

Agenda No. 14/2023

September 1, 2023

A REGULAR MEETING OF THE MAYOR AND COUNCIL OF THE BOROUGH OF
FREEHOLD WILL BE HELD TUESDAY, SEPTEMBER 5, 2023

6:30 PM REGULAR MEETING

1. Open Public Meetings Notice.
2. Salute to the Flag.
3. Roll Call.
4. Freehold Borough Board of Education Update: Dr. Rocco Tomazic, Interim Superintendent.
5. Approval of Minutes: Council Meeting August 21, 2023
6. Second Reading and Public Hearing: Ordinance #2023/22 Amending and Supplementing Chapter 10 (Vehicles and Traffic).
Resolution Adopting Ordinance #2023/22 and Authorization of Publication.
7. First Reading and Introduction: Ordinance #2023/23 Amending and Supplementing Chapter 3 "Revenue and Finance" of the Code of the Borough of Freehold Pertaining to Transfer and User Taxes on the Sale/Transfer of Medical Cannabis.
8. **CONSENT AGENDA** – Note: Matters listed under the items of "Consent Agenda" are required to conduct the day to day operations of the Borough, and will be enacted by (1) motion in the form listed below. There will be no separate discussion of these items. If discussion is desired of any items, that item will be considered separately.

CR-1 Resolution Authorizing the Ratification of the Parking and Indemnification Agreement with the County of Monmouth.

CR-2 Personnel/Appointments:

- a. Promotion of Dominica Napolitano to Technical Assistant Land Use for the Borough of Freehold, effective September 5, 2023.
- b. Appointment of George A. Nelson as a Probationary Building Management Worker for the Borough of Freehold, effective September 5, 2023.

CR-3 Applications:

- a. Taxi Driver License, Asael Velasquez Cruz, Freehold
- b. Freehold High School Homecoming Parade, 10/7/2023, 11:00 AM to 11:30 AM, beginning at 47 West Main Street to the FHS football field.
- c. Block Party License, 9/9/23, Prospect Place between Brinckerhoff Ave and Park Ave., 10:00 PM to 8:00 PM. c/o Stephanie Induddi.

END OF CONSENT AGENDA

9. Approval of Bills.
10. Public Comments.
11. Council Comments.
12. Adjournment.

Traci L. Di Benedetto / LC

TRACI L. DI BENEDETTO, RMC

BOROUGH OF FREEHOLD

COUNTY OF MONMOUTH

#2023/22

ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 10 (VEHICLES AND TRAFFIC)

WHEREAS, the Borough of Freehold (the "Borough") is a public body corporate and politic of the State of New Jersey; and

WHEREAS, the Borough has undertaken a review and analysis of parking procedures within the Borough; and

WHEREAS, it is necessary to amend rates, schedules and policies in the metered and time-limit parking areas specified herein.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of Freehold as follows:

Section I

Title 10 "Vehicles and Traffic" of the Code of the Borough of Freehold shall be amended as follows; additions to the current ordinance are noted in underline; deletions struck out.

10.14 Metered Parking

10.14.010 Definitions.

* * *

"LPR" (License Plate Recognition) shall mean an image-processing technology used to identify vehicles by their license plates.

* * *

"Pass" or "Permit" shall mean prepaid parking via hang tags, stickers, Personal Identification Numbers (PINS), and/or Prepaid cards (Smart cards, Custom Cards and license plate recognition (LPR)).

* * *

10.14.015 General Metered Parking Regulations

The following general regulations shall be applicable within the Borough:

a. Amendments to Rates. The Governing Body shall be authorized to temporarily amend the parking rates set forth herein through the adoption of a Resolution. Said amendments may be based upon the results of the demand pricing model or as otherwise needed.

b. Suspension of Metered Parking; Approval by Borough. Metered parking may be suspended as approved by the Governing Body by Resolution.

c. Passes. The Governing Body reserves the right to issue passes to its employees and or volunteers as necessary.

10.14.020 Designation of parking meter zones

a. The Borough Council is hereby authorized to establish immediately, zones to be known as parking meter zones in and upon such sides and/or such portions of the certain named streets and lots where parking is now or may be hereafter allowed by any ordinance of the Borough of Freehold. Parking meter zones shall be as follows:

1. On both sides of East Main Street/West Main Street between Center Street and Throckmorton Street

2. On the east side of South Street between East Main Street and the rail road tracks.

3. On ~~both sides~~ the North side of Court Street between ~~East~~ West Main Street and Lafayette Place.

4. Market Yard Parking Lot

5. McGackin Lot

6. Borough Hall Lot

b. 15-minute Parking. All zones shall have 15-minute parking rates which shall be one-quarter of the 60-minute parking rate but never less than twenty-five cents per hour.

c. Handicapped Parking. For metered parking spaces that are used by vehicles displaying a handicapped placard or license plate, in compliance with N.J.S.A. 39:4-207, no penalty shall be imposed for the parking overtime of persons and/or vehicles covered by N.J.S.A. 39:4-207, so long as the maximum time shall have been purchased, and so long as said individual and/or vehicle shall have been parked in one location for not more than 24 hours.

d. Disabled Veteran/Purple Heart Recipient. Disabled veterans and recipients of the Purple Heart are exempt from the payment of municipal parking meter fees when a motor vehicle owned by the disabled veteran or the Purple Heart recipient displays disabled veteran's or Purple Heart license plates or a placard issued by the New Jersey Motor Vehicle Commission, unless the vehicle has been parked in one location for more than 24 hours.

* * *

10.14.080 Enforcement

* * *

c. Tow away. Any unoccupied vehicle parked or standing in violation of this chapter shall be deemed a nuisance and a menace to the safe and proper regulation of traffic, and any police officer, and/or parking enforcement officer, may provide for the removal of such vehicle. The owner shall pay the reasonable costs of the removal and storage, which may result from such removal before regaining possession of the vehicle.

10.14.085 Penalties.

Any person who violates any provision of this section shall, upon conviction, be liable to the following penalties:

a. For time limit and expired metered parking for areas not covered in Subsection (b) below: \$35.

b. For expired metered parking in fifteen-minute zones: \$50.

c. For any other violations, the penalties shall be as prescribed in Chapter 1.08 of the Borough Code or by applicable State Statute.

10.14.090 Metered and Time Limit Parking Schedule

In accordance with the provisions of §10.14.020, no person shall park a vehicle for longer than the time limit shown upon any of the following described lots, streets, or parts of streets:

Facility	Metered Parking			
	11:00 a.m. to 5 p.m.		5:00 p.m. to 3 a.m.	
	Time Limit	Fee per hour	Time Limit	Fee per hour
East Main Street, <u>West Main Street</u> , Court Street, and South Street spaces	3 hours	\$1.00	None	\$2.00
McGackin Lot	<u>None</u>	\$1.00	None	\$2.00
Market Yard Lot	<u>None</u>	\$1.00	None	\$2.00
Borough Hall Lot	<u>None</u>	\$1.00	None	\$2.00
Selected Spaces in Borough Hall Lot	15 min.	Free for Visitors	None	\$2.00

Facility	Metered Parking			
	9:00 a.m. to 9:00 p.m.		9:00 p.m. to 3 a.m.	
	Time Limit	Fee per hour	Time Limit	Fee per hour
<u>Dedicated Spaces in Back of Library</u>	20 min.	Free for Library	None	\$2.00

Chapter 10.20 Public Parking Lots

10.20.010 Rules and regulations established.

Unless modified elsewhere in this Article, there There are established the following rules and regulations governing the use of the public parking lots owned by the borough and devoted to public parking.

* * *

10.20.030 Parking time limited in public parking lots.

Unless modified elsewhere in this Article, no No person shall park a vehicle in any public parking lot in the borough for longer than the time indicated in this chapter.

* * *

- C. In the public parking lot known and located between Broad Street and West Main Street, there is created a restriction on time parking of ~~two~~ three hours from ~~seven a.m. to seven p.m.~~ eight-thirty a.m. to five p.m., Sundays excepted, in that portion of the parking lot extending northwardly from the present bus terminal to Broad Street in all parking stalls abutting on and located on and next to the extreme boundary line of the parking lot. However, there shall be no parking at any time permitted in the vicinity of the New Jersey Transit Bus Shelters for a distance of one hundred ten feet (110') from the borough property line in a northwesterly direction.

* * *

- ~~G. In the parking lot lying between West Main Street, South Street and Throckmorton Street, commonly known and identified as the McGackin Triangle Parking Lot, there is hereby imposed and established a restricted time parking area of two hours between the hours of eight a.m. and five p.m., Monday through Friday excluding established holidays. These areas of time limit parking are designated on a map entitled "Freehold Borough Parking Study" dated September, 1990, which map is made a part hereof and incorporated herein by reference, and shall be so designated by signs posted in the Triangle Parking Lot. A copy of the map is on file in the office of the borough clerk for public inspection during regular business hours.~~

10.20.050 Court and Broad Street parking lot regulations.

* * *

- B. In the parking lot known as the Court and Broad Street Parking Lot, there is hereby imposed, and there shall be restricted time parking areas of three hours between the hours of eight-thirty a.m. to ~~four-thirty~~ five p.m., Monday through Friday, excluding established holidays, unless an individual has been issued a parking permit; and a restricted permit parking area between the hours of eight-thirty a.m.

~~to eleven thirty a.m. and two thirty p.m. to four thirty p.m. Monday through Friday, excluding established holidays.~~ Those areas of time limit parking ~~and permit parking,~~ as well as the established traffic circulation, including areas of one-way traffic circulation are as designated on the map prepared by Abbington Engineering, LLC, dated September 29, 2014, and entitled "Court Street Parking Lot," which map is made a part hereof and incorporated into this section by reference, and shall be so designated by signs posted in the Court and Broad Street Parking Lot. A copy of said map is on file in the office of the borough clerk for public inspection.

10.28 PERMIT PARKING IN RESIDENTIAL AREAS

* * *

10.28.020 Parking by permit only in designated residential areas.

No vehicle shall be parked on the streets or parts of streets designated in Schedules A, B, ~~or~~ C or D set forth herein during the hours designated in said schedule, unless:

- A. The vehicle is owned or operated on a regular basis by a resident of that street;
and
- B. The vehicle has displayed in a prominent location so as to be easily read by an examining officer, a current residential parking permit issued by the borough clerk; or
- C. The vehicle falls under one of the exceptions to the parking ban.

* * *

Schedule D

<u>Name of Street</u>	<u>Side</u>	<u>Location</u>	<u>Days</u>	<u>Exception</u>
<u>Broad Street</u>	<u>Both</u>	<u>Between Court Street and Throckmorton Street</u>	<u>All</u>	<u>3 hour limit between 7 a.m. and 7 p.m.</u>
<u>Hudson Street</u>	<u>West</u>	<u>Between Center Street and Elm Street</u>	<u>All</u>	<u>3 hour limit between 7 a.m. and 7 p.m.</u>
<u>Mechanic Street</u>	<u>South</u>	<u>Between Hudson Street and Jackson Street</u>	<u>All</u>	<u>3 hour limit between 7 a.m. and 7 p.m.</u>

10.44 TRAFFIC SCHEDULES

* * *

Schedule II No Parking

In accordance with the provisions of Section 10.12.030, no person shall park a vehicle at any time upon any of the following streets or parts of streets:

Name of Street	Side	Location
		* * *
Hudson Street	West	South from Center Street to a point 370 feet south of Center Street.
Hudson Street	North	From the intersection of Hudson and Mechanic Streets for a distance of 110 feet.

Section II

If any part of this Ordinance shall be deemed invalid such part shall be deemed severable and the invalidity thereof shall not affect the remaining part of this Ordinance.

Section III

Any Ordinance or portions thereof which are inconsistent with the provisions of this Ordinance are hereby repealed and superseded.

Section IV

This Ordinance shall take effect upon final passage and publication in accordance with Law.

**BOROUGH OF FREEHOLD
COUNTY OF MONMOUTH**

#2023/23

**AN ORDINANCE TO AMEND AND SUPPLEMENT CHAPTER 3 “REVENUE AND
FINANCE” OF THE CODE OF THE BOROUGH OF FREEHOLD PERTAINING TO
TRANSFER AND USER TAXES ON THE SALE/TRANSFER OF MEDICAL
CANNABIS**

WHEREAS, the Borough of Freehold (the “Borough”) is a public body corporate and politic of the State of New Jersey; and

WHEREAS, Chapter 3 establishes the regulations for the collection of transfer and/or user taxes on the sale/transfer of cannabis; and

WHEREAS, said Chapter requires revision.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE BOROUGH OF FREEHOLD AS FOLLOWS:

Section 1

Title 3 “Revenue and Finance” of the Code of the Borough of Freehold shall be amended as follows; additions to the current ordinance are noted in underline; deletions are struck through.

[Chapter 3.20 Cannabis Business Sales Tax – Deleted in toto and replaced as follows:]

Chapter 3.21 Medical Cannabis Transfer Tax

3.21.010 Tax imposed; transfer tax.

a. As authorized by N.J.S.A. 24:6I-10(i), there is hereby a transfer tax imposed on any medical cannabis dispensed by the dispensary, including medical cannabis that is furnished by the dispensary to a medical cannabis handler for delivery to a registered qualifying patient or the patient’s caregiver.

b. This transfer tax shall be imposed at the rate of two percent (2%) on all sales or transfers of cannabis products from a Medical Cannabis Dispensary.

c. The Medical Cannabis Transfer Tax shall be in addition to any other tax or fee imposed pursuant to statute, state and federal, or local ordinance or resolution by any government entity upon a Medical Cannabis Dispensary.

3.21.020 Collection of transfer tax.

a. The transfer tax shall be collected or paid, and remitted to the Borough of Freehold by the Medical Cannabis Dispensary.

b. The transfer tax shall be stated, charged, and shown separately on any sales slip, invoice, receipt or other statement or memorandum of the price paid or payable, or equivalent value of the transfer, for the cannabis.

c. Every Medical Cannabis Dispensary is required to pay a transfer tax imposed by this section shall be personally liable for the transfer tax imposed, collected or required to be collected under this section.

3.21.030 Remittance of transfer tax.

a. Each Medical Cannabis Dispensary collecting transfer taxes pursuant to this chapter shall remit the collected taxes to the Chief Financial Officer of the municipality on a quarterly basis along with a report certified as true and accurate by the Medical Cannabis Dispensary's Chief Financial Officer, Comptroller, or other similarly situated person showing the gross revenues for the Medical Cannabis Dispensary for each month of the quarter. No tax shall be considered remitted unless and until said report is supplied.

Remittance shall be payable for the prior three month's activities and due at the same time as quarterly dates for the collection of property taxes. The revenues due on February 1 of each year shall include all transfer taxes collected for the prior year months of October, November and December. The revenues due on May 1 of each year shall include all transfer taxes for the immediate prior months of January, February and March. The revenues due on August 1 of each year shall include all transfer taxes collected for the immediate prior months of April, May and June. The revenues due on November 1 of each year shall include all transfer taxes collected for the immediate prior months of July, August and September.

There shall be a ten (10) day grace period for the payment of said transfer tax which will coincide with the ten (10) day grace period typically permitted for property tax payments. There shall be no extension of the cannabis transfer tax grace period without a resolution of the governing body authorizing a specific extension.

b. Each Medical Cannabis Dispensary shall file on an annual basis no later than February 1 of each year a financial report from an independent accountant certifying as to the annual revenue for the preceding year.

d. The Chief Financial Officer of the Borough may order an audit of any taxpayer under this chapter for purpose of ascertaining the correctness or completeness of any return of payment. The Chief Financial Officer is hereby authorized to examine the books, papers and records of any taxpayer to verify the accuracy of any declaration or return, or if no declaration or return was filed, to ascertain the tax due. Every taxpayer is hereby directed and required to give to the chief financial officer, or to any agent designated by him/her, the means, facilities and opportunity for such examinations and investigations, as are hereby authorized.

3.21.040 – Penalties for nonpayment.

a. In the event that the transfer tax imposed by this section is not paid as and when due by a Medical Cannabis Dispensary, the unpaid balance, and any interest accruing thereon, shall be a lien on the parcel of real property comprising the Medical Cannabis Dispensary's

premises in the same manner as all other unpaid municipal taxes, fees or other charges. The lien shall be superior and paramount to the interest in the parcel of any owner, lessee, tenant, mortgagee, or other person, except the lien of municipal taxes, and shall be on a parity with and deemed equal to the municipal lien on the parcel for unpaid property taxes due and owing in the same year.

b. The Borough shall file in the Office of the Tax Collector, a statement showing the amount and due date of the unpaid balance and identifying the lot and block number of the parcel of real property that comprises the delinquent Medical Cannabis Dispensary's premises.

c. The Borough of Freehold shall enforce the payment of delinquent taxes imposed by this section in the same manner as provided for municipal real property taxes.

d. In the event that the transfer tax imposed by this section is not remitted by the cannabis establishment within 30 days of when it is due, that Medical Cannabis Dispensary's municipal license to operate shall be suspended until that tax is remitted. This suspension shall be in addition to any monetary penalties that are imposed by this section.

e. In the event that the transfer tax imposed by this section is not remitted by the Medical Cannabis Dispensary within 90 days of when it is due, that Medical Cannabis Dispensary's municipal license to operate shall be revoked and forfeited. This revocation shall be in addition to any monetary penalties that are imposed by this section.

3.21.050 Violations

a. For violation of any provision of this section, the penalty upon conviction shall be the maximum fine permitted under New Jersey State law for the violation of a municipal ordinance in accordance with N.J.S.A. 40:49-5, or imprisonment for a period not exceeding the maximum time permitted under New Jersey State law for the violation of a municipal ordinance, in accordance with N.J.S.A. 40:49-5, or both.

b. Separate violation for each day. Each day that a violation of this section is allowed to exist shall constitute a separate violation or offense and shall be subject to the penalty as prescribed herein.

Section 2

All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed.

Section 3

If any section, paragraph, subdivision, clause of provision of this ordinance shall be adjudged invalid, such adjudication shall apply only to that section, paragraph, subdivision, clause or provision so adjudged, and the remainder of this ordinance shall be deemed to be valid and effective

Section 4

This ordinance shall take effect immediately after final passage, approval and publication as required by law.

OFFERED BY:	SECONDED BY:
AYE NAY ABSENT ABSTAIN	AYE NAY ABSENT ABSTAIN
DI BENEDETTO	ROGERS
JORDAN	SCHNURR
REICH	SHUTZER

I, TRACI L. DIBENEDETTO, CLERK OF THE BOROUGH OF FREEHOLD, DO HEREBY CERTIFY THE FOLLOWING RESOLUTION WAS ADOPTED BY THE MAYOR AND COUNCIL OF THE BOROUGH OF FREEHOLD AT A MEETING HELD ON SEPTEMBER 5, 2023.

TRACI L. DI BENEDETTO, RMC
BOROUGH CLERK

**Resolution No.
Agenda #14/2023**

**RESOLUTION AUTHORIZING THE RATIFICATION OF THE PARKING AND
INDEMNIFICATION AGREEMENT WITH THE COUNTY OF MONMOUTH**

WHEREAS, the Borough of Freehold, County of Monmouth (the "Borough") is a public body corporate and politic of the State of New Jersey

WHEREAS, the County of Monmouth ("County") is a public body corporate and politic of the State of New Jersey; and

WHEREAS, the Borough has significant parking concerns in both on-street and off-street parking areas that affect Borough residents, commuters and commercial business owners; and

WHEREAS, in order to investigate, implement and manage strategies to relieve parking and traffic management issues, the Borough Council determined that it would implement metered parking in certain Borough-owned lots and along certain streets in the Borough;

WHEREAS, as a result, the County believes that this would increase off-hour use of certain County-owned parking lots and has requested the Borough provide it with a hold harmless agreement relating to same in addition to additional provision; and

WHEREAS, the Borough has negotiated an agreement with the County to address certain of its concerns, the terms of which are set forth in the Agreement attached hereto as exhibit A; and

WHEREAS, the Borough is desirous of ratifying the agreed upon terms; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Freehold as follows:

1. The aforementioned recitals are incorporated herein as though fully set forth at length.
2. That the Borough agrees with the terms of the Agreement and authorizes the Mayor and all necessary parties to execute the Agreement or to the extent the agreement is in substantially similar terms thereto.

3. That all Borough officials including, but not limited to the Mayor, the Borough Administrator and the Municipal Clerk, are hereby authorized and directed to take such ministerial actions as are necessary to effectuate the provisions of this resolution.

PARKING LOT LICENSE AGREEMENT BETWEEN THE BOROUGH OF FREEHOLD AND MONMOUTH COUNTY

Parking lot License agreement is made as of _____ 2023, between the County of Monmouth having an address at Hall of Records , Freehold, NJ 07728 hereinafter referred to as "Licensor"), and the Borough of Freehold which has an address of 30 Mechanic St Freehold, NJ 07728 (hereinafter referred to as "Licensee").

WHEREAS Licensor owns or controls certain real property known as Parking Lot 1 Lafayette Lot (Block 39 Lots 13-18, 19.01, 24 and 24.01 on the Freehold Borough Tax Map), Lot 2 Hall of Records Annex Lot (Block 40 Lot 1.01 on the Freehold Borough Tax Map) and Lot 3 Market Yard Lot Borough of Freehold, New Jersey (the "Property");(see attached Exhibit A) and

WHEREAS Licensee desires to utilize said Parking Lots set forth above with the permission of licensor during certain hours and days as specified below:

Weekdays Monday through Thursday from 6:00p.m. to 7:00 a.m.

Weekends from 6:00 p.m Friday to 7:00 a.m. Monday

Holidays from 6:00 p.m on the Eve of the Holiday until 7:00 a.m. the following morning after the last day of the Holiday.

NOW, THEREFORE, in consideration of the premises and the mutual promises, terms and conditions described below, the parties hereby agree as follows:

ARTICLE I

1.1 The term of said license agreement shall be for _____

1.2 Licensee hereby covenants and agrees to indemnify and hold harmless licensor for any claims made by individuals claiming injury or loss arising out of the Licensee's use of the subject property or as a result of access to the subject property for other than Monmouth County purposes.

1.3 The Licensee Parking and Enforcement Personnel and Police will provide a presence in the subject Parking Lots at the time ~~employees of Licensor are leaving work~~ the bars and restaurants are closing at night for those businesses' employees.

1.4 The Licensee will work with the Licensor's Engineer to design an improved system of LED lighting for Parking Lot 1, Lafayette Lot. The Tenant will be responsible for the payment, and costs ~~and maintenance~~ of said fixtures.

1.5 The Licensee shall enforce violations of the Licensor's parking regulations regarding assigned parking spaces upon the request of the Licensor ~~which shall include the removal of vehicles in violation of said regulations~~ subject to a Title 39 request by the County to the Borough.

1.6 Licensee agrees to dedicate _____ 20 ~~number of spots~~ to Licensor's County Clerk and 11 sports for the Health Dept. in Lot 3 Market Square Lot per to be located as set forth on Attached Exhibit B. Said dedication shall be limited to Mondays through Fridays between the hours of 8:30 a.m. and 5 p.m., excluding holidays.

1.7. Maintenance and snow removal: Licensor will be responsible of routine maintenance and snow removal. It is understood by the parties that snow removal will be done in the normal course of business by the County, regardless of a weekday, weekend or Holiday, in that clearing of roadways is the first priority of licensor snow removal.

1.8 Licensee shall be responsible to repair any damage to said parking Lots caused by Licensee's use of the property which is beyond normal wear and tear.

1.9 It is the intent of the parties that the subject Parking Lots are to be utilized by private passenger automobiles or the like. It is further the intent of the parties that this agreement is for the enhancement of economic development of Market Yard Lot.

TENANT'S INSURANCE

1.10 Licensee covenants to provide on or before the Commencement Date for the benefit of Licensor and Licensee comprehensive policy of liability insurance protecting both parties against any liability whatsoever occasioned by any occurrence on or about the Premises or any appurtenances thereto. Such policy is to be written by insurance companies qualified to do business in the State of New Jersey and the limits of liability thereunder shall not be less than the amount of One Million Dollars (\$1,000,000.00) with respect to any one person, with respect to any one accident, and with respect to property damage, and Two Million Dollars (\$2,000,000.00) with respect to more than one person, with respect to any one accident.

1.11 ENTIRE AGREEMENT: This agreement contains the entire agreement between the parties, and any attempt hereafter made to change, modify, discharge, or effect an abandonment of it in whole or in part shall be void and ineffective unless in writing and signed by the party against whom enforcement of the change, modification, discharge, or abandonment is sought.

1.12 SEVERABILITY: If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and all other terms and provisions of this Agreement shall be valid and enforced to the fullest extent permitted by law.

1.13 The covenants and agreements herein contained shall not be assignable by Licensee.

1.14 This Agreement has been executed and delivered in the State of New Jersey and shall be construed in accordance with the laws of the State of New Jersey, and the parties acknowledge that

all of the applicable statutes of the State of New Jersey are superimposed on the rights, duties, and obligations of the parties hereunder and this Agreement shall not otherwise provide that which said statutes prohibit. The parties further agree this provision does not apply to the terms set forth in paragraph 1.13.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date first above written.

County of Monmouth
Licensor

Borough of Freehold
Licensee

By: _____
Name:

By: _____
Name:

Title: Director of County Commissioners

Title:

Title:

Offered by:

Seconded by:

Aye Nay Absent Abstain
DiBenedetto
Jordan
Reich

Aye Nay Absent Abstain
Rogers
Schnurr
Shutzer

I hereby certify the following to be a true and exact copy of a Resolution adopted by the Mayor and Council of the Borough of Freehold at the regular meeting held on September 5, 2023.

Traci L. DiBenedetto, R.M.C.

Resolution No.
Agenda No.14/2023

RESOLUTION CONFIRMING PERSONNEL APPOINTMENTS / ACTIONS

Whereas, Freehold Borough operating departments require various types of personnel resources in order to effectively perform municipal services for its residents.

Now, therefore, be it resolved by the Mayor and Council of the Borough of Freehold, in the County of Monmouth, in the State of New Jersey, that consent be given for the following personnel actions:

- a. Promotion of Dominica Napolitano to Technical Assistant Land Use for the Borough of Freehold, effective September 5, 2023.
- b. Appointment of George A. Nelson as a Probationary Building Management Worker for the Borough of Freehold, effective September 5, 2023.

Be it further resolved that the Borough Administrator is hereby authorized to implement these actions.

STEPHEN J. GALLO
BUSINESS ADMINISTRATOR

OFFERED BY:	AYE	NAY	ABSENT	ABSTAIN	SECONDED BY:	AYE	NAY	ABSENT	ABSTAIN
DI BENEDETTO					ROGERS				
JORDAN					SCHNURR				
REICH					SHUTZER				

I, TRACI L. DI BENEDETTO, CLERK OF THE BOROUGH OF FREEHOLD, DO HEREBY CERTIFY THE FOLLOWING RESOLUTION WAS ADOPTED BY THE MAYOR AND COUNCIL OF THE BOROUGH OF FREEHOLD AT A MEETING HELD ON: SEPTEMBER 5, 2023.

TRACI L. DI BENEDETTO, RMC, BOROUGH CLERK

Resolution No.
Agenda No: 14/2023

RESOLUTION APPROVING THE FOLLOWING APPLICATIONS:

- a. Taxi Driver License, Asael Velasquez Cruz, Freehold
- b. Freehold High School Homecoming Parade, 10/7/2023, 11:00 AM to 11:30 AM, beginning at 47 West Main Street to the FHS football field.
- c. Block Party License, 9/9/23, Prospect Place between Brinckerhoff Ave and Park Ave., 10:00 PM to 8:00 PM. c/o Stephanie Induddi.

BOROUGH OF FREEHOLD - SCHEDULE OF BILLS FOR APPROVAL

September 5, 2023

CURRENT FUND

Freehold Borough Payroll	Pay #15 - pd 8/15/2023	\$ 296,989.47
NJ State Health Benefits	SEPT/23 Health Benefits-due 9/2023	183,678.60
Freehold Regional High School	SEPT/23 Regional Tax Levy due 9/2023	405,142.00
Freehold Borough Board of Education	SEPT/23 Local School Tax Levy-due 9/2023	948,323.53
		<u>\$ 1,834,133.60</u>

WATER-SEWER OPERATING FUND

Freehold Borough Payroll	Pay #15 - pd 8/15/2023	\$ 54,338.85
NJ State Health Benefits	SEPT/23 Health Benefits-due 9/2023	40,699.82
		<u>\$ 95,038.67</u>

TRUST OTHER ACCOUNT

Freehold Borough Payroll	Pay #15 - pd 8/15/2023	\$ 320.00
		<u>\$ 320.00</u>

PAYROLL ACCOUNT

Freehold Borough Payroll	Pay #15 - pd 8/15/2023	\$ 12,053.64
		<u>\$ 12,053.64</u>

September 1, 2023
04:58 PM

FREEHOLD BOROUGH
Bill List By Vendor Id

Page No: 1

P.O. Type: All
Range: First to Last
Format: Detail without Line Item Notes
Vendors: All
Rcvd Batch Id Range: First to Last
Include Non-Budgeted: Y
Open: N Paid: N Void: N
Rcvd: Y Held: Y Aprv: N
Bid: Y State: Y Other: Y Exempt: Y

Vendor #	Name	PO #	PO Date	Description	Contract	PO Type	Amount	Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	chk/Void Date	Invoice	1099 Excl
00094	AT&T	23-01115	09/01/23	AUGUST LONG DISTANCE											
		1	AUGUST LONG DISTANCE	50.21	3-01-4	-440-440		B TELEPHONE SERVICE	R	09/01/23	09/01/23			0305225394001	N
	Vendor Total:			50.21											
01212	18-20 EAST MAIN ST LLC	23-01042	08/14/23	NPP-Horse Walk Reception											
		1	NPP-Horse Walk Reception	2,686.69	T-15-9	-900-551		B COMM EVENTS-ART WALK (NPP)	R	08/14/23	09/01/23				N
		2	NPP-Horse Walk Reception	353.71	G-02-21	-900-003		B NEIGHBORHOOD PRESERVATION GRANT-O/E	R	08/14/23	09/01/23				N
				3,040.40											
	Vendor Total:			3,040.40											
01746	A R COMMUNICATIONS	23-00656	06/01/23	trunk mobile radio for trucks											
		1	trunk mobile radio for trucks	12,566.72	3-01-2	-200-217		B FIRE DEPT - EQUIPMENT REPLACEMENT	R	06/01/23	09/01/23			52782	N
	Vendor Total:			12,566.72											
01923	ATLANTIC MEDICAL GROUP	23-00889	07/14/23	RESPIRATOR PHYSICAL- FRAMPTON											
		1	RESPIRATOR PHYSICAL- FRAMPTON	140.00	3-01-2	-200-754		B FIRE DEPT - PHYSICALS,ETC	R	07/14/23	09/01/23			9335900	N
	Vendor Total:			140.00											
02626	BAKER & TAYLOR LLC	23-00006	01/18/23	new books											
		25	new books INVOICE 5018412452	1,041.41	3-01-7	-750-168		B PUBLIC LIBRARY - NEW BOOKS	R	01/18/23	09/01/23			50184142452	N
		26	new books INVOICE 5018409057	18.96	3-01-7	-750-168		B PUBLIC LIBRARY - NEW BOOKS	R	01/18/23	09/01/23			5018409057	N
		27	new books INVOICE 5018426858	176.70	3-01-7	-750-168		B PUBLIC LIBRARY - NEW BOOKS	R	01/18/23	09/01/23			5018426858	N

September 1, 2023
04:58 PM

FREEHOLD BOROUGH
Bill List By Vendor Id

Page No: 2

Vendor #	Name										
PO #	PO Date	Description	Contract	PO Type		First	Rcvd	Chk/Void		1099	
Item	Description	Amount	Charge Account	Acct Type	Description	Stat/Chk	Enc Date	Date	Date Invoice	Exc	
02626	BAKER & TAYLOR LLC	Continued									
23-00006	01/18/23 new books	Continued									
28 new books INVOICE	5018443236	105.39	3-01-7 -750-168	B	PUBLIC LIBRARY - NEW BOOKS	R	01/18/23	09/01/23	5018443236	N	
		1,342.46									
Vendor Total:		1,342.46									
05265	CORRPRO COMPANIES INC										
23-00469	04/20/23 Cathodic protection quote		B								
2 CATHOID PROTECTION MAINT.		1,155.00	3-09-8 -831-238	B	WATER PLANT - EQUIPMENT M/R	R	04/20/23	09/01/23	731664	N	
Vendor Total:		1,155.00									
05653	CENTRAL JERSEY ELECTRICAL										
23-00939	07/28/23 SERVICE CALL ELEVATOR										
1 SERVICE CALL ELEVATOR		297.00	3-01-1 -190-407	B	PUBLIC B&G - BORO HALL	R	07/28/23	09/01/23	4561	N	
Vendor Total:		297.00									
05680	CERTIFIED LANGUAGES INT'L LLC										
23-00881	07/10/23 tele interp. 3/23 - 6/23										
1 tele interp. 3/23 - 6/23		130.50	3-01-6 -655-337	B	MUNICIPAL COURT-INTERPRETER/SUBSTITUTES	R	07/10/23	09/01/23	83511033123	N	
Vendor Total:		130.50									
06303	CLARK, SUSAN SCHROEDER										
23-00902	07/17/23 substitute Judge 6/27										
1 substitute Judge		300.00	3-01-6 -655-337	B	MUNICIPAL COURT-INTERPRETER/SUBSTITUTES	R	07/17/23	09/01/23		N	
Vendor Total:		300.00									
06401	CME ASSOCIATES-ESP ASSOCIATES										
23-00718	06/13/23 PROF SVC W/S CONNECTION FEES		B								
6 PROF SVC W/S CONNECTION FEES		93.00	3-09-8 -800-331	B	W/S ADMIN. - ENGINEERING	R	06/13/23	09/01/23	334352	N	
23-01055	08/17/23 PROF SERVICES- THROCKMORTON ST	23-00001 C									
1 PROF SERVICES- THROCKMORTON ST		11,094.00	C-04-7 -767-101	B	2023/12-THROCKMORTON ST RD IMP-SEC20/40A	R	06/20/23	09/01/23	334353	N	

September 1, 2023
04:58 PM

FREEHOLD BOROUGH
Bill List By Vendor Id

Page No: 3

Vendor #	Name	PO #	PO Date	Description	Contract Amount	PO Type Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
06401	CME ASSOCIATES-ESP ASSOCIATES				Continued								
23-01059	08/17/23 Planning Board												
1	Planning Board				1,301.00	L-12-2 -223-010	B CT95-CT07 200 PARK LLC / PBSP-2023-006	R	08/17/23	09/01/23		0334352	N
23-01075	08/17/23 PROF SVS- WATER & SEWER												
1	PROF SVS- WATER & SEWER				1,589.00	3-09-8 -800-331	B W/S ADMIN. - ENGINEERING	R	08/17/23	09/01/23		334352	N
2	PROF SVS- WATER & SEWER				1,086.50	3-09-8 -800-331	B W/S ADMIN. - ENGINEERING	R	08/17/23	09/01/23		333304	N
					2,675.50								
	Vendor Total:				15,163.50								
06696	GEORGE S COYNE CHEMICAL CO INC												
23-00896	07/14/23 JULY CHLORINE												
1	JULY CHLORINE				2,853.60	3-09-8 -831-241	B WATER PLANT - CHEMICALS	R	07/14/23	09/01/23		411885	N
	Vendor Total:				2,853.60								
12253	ESI EQUIPMENT INC.												
23-00987	08/04/23 Repair Holmatro Tool												
1	Repair Holmatro Tool				1,381.85	3-01-2 -200-421	B FIRE DEPT - UPKEEP APPARATUS	R	08/04/23	09/01/23		23-01362	N
	Vendor Total:				1,381.85								
13091	FEDERAL EXPRESS CORP												
23-00931	07/25/23 OVERNIGHT PACKAGES												
1	OVERNIGHT PACKAGES				160.16	L-12-2 -223-010	B CT95-CT07 200 PARK LLC / PBSP-2023-006	R	07/25/23	09/01/23		8-193-52854	N
23-00982	08/04/23 OVERNIGHT LETTER- TAX												
1	OVERNIGHT LETTER- TAX				80.10	3-01-1 -125-158	B TAX COLLECTOR - POSTAGE,COPYING	R	08/04/23	09/01/23		8-200-60658	N
23-01064	08/17/23 OVERNIGHT LETTER-PL BOARD												
1	OVERNIGHT LETTER-PL BOARD				70.44	L-12-2 -223-008	B SOHO RAMEN LLC - PBSP-2023-005	R	08/17/23	09/01/23		8-214-42126	N
	Vendor Total:				310.70								

[illegible]

Vendor #	Name																			
PO #	PO Date	Description	Contract	PO Type																
Item Description	Amount	Charge Account	Acct Type	Description	Stat/Chk	First Enc	Rcvd Date	Chk/Void Date	Invoice											1099 Exc
19675	HORIZON BLUE CROSS/BLUE SHIELD		Continued																	
23-01091	09/01/23	SEPT/2023 COBRA DENTAL INS																		
1 SEPT/2023 COBRA DENTAL INS	39.57	3-01-6 -605-733		B EMPLOYEE GROUP INSURANCE-DENTAL	R	09/01/23	09/01/23													N
Vendor Total:		5,052.48																		
22564	ISLAND TECH SERVICES LLC																			
23-00817	06/28/23	BODY WORN CAMERAS & DOCK																		
1 5-BODY WORN CAMERAS & DOCK	3,379.00	3-10-8 -800-421		B PARKING - EQUIPMENT/MAINT/REPAIR	R	06/28/23	09/01/23		ITSNJ54881											N
Vendor Total:		3,379.00																		
29452	LINCOLN NATIONAL LIFE																			
23-01083	08/28/23	FIRE LIFE INS 9/20/23-12/19/23																		
1 FIRE LIFE INS 9/20/23-12/19/23	774.74	3-01-2 -200-724		B FIRE DEPT - LIFE INSURANCE	R	08/28/23	09/01/23													N
Vendor Total:		774.74																		
31211	MANALAPAN TOWNSHIP TREASURER																			
23-01027	08/09/23	JUNE ANIMAL PICK UPS																		
1 JUNE ANIMAL PICK UPS	850.00	3-01-4 -400-438		B BOARD OF HEALTH - CONTRACTUAL	R	08/09/23	09/01/23		2023-06-FB											N
23-01028	08/09/23	QTR 3 ANIMAL CONTROL																		
1 QTR 3 ANIMAL CONTROL	8,312.50	3-01-7 -760-561		B INTRLOCAL-ANIMAL CNTRL-MANALAP	R	08/09/23	09/01/23		2023-FB03											N
Vendor Total:		9,162.50																		
31230	M&W COMMUNICATIONS INC.																			
22-01644	12/13/22	Radio Sافتty Officer																		
1 Radio- Sافتty Officer	2,202.89	2-01-2 -200-802		B FIRE DEPT - PAGERS	R	12/13/22	09/01/23		310409											N
	791.17	2-01-2 -200-218		B FIRE DEPT - HOSE/NOZZLES																
	2,994.06																			
22-01722	12/22/22	radios for chiefs vehicles																		
1 radios for chiefs vehicles	5,888.12	2-01-2 -200-221		B FIRE DEPT - MAINTENANCE/TEST AIR PACKS	R	12/22/22	09/01/23		310373											N
Vendor Total:		8,882.18																		

[illegible]

[illegible]

[illegible]

Vendor #	Name	PO #	PO Date	Description	Contract	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
		Item	Description	Amount	Charge Account	Acct Type Description						
46650	RYDIN DECAL											
23-00650	06/01/23	BUS. PARKING PERMITS	QTR 3									
		1	BUS. PARKING PERMITS	QTR 3	305.04	3-01-3 -310-198	B PUBLIC PARKING	R	06/01/23	09/01/23	108143	N
		2	SHIPPING		30.28	3-01-3 -310-198	B PUBLIC PARKING	R	06/01/23	09/01/23	108143	N
					335.32							
23-00905	07/17/23	QTR 4 PARKING PERMITS										
		1	QTR 4 PARKING PERMITS		305.01	3-10-8 -800-151	B PARKING ADMIN - SUPPLIES	R	07/17/23	09/01/23	109561	N
		2	SHIPPING		22.52	3-10-8 -800-151	B PARKING ADMIN - SUPPLIES	R	07/17/23	09/01/23	109561	N
					327.53							
			Vendor Total:		662.85							
46828	S. BROTHERS INC.											
23-00975	08/04/23	FINAL PAYMENT	STOKES STREET	22-00001	C							
		1	FINAL PAYMENT	STOKES STREET	102,318.12	C-04-7 -761-102	B 2021/8 - IMPROVEMENTS TO VARIOUS ROADS	R	04/04/22	09/01/23	FINAL	N
			Vendor Total:		102,318.12							
47030	A C SCHULTES INC											
23-00530	05/08/23	motor for well 6										
		1	motor for well 6		19,739.00	3-09-8 -831-249	B WATER PLANT - WELL TREATMENT/MAINTENANCE	R	05/08/23	09/01/23	46673	N
23-00694	06/07/23	well 4 pump test										
		1	well 4 pump test		575.00	3-09-8 -831-249	B WATER PLANT - WELL TREATMENT/MAINTENANCE	R	06/07/23	09/01/23	46635	N
			Vendor Total:		20,314.00							
47537	SHI INTERNATIONAL CORP											
23-00840	07/02/23	webroot renewal										
		1	webroot renewal		572.00	3-01-2 -240-325	B POLICE DEPT - SERVICE CONTRACTS	R	07/02/23	09/01/23	B17163336	N
			Vendor Total:		572.00							

September 1, 2023
04:58 PM

FREEHOLD BOROUGH
Bill List By Vendor Id

Page No: 11

Vendor # Name	PO # PO Date Description	Contract PO Type	Stat/Chk	First Rcvd	Chk/Void	1099
	Item Description	Amount Charge Account Acct Type Description		Enc Date Date	Date Invoice	Excl
55060	VERIZON WIRELESS					
23-01106	09/01/23 WTP CELL SERVICE 7/14-8/13					
1	WTP CELL SERVICE 7/14-8/13	184.86 3-09-8 -831-362	B WATER PLANT - TELEPHONE	R	09/01/23 09/01/23	9941983717 N
23-01116	09/01/23 CELL PHONES & IPADS 7/18-8/17					
1	CELL PHONES & IPADS 7/18-8/17	737.54 3-01-2 -240-385	B POLICE DEPT - VERIZON WIRELESS/DIRECT CN	R	09/01/23 09/01/23	9942275608 N
2	CELL PHONES & IPADS 7/18-8/17	205.90 3-01-2 -240-385	B POLICE DEPT - VERIZON WIRELESS/DIRECT CN	R	09/01/23 09/01/23	9942275607 N
3	CELL PHONES & IPADS 7/18-8/17	105.72 3-09-8 -821-362	B SEWER SERVICE - TELEPHONE	R	09/01/23 09/01/23	9942275607 N
4	CELL PHONES & IPADS 7/18-8/17	41.18 3-09-8 -831-362	B WATER PLANT - TELEPHONE	R	09/01/23 09/01/23	9942275607 N
5	CELL PHONES & IPADS 7/18-8/17	50.55 3-01-1 -155-503	B CODE ENFORCE - SOFTWARE	R	09/01/23 09/01/23	9942275607 N
6	CELL PHONES & IPADS 7/18-8/17	10.11 3-01-6 -655-362	B MUNICIPAL COURT - TELEPHONE	R	09/01/23 09/01/23	9942275607 N
7	CELL PHONES & IPADS 7/18-8/17	564.94 3-01-4 -440-440	B TELEPHONE SERVICE	R	09/01/23 09/01/23	9942275607 N
		1,715.94				
	Vendor Total:	1,900.80				
57625	WEINER LAW GROUP, LLP					
23-00964	08/04/23 Planning Board & General					
1	Planning Board & General	816.00 3-01-1 -160-338	B PLANNING BOARD - ATTORNEY	R	08/04/23 09/01/23	298187 N
2	Planning Board & General	48.00 L-12-2 -222-015	B ZUKAS PROPERTIES LLC - PBSO-2022-006	R	08/04/23 09/01/23	298189 N
3	Planning Board & General	96.00 L-12-2 -222-025	B 146 FREEHOLD LLC - PBUV-2022-011	R	08/04/23 09/01/23	298190 N
4	Planning Board & General	1,424.00 L-12-2 -223-003	B RELIABLE AUTOMOTIVE - PBUV-2023-002	R	08/04/23 09/01/23	298194 N
5	Planning Board & General	576.00 L-12-2 -223-006	B GF 620 PARK LLC - PBSP-2023-004	R	08/04/23 09/01/23	298197 N
6	Planning Board & General	1,104.00 L-12-2 -223-010	B CT95-CT07 200 PARK LLC / PBSP-2023-006	R	08/04/23 09/01/23	298200 N
		4,064.00				
23-01074	08/17/23 Planning Board					
1	Planning Board	272.00 L-12-2 -223-012	B MON. WELLNESS (NJ LEAF)-PBBV-2023-009	R	08/17/23 09/01/23	298202 N
2	Planning Board	288.00 L-12-2 -223-001	B 2EMST, LLC - PBSP-2023-001	R	08/17/23 09/01/23	298192 N
3	Planning Board	672.00 L-12-2 -223-008	B SOHO RAMEN LLC - PBSP-2023-005	R	08/17/23 09/01/23	298198 N
		1,232.00				
	Vendor Total:	5,296.00				
<hr/>						
Total Purchase Orders:	68	Total P.O. Line Items:	99	Total List Amount:	739,509.51	Total Void Amount: 0.00

Totals by Year-Fund							
Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND	2-01	14,156.18	0.00	14,156.18	0.00	0.00	14,156.18
CURRENT FUND	3-01	82,944.28	0.00	82,944.28	0.00	0.00	82,944.28
W/S OPERATING	3-09	31,947.12	0.00	31,947.12	0.00	0.00	31,947.12
PARKING OPERATING	3-10	<u>3,706.53</u>	<u>0.00</u>	<u>3,706.53</u>	<u>0.00</u>	<u>0.00</u>	<u>3,706.53</u>
Year Total:		118,597.93	0.00	118,597.93	0.00	0.00	118,597.93
CAPITAL ACCOUNT	C-04	529,957.69	0.00	529,957.69	0.00	0.00	529,957.69
GRANT FUND	G-02	63,371.21	0.00	63,371.21	0.00	0.00	63,371.21
LAND USE TRUST	L-12	6,011.60	0.00	6,011.60	0.00	0.00	6,011.60
TRUST FUND	T-15	6,644.90	0.00	6,644.90	0.00	0.00	6,644.90
RECREATION TRUST	T-16	<u>770.00</u>	<u>0.00</u>	<u>770.00</u>	<u>0.00</u>	<u>0.00</u>	<u>770.00</u>
Year Total:		7,414.90	0.00	7,414.90	0.00	0.00	7,414.90
Total of All Funds:		<u><u>739,509.51</u></u>	<u><u>0.00</u></u>	<u><u>739,509.51</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>739,509.51</u></u>