of the Developer to adhere to the terms of any agreement / obligation / conditions incorporated within the resolution, or the within Agreement, or deviation from the approved plans/resolution, shall result in a breach of the within Agreement, and the same shall terminate the right of the Developer to obtain additional construction/building permits, certificates of occupancy, or any other governmental authorizations to continue developing the project, until such time as breach has been sufficiently remedied.

40. Conditions of approval: The Developer shall also comply with the following terms and conditions:

- a. Compliance with all requirements of all ordinances of the Borough of Red Bank and all recommendations of the Board Engineer;
- b. All recommendations, conditions and requirements of the Monmouth County Planning Board and/or the New Jersey Department of Transportation, including the posting of any bonds, as may be required;
- c. Developer shall post satisfactory performance bonds to guarantee the installation of such improvements as may be required by the Board Engineer;
- d. Compliance with the Freehold soil Conservation District for a soil erosion and sediment control plan, if applicable;
- e. Approval of the Two River Water Reclamation Authority for sewer service, if applicable;
- f. Compliance with all conditions set forth in Board Resolution No. R 2022-19 which is incorporated herein by reference.

41. Condition of Issuance of Certificates of Occupancy: Upon execution of the within Agreement, subject to satisfactory completion of all of the Developer's obligations, subject to

satisfaction of all other relevant standards, and provided there is no breach / default hereunder, the Borough shall issue all building permits necessary to construct the approved structure, and site improvements provided that no Certificate of Occupancy for the property shall be issued until the formal completion and acceptance by the Borough.

42. Further Assurances: The parties agree that they shall, in good faith, reasonably cooperate with each other to effectuate the goals, objectives, and intentions of the within agreement.

43. Severability: If any terms or conditions are determined invalid by a court of competent jurisdiction, the remainder of the terms and conditions shall remain in full force and effect.

44. Interpretation of Law: The within Agreement shall be interpreted under and governed by the laws of the State of New Jersey.

45. Notices: All notices are required or permitted under this Agreement shall be in writing by first-class mail to the addresses set forth herein or as otherwise designated by the parties in writing.

IN WITNESS WHEREOF, the Developer has hereunto caused these presents to be signed by its proper authorized parties and has caused its proper seals, if any, to be affixed hereto. The Borough of Red Bank has caused this instrument to be signed by its Mayor and attested by its Clerk and does cause its proper and corporate seal to be affixed as of the date and year first above written.

121 Monmouth Street, LLC

By: 

Name: Michael Salerno

Title: Managing Member

Borough of Red Bank

By: _____

William Portman, Mayor

Witnessed: 

Name: Maria Anderson

Title: ex. ASST.

Attest: _____

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10/10/2020

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STATE OF NEW JERSEY

SS:

COUNTY OF MONMOUTH

I certify that on this 21 day of February, 2025, before me personally came Michael Salerno of 121 Monmouth Street, LLC, to me known and known to me to be the individual described in and who executed the foregoing instrument, and such person duly acknowledged to me understanding the meaning of the instrument and that he executed the same as his act and deed, and as the authorized representative of the entity named therein, and with full authority to act on its behalf, and that he is over the age of 18.

C. Dupuis



STATE OF NEW JERSEY

SS:

COUNTY OF MONMOUTH

I certify that on this ____ day of _____, 2025, _____ personally came before me and she acknowledged under oath to my satisfaction that (a) she is the Municipal Clerk of the Borough of Red Bank, the municipal corporation named in this document; (b) she is the attesting witness to the signing of this document by the proper municipal officer, who WILLIAM PORTMAN, Mayor of the Borough of Red Bank, in the municipal corporation; (c) this document is signed and delivered by the Borough as its voluntary act duly authorized by proper Resolution of the Governing Body; and (d) she knows the proper seal of the Borough was affixed to this document.

KEK/gf

S:\KevinKennedyLaw\Municipal\RBZBA\121 Monmouth Street, LLC\DEVELOPERS AGREEMENT - 121 MONMOUTH ST. - 02.20.25 - gf v.1.docx

**BOROUGH OF RED BANK
COUNTY OF MONMOUTH**

RESOLUTION NO. 25-66

EXECUTIVE SESSION RESOLUTION

WHEREAS, the members of the Borough Council are mindful of the right of the public to attend and witness meetings of the governmental bodies at which public business is discussed, and to be involved in all phases of governmental action, and

WHEREAS, the Open Public Meetings Act nonetheless recognizes the authority of a public body to exclude the public from meetings in certain enumerated instances in which disclosure of matters discussed could endanger public safety, property or other public interest, or invade individual privacy, and

WHEREAS, as authorized by the Open Public Meetings Act, NJSA 10:4-12 (b), the Borough Council has a need to meet in private session to discuss:

1. Matters expressly rendered confidential by law;
2. Matters the disclosure of which would jeopardize the receipt of federal funds;
3. Matters threatening unwarranted invasion of individual privacy;
4. Matters affecting collective bargaining of public employees;
5. Matters involving acquisition of real property with public funds, or investment of public funds, where disclosure would jeopardize such acquisition or investment.
6. Tactics and techniques utilized in protection of public safety or property, matters concerning investigations of violations of the law;
7. Matters affecting pending or anticipated litigation to which the public body may be party, matters within the attorney client privilege.
8. Personnel matters concerning the employment, appointment, evaluation, promotion or termination of a public officer or employee;
9. Deliberations which may result in the imposition of civil penalty or the suspension or loss of license or permit;

BE IT RESOLVED, that the Borough Council will meet in private session to discuss the following specific items:

Item # 7, Matters affecting pending or anticipated litigation to which the public body may be party, matters within the attorney client privilege (176 Riverside)

BE IT FURTHER RESOLVED, that the matters discussed will be disclosed to the public as determined during closed session.

**BOROUGH OF RED BANK
COUNTY OF MONMOUTH**

RESOLUTION NO. 25-67

**RESOLUTION OF THE BOROUGH OF RED BANK, COUNTY OF MONMOUTH
APPROVING THE FIRST AMENDMENT TO THE REDEVELOPMENT AGREEMENT
BETWEEN THE BOROUGH OF RED BANK AND 176 RIVERSIDE LLC**

WHEREAS, on March 13, 2019, the Borough of Red Bank (the “**Borough**”) adopted Resolution 19-67 designating 176 Riverside LLC (the “**Redeveloper**”) as the exclusive redeveloper for Block 3, Lots 2.01, 4.01, 6 and 9.01 and authorizing the execution of a redevelopment agreement; and

WHEREAS, on or about May 6, 2019, in accordance with Resolution 19-67, the Redeveloper and Borough entered into that certain Redevelopment Agreement (the “**Redevelopment Agreement**”); and

WHEREAS, on December 16, 2019, the Borough of Red Bank Planning Board (the “**Planning Board**”) adopted Resolution No. 2019-7 granting the Redeveloper Preliminary and Final Major Site Plan Approval; and

WHEREAS, on or about February 5, 2020, Park Ridge, LLC (the “**Colony House**”) filed a complaint in Superior Court challenging the Planning Board’s December 16, 2019 approvals of the Redeveloper’s project; and

WHEREAS, on March 31, 2022, a Stipulation of Dismissal was filed in the matter of Park Ridge, LLC, et al. v. Planning Board of the Borough of Red Bank, et al., dismissing claims that had challenged the Redeveloper’s site plan approvals with the Redeveloper and the Colony House reaching an agreement to sell its existing surface parking lot located upon Block 3, Lot 7.01 to the Redeveloper in exchange for the Redeveloper providing 60 parking spaces in its garage for the Colony House; and

WHEREAS, on May 16, 2022, the Planning Board adopted Resolution No. 2022-07, memorializing its decision granting Amended Preliminary and Final Major Site Plan Approval with Variances, Design Waivers and De Minimis Exceptions to demolish an existing office building and construct a five-story mixed use inclusionary affordable housing project consisting of 212 residential units (32 of which are affordable), 10,700 +/- square feet of co-working space/professional administrative offices, 2,350 +/- square feet of retail food space, parking facilities and related site improvements (the “**Project**”); and

WHEREAS, on April 9, 2024, the Redeveloper closed on the Colony House’s parking lot located upon Block 3, Lot 7.01, therefore, completing the necessary property assemblage for the Project; and

WHEREAS, on May 8, 2024, pursuant to Resolution No. 2024-05, the Planning Board extended the Redeveloper’s Planning Board approvals to May 16, 2025; and

WHEREAS, the Redevelopment Agreement requires certain amendments to accurately reflect the 2022 Planning Board approvals, including the Redeveloper’s inclusion of Lot 7.01 as part of the Project and to update the Project Schedule to account for delays caused by the former Colony House litigation and associated matters (the “**First Amendment**”); and

WHEREAS, it is the intention of the Borough to enter into the First Amendment in furtherance of the redevelopment of the Project.

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

1. The aforementioned recitals are incorporated herein as though fully set forth at length.
2. The Mayor is hereby authorized to execute the First Amendment, substantially in the form on file with the Borough Clerk, subject to modification or revision deemed necessary and appropriate by the Borough in consultation with counsel.
2. This Resolution shall take effect immediately.

Borough Council	Moved	Seconded	Ayes	Nays	Abstain	Absent
Councilmember Bonatakis						
Councilmember Cassidy						
Councilmember Facey-Blackwood						
Councilmember Forest						
Councilmember Jannone						
Councilmember Triggiano						
Mayor Portman						
ON CONSENT AGENDA	Yes ☐		No ☐			

I, the undersigned Borough Clerk of the Borough of Red Bank, in the County of Monmouth, State of New Jersey (the “Borough”) hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Borough Council of said Borough at its meeting held on March 13, 2025.

Mary Moss, Borough Clerk