

The regular meeting of the Board of Commissioners of the Borough of Harvey Cedars, NJ was called to order by Mayor Imperiale at 4:31pm. Commissioners Gieger and Rice were also present.

The Mayor also asked all to rise for the Pledge of Allegiance.

The Mayor stated to the best of his knowledge all the requirements of the Sunshine Law have been met. Pursuant to the applicable portions of the New Jersey Open Public Meetings Act, adequate notice of this meeting has been given. The schedule of this meeting of the Board of Commissioners of the Borough of Harvey Cedars is listed in the notice of meetings posted on the bulletin board located in the Borough Hall and the Borough’s website and was published in the Beach Haven Times and the Asbury Park Press and on December 21, 2023.

Motion to approve the minutes of the regular meeting held on August 15, 2024:

Motion: Commissioner Rice

Second: Commissioner Gieger

Vote:	Aye	Nay	Absent	Abstain
Mayor Imperiale	X			
Commissioner Gieger	X			
Commissioner Rice	X			

ORDINACE: #2024-22 – SECOND READING - AN ORDINANCE OF THE BOROUGH OF HARVEY CEDARS, IN THE COUNTY OF OCEAN, NEW JERSEY, AMENDING ORDINANCE #2024-07 OF THE BOROUGH FINALLY ADOPTED ON MARCH 18, 2024, PROVIDING FOR VARIOUS DRAINAGE, STORMWATER AND BULKHEAD IMPROVEMENTS IN AND FOR THE BOROUGH AND APPROPRIATING \$250,000 THEREFOR, AND PROVIDING FOR THE ISSUANCE OF \$237,500 IN BONDS OR NOTES OF THE BOROUGH OF HARVEY CEDARS TO FINANCE THE SAME

Proof of publication is on hand and the ordinance has been posted.

Motion to open public discussion: Commissioner Rice

Second: Commissioner Gieger

Barry Sziklay – 6802 Suffolk Place – questioned if anyone had mentioned or addressed the flooding issue on Suffolk Place. **Commissioner Gieger** reviewed the stormwater list and made note to add Suffolk to the list of problem areas.

Motion to close public discussion: Commissioner Rice

Second: Commissioner Gieger

Motion: Commissioner Rice

Second: Commissioner Gieger

Vote:	Aye	Nay	Absent	Abstain
Mayor Imperiale	X			
Commissioner Gieger	X			
Commissioner Rice	X			

ORDINACE: #2024-23 – FIRST READING - AN ORDINANCE OF THE BOROUGH OF HARVEY CEDARS, COUNTY OF OCEAN, STATE OF NEW JERSEY, AMENDING CHAPTER 21, WHICH PERTAINS TO PROEPRTY MAINTENANCE, AND AMENDING CHAPTER 3, WHICH PERTAINS TO POLICE REGULATIONS

Motion to adopt: Commissioner Rice

Second: Commissioner Gieger

Vote:	Aye	Nay	Absent	Abstain
Mayor Imperiale	X			
Commissioner Gieger	X			
Commissioner Rice	X			

ORDINANCE: #2024-24 – FIRST READING - AN ORDINANCE CHAPTER 2 OF THE REVISED GENERAL ORDINANCES OF THE BOROUGH OF HARVEY CEDARS, 1975, ENTITLED, “ADMINISTRATION” AS IT PERTAINS TO FIRE DEPARTMENT

Motion to adopt: Commissioner Rice
 Second: Commissioner Gieger

Vote:	Aye	Nay	Absent	Abstain
Mayor Imperiale	X			
Commissioner Gieger	X			
Commissioner Rice	X			

ORDINANCE: #2024-25 – FIRST READING - AN ORDINANCE OF THE BOROUGH OF HARVEY CEDARS, OCEAN COUNTY, NEW JERSEY AMENDING CHAPTER 13 ENTITLED “ZONING” AS IT PERTAINS TO SIGNS

Motion: Commissioner Rice
 Second: Commissioner Gieger

Vote:	Aye	Nay	Absent	Abstain
Mayor Imperiale	X			
Commissioner Gieger	X			
Commissioner Rice	X			

RESOLUTION: #2024-102 AUTHORIZING THE APPOINTMENT OF A TEMPORARY QUALIFIED PURCHASING AGENT (QPA)

Motion to adopt: Commissioner Rice
 Second: Commissioner Gieger

Vote:	Aye	Nay	Absent	Abstain
Mayor Imperiale	X			
Commissioner Gieger	X			
Commissioner Rice	X			

RESOLUTION: #2024-103 RESOLUTION OF THE BOROUGH OF HARVEY CEDARS, IN THE COUNTY OF OCEAN, NEW JERSEY, DETERMINING THE FORM AND OTHER DETAILS OF ITS “NOTE RELATING TO THE WATER BANK CONSTRUCTION FINANCING PROGRAM OF THE NEW JERSEY INFRASTRUCTURE BANK”, TO BE ISSUED IN THE PRINCIPAL AMOUNT OF UP TO \$2,875,000, AND PROVIDING FOR THE ISSUANCE AND SALE OF SUCH NOTE TO THE NEW JERSEY INFRASTRUCTURE BANK, AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH NOTE BY THE BOROUGH OF HARVEY CEDARS IN FAVOR OF THE NEW JERSEY INFRASTRUCTURE BANK, ALL PURSUANT TO THE NEW JERSEY INFRASTRUCTURE BANK CONSTRUCTION FINANCING PROGRAM AND IN CONNECTION WITH THE INSTALLATION OF A WATER MONITORING WELL PROJECT

Motion to adopt: Commissioner Rice
 Second: Commissioner Gieger

Vote:	Aye	Nay	Absent	Abstain
Mayor Imperiale	X			
Commissioner Gieger	X			
Commissioner Rice	X			

RESOLUTION: #2024-104 AUTHORIZING THE INCREASE OF ANNUAL LOSAP CONTRIBUTIONS

Motion to adopt: Commissioner Rice

Second: Commissioner Gieger

Vote:	Aye	Nay	Absent	Abstain
Mayor Imperiale	X			
Commissioner Gieger	X			
Commissioner Rice	X			

RESOLUTION: #2024-105 APPROVING THE CERTIFIED LIST OF ALL VOLUNTEER MEMBERS WHO QUALIFIED FOR CREDIT UNDER THE LOSAP PROGRAM FOR THE YEAR 2023

Motion to adopt: Commissioner Rice

Second: Commissioner Gieger

Vote:	Aye	Nay	Absent	Abstain
Mayor Imperiale	X			
Commissioner Gieger	X			
Commissioner Rice	X			

RESOLUTION: #2024-106 AUTHORIZING CHANGE ORDER #1 FOR THE SFY 2022 LONG BEACH BOULEVARD DOWNTOWN STREETScape PROJECT (Phase 1)

Motion to adopt: Commissioner Rice

Second: Commissioner Gieger

Vote:	Aye	Nay	Absent	Abstain
Mayor Imperiale	X			
Commissioner Gieger	X			
Commissioner Rice	X			

RESOLUTION: #2024-107 BILLS

Motion to adopt: Commissioner Rice

Second: Commissioner Gieger

Vote:	Aye	Nay	Absent	Abstain
Mayor Imperiale	X			
Commissioner Gieger	X			
Commissioner Rice	X			

PUBLIC PROPTERY USAGE REQUEST:

Motion to approve Long Beach Island Fishing Club’s 76th Annual World Series of Surf Fishing Invitational Tournament. Approximately 300 individuals will be participating in the event. A clean-up crew will monitor the beach for any litter both during and after the event. The tournament will begin at 6:30AM and end at 1PM.

Motion to approve/deny: Commissioner Rice

Second: Commissioner Gieger

Vote:	Aye	Nay	Absent	Abstain
Mayor Imperiale	X			
Commissioner Gieger	X			
Commissioner Rice	X			

PUBLIC PROPTERY USAGE REQUEST:

Motion to approve a Lifeguard in Training tournament on 83rd Street Beach or 76th Street Beach on August 7th from 8am-2pm. 200 people expected. Extra trash cans requested.

Motion to approve/deny: Commissioner Rice

Second: Commissioner Gieger

Vote:	Aye	Nay	Absent	Abstain
Mayor Imperiale	X			
Commissioner Gieger	X			
Commissioner Rice	X			

PUBLIC PROPTERY USAGE REQUEST:

Motion to approve a film production on Bergen Beach on 09/03-09/04. They are requesting the beach from 6am-6pm, with a crew of 20 people and 3 vehicles. The film is a psychological thriller that contains beach scenes.

Motion to table: Commissioner Rice

Second: Commissioner Gieger

Vote:	Aye	Nay	Absent	Abstain
Mayor Imperiale	X			
Commissioner Gieger	X			
Commissioner Rice	X			

PUBLIC PROPTERY USAGE REQUEST:

Motion to approve the annual end of season Lifeguard in Training party on August 11th with a rain date of August 12th. 75 people expected.

Motion to approve/deny: Commissioner Rice

Second: Commissioner Gieger

Vote:	Aye	Nay	Absent	Abstain
Mayor Imperiale	X			
Commissioner Gieger	X			
Commissioner Rice	X			

COMMISSIONER REPORTS / TOPICS OF INTEREST

Commissioner Rice shared that the finance department is working on obtaining funds for the well project.

Commissioner Gieger shared that the Commissioners met with residents of Harvest Cove and Kinsey Cove to discuss how they could potentially end the fishkill issues. In conclusion he added that the Department of Parks, Property, and Public Works is currently working on installing the new playground equipment.

Mayor Imperiale applauded his fellow commissioners and Public Works employees on the swift response to the fishkill. He shared that the Friends of the Coves meeting that the commissioners held was well attended and will help the borough move forward in the future with notifying residents.

In conclusion, Mayor Imperiale introduced the Borough’s new Assistant to Finance Kristen Christofora.

PRIVILEGE OF THE FLOOR

Fred Schragger – 7 E. Salem Avenue – questioned if the windmill signs that are located along the boulevard will need to be removed once the new sign ordinance verbiage goes into effect. Mayor Imperiale confirmed that they will need to. After reviewing the bill list, Mr. Schragger questioned which phase the check for Mathis Construction was for and requested more financial information regarding the Streetscape project. Commissioner Rice confirmed that he will follow up with CFO Rebecca Wessler to answer his questions. Mr. Schragger also requested information regarding the status of the grant application for Phase 3 of the project. The Board of Commissioners confirmed that at this time the application has been filed but not yet awarded. Mr. Schragger questioned if work on water lines and water mains will need to be completed before Phase 3 can begin. Commissioner Gieger confirmed that it work will take place in the fall.

Moving on to Sunset Park, Mr. Schragger asked what the future plans for the Sunset Park sign on the corner of Salem is. Commissioner Gieger stated that they are expecting the completed sign by the end of the summer. Mr. Schragger inquired about the landscaping plan that was initially discussed in January and February. Commissioner Gieger explained that the borough was not in favor of the first draft plans that a separate engineering firm prepared. Mr. and Mrs. Schragger were involved with the weeding and plantings around Borough Hall, he asked if the borough had any plans moving forward with that. Mayor Imperiale expressed that everything would be taken care of.

Mr. Schragger shared with the audience multiple documents that he had requested via the Open Public Records Act. Mr. Schragger presented a fully redacted memo from the Boroughs Attorney Tennant Magee. He does not believe that is proper form. Mr. Schragger also presented all attorney billing where redactions were made and shared with attendees that they could view them.

Mayor Imperiale interjected and explained that when the borough receives an Open Public Records Act request that is not clear, borough attorneys will intervene and assist employees on completing the request. The OPRA requests that were submitted and received by Mr. Schragger had been reviewed and answered with the legal opinion of the borough attorneys. He added that the attorney determined what was attorney client privilege. In closing, Mayor Imperiale added that these OPRA requests take employee time and taxpayer dollars to complete.

Saul Ellman – 9 E. 82nd Street – questioned the amount of money that is being spent on fulfilling these requests. Mayor Imperiale used an example of one request costing five hundred dollars. Commissioner Rice shared that he will look into the cost of these requests with the Chief Financial Officer.

Robert Kaplon – 13 W. 76th Street – asked the borough to acknowledge prior Lifeguard Captain Michael “Zeke” Hill for his many years of service to the Borough of Harvey Cedars. Commissioner Rice confirmed that he will reach out to Mr. Hill to see if he is interested.

Jim Fritz – 1 W. 82nd Street - brought it to the boards attention that Governor Murphy is discussing potentially disallowing construction on barrier islands. Mayor Imperiale added that he will be meeting with the Ocean County Mayors Association and it is on the agenda.

Prior to the conclusion of public portion, Mr. Schragger shared a document that he submitted an additional document that he had received via the Open Public Records Act. The document was a Notice of Tort claim between the Borough and a previous employee. Mr. Schragger questioned if the Municipal Joint Insurance Company would be covering all of the employees named in the claim with one attorney or would the employees need to seek separate counsel. Mayor Imperiale explained that employees would not need to seek their own counsel and matters cannot be discussed openly due to the topic being personnel related.

MOTION TO ADJOURN

Motion to approve: Commissioner Rice

Second: Commissioner Gieger

The meeting adjourned at 5:03PM.

Christine Lisiewski, Acting Municipal Clerk

John M. Imperiale, Mayor

Joseph F. Gieger, Commissioner

Paul G. Rice, Commissioner

ORDINANCE NO. 2024-22

AN ORDINANCE OF THE BOROUGH OF HARVEY CEDARS, IN THE COUNTY OF OCEAN, NEW JERSEY, AMENDING ORDINANCE #2024-07 OF THE BOROUGH FINALLY ADOPTED ON MARCH 18, 2024, PROVIDING FOR VARIOUS DRAINAGE, STORMWATER AND BULKHEAD IMPROVEMENTS IN AND FOR THE BOROUGH AND APPROPRIATING \$250,000 THEREFOR, AND PROVIDING FOR THE ISSUANCE OF \$237,500 IN BONDS OR NOTES OF THE BOROUGH OF HARVEY CEDARS TO FINANCE THE SAME

THE BOARD OF COMMISSIONERS OF THE BOROUGH OF HARVEY CEDARS, IN THE COUNTY OF OCEAN, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring), DO ORDAIN, AS FOLLOWS:

Bond Ordinance No. 2024-07 of the Borough of Harvey Cedars, in the County of Ocean, New Jersey, finally adopted on March 18, 2024 (the "Prior Ordinance"), is hereby amended to revise the improvement and purpose contained in Section 3(a) thereof and to amend the period of usefulness contained in Section 6 thereof and as amended is hereby restated in full to read as follows:

Section 1. The improvement or purpose described in Section 3 of this bond ordinance is hereby authorized to be undertaken by the Borough of Harvey Cedars, in the County of Ocean, New Jersey (the "Borough") as a general improvement. For the improvement or purpose described in Section 3 hereof, there is hereby appropriated the sum of \$250,000 (representing no increase or decrease from the Prior Ordinance) including the sum of \$12,500 (representing no increase or decrease from the Prior Ordinance) as the down payment for the improvement or purpose pursuant to the Local Bond Law. The down payment has been made available by virtue of the provision in the capital improvement fund in one or more previously adopted budgets.

Section 2. In order to finance the cost of the improvement or purpose not covered by application of the down payment or otherwise provided for hereunder, negotiable bonds or notes are hereby authorized to be issued in the principal amount of \$237,500 (representing no increase or decrease from the Prior Ordinance) pursuant to the Local Bond Law. In anticipation of the issuance of the bonds or notes, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. (a) The improvement hereby authorized and the purpose for which the bonds or notes are to be issued is for the improvements to various drainage and stormwater improvements at various locations throughout the Borough, including but not limited to, Bay Terrace, and improvements to various bulkheads at various locations throughout the Borough, and including all work and materials necessary therefor and incidental thereto.

(b) The estimated maximum amount of bonds or notes to be issued for the improvement or purpose is as stated in Section 2 hereof.

(c) The estimated cost of the improvement or purpose is equal to the amount of the appropriation herein made therefor.

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer; provided that no note shall mature later than one year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the chief financial officer. The chief financial officer shall determine all matters in connection with notes issued pursuant to this bond ordinance, and the chief financial officer's signature upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time subject to the provisions of the Local Bond Law. The chief financial officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the notes sold, the price obtained and the name of the purchaser.

Section 5. The capital budget or temporary capital budget (as applicable) of the Borough is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. In the event of any such inconsistency and amendment, the resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget or amended temporary capital budget (as applicable) and capital program as approved by the Director of the Division of Local Government Services is on file with the Clerk and is available there for public inspection.

Section 6. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvement or purpose described in Section 3 of this bond ordinance is not a current expense. No part of the costs thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The period of usefulness of the improvement or purpose, within the limitations of the Local Bond Law, according to the reasonable life thereof computed from the date of the bonds authorized by this bond ordinance is ten (10) years (representing a decrease of ten (10) years from the Prior Ordinance).

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof

has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the Borough as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by \$237,500 (representing no increase or decrease from the Prior Ordinance), and the obligations authorized herein will be within all debt limitations prescribed by that Law.

(d) An amount not exceeding \$45,000 (representing no increase or decrease from the Prior Ordinance) for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the improvement or purpose.

(e) The Borough reasonably expects to commence the acquisition and/or construction of the several improvements or purposes described in Section 3 hereof, and to advance all or a portion of the costs in respect thereof, prior to the issuance of bonds or notes hereunder. To the extent such costs are advanced, the Borough further reasonably expects to reimburse such expenditures from the proceeds of the bonds or notes authorized by this bond ordinance, in an aggregate amount not to exceed the amount of bonds or notes authorized in Section 2 hereof.

Section 7. Any grant moneys received for the purposes described in Section 3 hereof shall be applied either to direct payment of the cost of the improvement or to payment of the obligations issued pursuant to this bond ordinance. The amount of obligations authorized hereunder shall be reduced to the extent that such funds are so used.

Section 8. The full faith and credit of the Borough is hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Borough, and the Borough shall be obligated to levy ad valorem taxes upon all the taxable property within the Borough for the payment of the obligations and the interest thereon without limitation of rate or amount.

Section 9. The chief financial officer of the Borough is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Borough and to execute such disclosure document on behalf of the Borough. The chief financial officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Borough pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the Borough and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the

requirements of the Rule. In the event that the Borough fails to comply with its undertaking, the Borough shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

Section 10. To the extent that any previous ordinance or resolution is inconsistent herewith or contradictory hereto, said ordinance or resolution is hereby repealed or amended to the extent necessary to make it consistent herewith.

Section 11. This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

MOTION TO ADOPT: Commissioner Rice
SECOND: Commissioner Gieger
ROLL CALL: Mayor Imperiale, Commissioner Rice, Commissioner Gieger
AYES: 3
NAYS: none
ADOPTED ON: 08/05/2024
EFFECTIVE DATE: 08/14/2024

John M. Imperiale, Mayor

Joseph F. Gieger, Commissioner

Paul G. Rice, Commissioner

ORDINANCE 2024-23

ORDINANCE OF THE BOROUGH OF HARVEY CEDARS, COUNTY OF OCEAN, STATE OF NEW JERSEY, AMENDING CHAPTER 21, WHICH PERTAINS TO PROPERTY MAINTENANCE, AND AMENDING CHAPTER 3, WHICH PERTAINS TO POLICE REGULATIONS

STATEMENT OF PURPOSE

The purpose of this ordinance is to amend Chapter 21 to adopt the required State regulations relating to tree removal and replacement, amend existing dead tree regulations, adopt regulations prohibiting the planting of certain invasive plants, and amend the regulations relating to notice requirements, and to amend Chapter 3 to revise the general penalty and notice regulations.

SECTION I

§21-7.8 is repealed.

SECTION II

§21-14 is adopted as follows.

Chapter 21-13 Tree Removal and Replacement

§21-13.1 Purpose.

This Chapter establishes the requirements for tree removal and replacement to reduce soil erosion and pollutant runoff, promote infiltration of rainwater into the soil, and protect the environment, public health, safety, and welfare.

§21-13.2 Definitions.

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

APPLICANT

Any person, as defined below, who applies for approval to remove trees regulated under this ordinance.

CRITICAL ROOT RADIUS (CRR)

The zone around the base of a tree where the majority of the root system is found. This zone is calculated by multiplying the diameter at breast height (DBH) of the tree by 1.5 feet. For example: a tree with a 6" DBH would have a $CRR = 6" \times 1.5' = 9'$.

DIAMETER AT BREAST HEIGHT (DBH)

The diameter of the trunk of a mature tree generally measured at a point 4 ½ feet above ground level from the uphill side of the tree. For species of trees where the main trunk divides below the 4 ½ foot height, the DBH shall be measured at the highest point before any division.

HAZARD TREE

A tree or limbs thereof that meet 1 or more of the criteria below. Trees that do not meet any of the criteria below and are proposed to be removed solely for development purposes are not hazard trees.

- a. Has an infectious disease or insect infestation;
- b. Is dead or dying;
- c. Obstructs the view of traffic signs or the free passage of pedestrians or vehicles, where pruning attempts have not been effective;
- d. Is causing obvious damage to structures (such as building foundations, sidewalks, etc.); or
- e. Is determined to be a threat to public health, safety, and/or welfare by a certified arborist or Licensed Tree Expert (LTE).

PERSON

Any individual, resident, corporation, utility, company, partnership, firm, or association.

PLANTING STRIP

The part of a street right-of-way between the public right-of-way and the portion of the street reserved for vehicular traffic or between the abutting property line and the curb or traveled portion of the street, exclusive of any sidewalk.

RESIDENT

An individual who resides on the residential property or contractor hired by the individual who resides on the residential property where a tree(s) regulated by this ordinance is removed or proposed to be removed.

STREET TREE

A tree planted in the sidewalk, planting strip, and/or in the public right-of-way adjacent to (or specified distance from) the portion of the street reserved for vehicular traffic. This also includes trees planted in planting strips within the roadway right-of-way, i.e., islands, medians, pedestrian refuges.

TREE

A woody perennial plant, typically having a single stem or trunk growing to a considerable height and bearing lateral branches at some distance from the ground.

TREE CALIPER

The diameter of the trunk of a young tree measured 6 inches from the soil line. For young trees whose caliper exceeds 4 inches, the measurement is taken 12 inches above the soil line.

TREE REMOVAL

To kill or to cause irreparable damage that leads to the decline and/or death of a tree. This includes, but is not limited to, excessive pruning, application of substances that are toxic to the tree, over-mulching or improper mulching, and improper grading and/or soil compaction within the critical root radius around the base of the tree that leads to the decline and/or death of a tree. Removal does not include responsible pruning and maintenance of a tree, or the application of treatments intended to manage invasive species.

§21-13.3 Regulations.

a. Application Process.

1. Any person planning to remove a street tree, as defined as Tree removal, with DBH of 2.5” or more or any non-street tree with DBH of 6” or more on their property shall submit a Tree Removal Application to the Zoning Officer. No tree shall be removed until municipal officials have reviewed and approved the removal.
2. Applicants will be subject to an application fee as per the Table below.

b. Tree Replacement Requirements.

1. Any person who removes one or more street tree(s) with a DBH of 2.5” or more, unless exempt under Section IV, shall be subject to the requirements of the Tree Replacement Requirements Table below.
2. Any person who removes one or more tree(s), as defined as Tree removal, with a DBH of 6” or more per acre, unless otherwise detailed under §8.70.040, shall be subject to the requirements of the Tree Replacement Requirements Table.
3. The species type and diversity of replacement trees shall be in accordance with Appendix A.
4. Replacement tree(s) shall:
 - (a) Be replaced in kind with a tree that has an equal or greater DBH than tree removed or meet the Tree Replacement Criteria in the table below;
 - (b) Be planted within 12 months of the date of removal of the original tree(s) or at an alternative date specified;
 - (c) Be monitored by the applicant for a period of 2 years to ensure their survival and shall be replaced as needed within 12 months; and
 - (d) Shall not be planted in temporary containers or pots, as these do not count towards tree replacement requirements.

Tree Replacement Requirements Table:

Category	Tree Removed (DBH)	Tree Replacement Criteria (See Appendix A)	Application Fee
1	DBH of 2.5” (for street trees) or 6” (for non-street trees) to 12.99”	Replant 1 tree with a minimum tree caliper of 1.5” for each tree removed	\$40
2	DBH of 13” to 22.99”	Replant 2 trees with minimum tree calipers of 1.5” for each tree removed	\$40
3	DBH of 23” to 32.99”	Replant 3 trees with minimum tree calipers of 1.5” for each tree removed	\$40
4	DBH of 33” or greater	Replant 4 trees with minimum tree calipers of 1.5” for each tree removed	\$40

c. Replacement Alternatives.

1. If the Borough determines that some or all required replacement trees cannot be planted on the property where the tree removal activity occurred, then the applicant shall do one of the following:
 - (a) Plant replacement trees in a separate area(s) approved by the Borough; and
 - (b) Pay a fee of \$500 per tree removed. This fee shall be placed into a fund dedicated to tree planting and continued maintenance of the trees.
- d. Properties shall be maintained free from dead and dying trees when such trees constitute a hazard and may create a potential threat to persons or property. The Borough may cause the dead and dying trees to be removed by or under the direction of the Code Enforcement Officer or designee pursuant to N.J.S.A. 40:48-2.12, or as otherwise provided by law, and, pursuant to N.J.S.A. 40:48-2.14, or as otherwise provided by law, such costs shall be certified to the governing body, which shall examine the certificate and if found correct shall cause the cost as shown thereon to be charged against said dwelling or lands; the amount so charged shall forthwith become a lien upon such dwelling or lands and shall be added to and become and form part of the taxes next to be assessed and levied upon such dwelling or lands, the same to bear interest at the same rate as taxes, and shall be collected and enforced by the same officers and in the same manner as taxes.

§21-13.4 Exemptions.

All persons shall comply with the tree replacement standard outlined in this Chapter, except in the cases detailed below with the exception for compliance with 21-13.3d, which is mandatory and to which no exception applies. Proper justification shall be provided, in writing, to the Borough by all persons claiming an exemption. Proper justification shall include statements from a New Jersey licensed tree expert pursuant to N.J.S.A. 45:15C-11.

- a. Residents who remove less than 4 trees per acre that fall into category 1, 2, or 3 of the Tree Replacement Requirements Table within a 5-year period. The number of trees removed is a rolling count across a 5-year period. For example, if 3 trees from category 1 are removed in July 2023, the 'count' resets to zero in July 2028. However, if 1 tree from category 1 is removed in July 2023 and another in July of 2025 the first tree will come off the count in July 2028 and the second in July 2030.
- b. Tree farms in active operation, nurseries, fruit orchards, and garden centers.
- c. Properties used for the practice of silviculture under an approved forest stewardship or woodland management plan that is active and on file with the Borough.
- d. Any trees removed as part of a municipal or state decommissioning plan. This exemption only includes trees planted as part of the construction and predetermined to be removed in the decommissioning plan.
- e. Any trees removed pursuant to a New Jersey Department of Environmental Protection (NJDEP) or U.S. Environmental Protection Agency (EPA) approved environmental clean-up, or NJDEP approved habitat enhancement plan.
- f. Approved game management practices, as recommended by the State of New Jersey Department of Environmental Protection, Division of Fish, Game and Wildlife.
- g. Hazard trees may be removed with no fee or replacement requirement.

§21-13.5 Enforcement.

This Chapter shall be enforced by the Police Department, Zoning Officer, and/or Code Enforcement Officer during the course of ordinary enforcement duties.

§21-13.6 Violations and Penalties:

Any person(s) who is found to be in violation of the provisions of this Chapter shall be subject to the general penalty provisions of §3.9, General Penalty, plus the payment of \$500 per tree into the fund dedicated to tree planting and continued maintenance of the trees. Each tree shall constitute a separate violation.

APPENDIX A

Approved List of Replacement Tree Species and Planting Standards.

Tree Species	Planting Season
Cedar	May/October
Crepe Myrtle	Late spring/early fall
Red Maple	Late spring/early fall
Swamp Maple	Late spring/early fall

Planting Procedures.

1. Ensure trunk flare is partially visible after the tree is planted.
2. Dig a shallow, broad planting hole, 2-3 times wider than the root ball, but only as deep as the root ball.
3. Uncover root ball and remove all wire or rings.
4. Lift tree into hole by root ball, not the trunk.
5. Ensure the tree is straight.
6. Gently fill in the hole, firmly pack soil around the base to stabilize it and eliminate air pockets. Do not fertilize at planting.
7. Staking may be required when planting bare root stock or at windy sites but is not normally recommended. Remove stakes after 1 year of growth.
8. Place a 2-3 inch layer of mulch at the base, but allow for 1-2 inch wide mulch-free area to reduce most bark and decay.
9. Keep soil moist, water once per week, continue into mid-fall.

SECTION III

§21-14 is adopted as follows.

§21-14 Invasive Plants

§21-14.1 Definitions.

As used in this Chapter, the following terms shall have the meanings indicated.

ENFORCEMENT OFFICER

The Code Enforcement Officer or designee.

INVASIVE PLANTS

- a. Plant species that are both nonnative and able to establish on many sites and grow and spread quickly to the point of disrupting and causing harm to plant communities, ecosystems, or human health;
- b. Each of the following: Canadian thistle (*Cirsium arvense*), Eurasian watermilfoil (*Lonicera japonica*), garlic mustard (*Alliaria petiolata*), Japanese knotweed (*Polygonum caspidatum*), Japanese stiltgrass (*Microstegium vimineum*), mile-a-minute (*Polygonum perfoliatum*), purple loosestrife (*Lythrum salicaria*), Russian olive (*Elaeagnus angustifolia*), Black Pine (*Pinus thunbergia*) and water chestnut (*Trapa natans*) and shall include the plant and any cutting, flower, seed, root, other plant part, or cultivar therefrom; or
- c. All native and nonnative bamboo. “Bamboo” shall mean and include plant species commonly known as “running” (monopodial) or “clumping” (sympodial). This definition shall include but is not limited to the following plant genera: *Arundinaria*; *Bambusa*; *Chimonobambusa*; *Dendrocalamus*; *Fargesia*; *Phyllostachys*; *Pleioblastus*; *Pseudosasa*; *Sasa*; *Sasaella*; *Semiarundinaria*.

§21-14.2 Control of growth.

All property owners and tenants shall control the growth of invasive plants and ensure that the growth of invasive plants does not spread to, encroach upon, or otherwise invade or intrude upon adjoining private or public properties, or public rights-of-way. Failure to control the spread of such vegetation beyond the boundaries of the property is a violation of the Chapter.

§21-14.3 Inspections.

All places and premises shall be subject to inspection by the Code Enforcement Officer or designee. Such inspections shall be performed by such person, persons, or agency duly authorized and appointed. Such inspections shall be made if that official has reason to believe that any section of this Chapter is being violated.

§21-14.4 New plantings prohibited.

All new in-ground plantings of invasive plants are strictly prohibited. All existing invasive plants shall be contained within the boundaries of the property by appropriate physical barriers to prevent the growth and/or spread of the invasive plants beyond the boundaries of the property.

§21-14.5 Removal and abatement.

Whenever an invasive plant is found on any plot of land, lot, or any other premises, or place, and is found to lack appropriate physical barriers to prevent its spread or growth, or is found to have spread beyond the boundaries of a property, a violation shall be given to the owner of the property from which the invasive plants originated, in writing, to remove or abate the same within 90 days. In the event the invasive plants are not removed with the required time period, the Borough may cause the dead and dying trees to be removed by or under the direction of the Code Enforcement Officer or designee pursuant to N.J.S.A. 40:48-2.12, or as otherwise provided by law, and, pursuant to N.J.S.A. 40:48-2.14, or as otherwise provided by law, such costs shall be certified to the governing body, which shall examine the certificate and if found correct shall cause the cost as shown thereon to be charged against said dwelling or lands; the amount so charged shall forthwith become a lien upon such dwelling or lands and shall be added to and become and form part of the taxes next to be assessed and levied upon such dwelling or lands, the same to bear interest at the same rate as taxes, and shall be collected and enforced by the same officers and in the same manner as taxes.

§21-14.6 Violations and penalties.

Any person(s) who is found to be in violation of the provisions of this Chapter shall be subject to the general penalty provisions of §3.9, General Penalty, in addition to the remedies hereinbefore provided.

SECTION IV

§3-9 is repealed and replaced with the following.

§3-9 General Penalty.

§3-9.1 Maximum penalties.

For violation of any provision of the Borough Code or any other ordinances of the Borough where no specific penalty is provided, the maximum penalty, upon conviction, shall be one or more of the following pursuant to N.J.S.A. 40:49-5: (i) for zoning or housing code violations, by a fine not exceeding \$1,250; (ii) for unlawful waste disposal, by a fine not exceeding \$2,500; (iii) for any other violations of the Code where the penalty is not otherwise set forth in the chapter, by a fine not exceeding \$2,000; (iv) imprisonment in the county jail or in any place provided by the municipality for the detention of prisoners for any term not exceeding 90 days; and/or (v) by a period of community service not exceeding 90 days. Any person convicted of the violation may, in the discretion of the court by which he or she was convicted and in default of the payment of any fine imposed therefor be imprisoned in the county jail or place of detention provided by the Borough for any term not exceeding 90 days or be required to perform community service for a period not exceeding 90 days.

§3-9.2 Separate violations.

Except as otherwise provided, each separate act and/or every day in which a violation of any provision of a chapter or any other ordinance of the Borough exists shall constitute a separate violation.

§3-9.3 Additional fine for repeat offenders.

Any person who is convicted of violating this Code or an ordinance within one year of the date of a previous violation of the same provision of this Code or of the same ordinance and who was fined for the previous violation, shall be sentenced by a court to an additional fine as a repeat offender. The additional fine imposed by the court upon a person for a repeated offense shall not be less than the minimum or exceed the maximum fine fixed for a violation of the ordinance or Code provision but shall be calculated separately from the fine imposed for the violation of the ordinance or Code provision. If the governing body elects not to impose an additional fine upon a person for a repeated violation of any municipal ordinance, the governing body may waive the additional fine by ordinance or resolution.

§3-9.4 Election of remedies.

Enforcement in a municipal court by way of prosecution for violations of this Code or ordinances of the Borough shall not preclude other remedies that may be available at law.

§3-9.5 Notice of violation.

Except where otherwise set forth in the specific chapter of the Code, all notices of violation of the Code elected to be issued by the designated official, at the official's discretion, shall be served by either certified mail or personal service. Unless otherwise required by law, a notice of violation shall not be a precondition to the issuance and service of a summons, a summons may issue and be served without a prior notice of violation, and the service of a summons shall be in accordance with the Rules Governing Practice in Municipal Courts. In the event the designated official elects to issue a notice of violation, he or she shall possess the discretion to determine the amount of time set forth in the notice to remedy the violation prior to the issuance of a summons or the Borough's institution of an appropriate legal action in a court of competent jurisdiction, except where the time period is otherwise set by State law.

SECTION V

§21-5.2 is repealed and replaced as follows.

§21-5.2 Notice of violation.

The Code Official may serve a notice of violation or order in accordance with § 21-6, except the Code Official shall serve a notice of violation if required by State law. Unless otherwise required by law, a notice of violation shall not be a precondition to the issuance and service of a summons, a summons may issue and be served without a prior notice of violation, and the service of a summons shall be in accordance with the Rules Governing Practice in Municipal Courts.

SECTION VI

All ordinances, or parts of ordinances, inconsistent with this ordinance are hereby repealed to the extent of such inconsistency.

SECTION VII

If any word, phrase, clause, section, or provision of this ordinance shall be found by any Court of competent jurisdiction to be unenforceable, illegal, or unconstitutional, such word, phrase, clause, section, or provision shall be severable from the balance of the ordinance and the remainder of the ordinance shall remain in full force and effect.

Effective date.

This ordinance shall take effect after final adoption and publication as required by law.

NOTICE

Public Notice is hereby given that the foregoing Ordinance was introduced and passed on the first reading at a regular meeting of the Board of Commissioners of the Borough of Harvey Cedars, County of Ocean, State of New Jersey, held on Monday, August 5th, 2024, at 4:30p.m.

Further public notice is hereby given that said ordinance shall be considered for final passage and adoption at a regular meeting of the Board of Commissioners to be held on Monday, August 19th, 2024, at 4:30 p.m. at the Borough Hall, 7606 Long Beach Blvd., Harvey Cedars, NJ 08008, at which time and place any person desiring to be heard will be given an opportunity to be so heard.

Christine Lisiewski
Acting Municipal Clerk

CERTIFICATION

I, CHRISTINE LISIEWSKI, Acting Municipal Clerk for the Borough of Harvey Cedars do hereby certify that the foregoing Ordinance 2024-23 was duly adopted by the Board of Commissioners at their meeting held on Monday, _____, 2024, at _____ p.m.

Christine Lisiewski
Acting Municipal Clerk

First Reading:
Publication:
Second Reading:
Final Publication:
Effective:

ORDINANCE NO. 2024-24

**AN ORDINANCE AMENDING CHAPTER 2 OF THE REVISED GENERAL
ORDINANCES OF THE BOROUGH OF HARVEY CEDARS, 1975,
ENTITLED “ADMINISTRATION” AS IT PERTAINS TO FIRE DEPARTMENT**

BE IT ORDAINED by the Board of Commissioners of the Borough of Harvey Cedars, as follows:

Section 1. Section 2-12.2 entitled “Membership in Fire Department”, paragraph B., second sentence is hereby replaced and amended to read as follows:

Upon election to membership by majority vote of the unit present and voting, a complete background check may be performed by the Harvey Cedars Police Department.

Section 2. All ordinances or parts of ordinances inconsistent herewith are repealed to the extent of such inconsistency.

Section 3. If any word, phrase, clause, section or provision of this ordinance shall be found by any court of competent jurisdiction to be unenforceable, illegal or unconstitutional, such word, phrase, clause, section or provision shall be severable from the balance of the ordinance and the remainder of the ordinance shall remain in full force and effect.

Section 4. This ordinance shall take effect immediately upon publication in accordance with law.

ADOPTED ON:

MOTION TO ADOPT:

SECOND:

ROLL CALL:

ADOPTED ON:

EFFECTIVE DATE:

John M. Imperiale, Mayor

Paul G. Rice, Commissioner

Joseph F. Gieger, Commissioner

ORDINANCE 2024-25

**AN ORDINANCE OF THE BOROUGH OF HARVEY CEDARS, OCEAN COUNTY,
NEW JERSEY AMENDING CHAPTER 13 ENTITLED “ZONING”
AS IT PERTAINS TO SIGNS**

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF
THE BOROUGH OF HARVEY CEDARS** as follows:

Section 1. Section 13-14.3 of the Code of the Borough of Harvey Cedars entitled “Prohibited Features” is hereby amended by supplementing new paragraph d. as follows:

- d. It shall be unlawful for any person to post a political campaign and/or promotional sign on or over any public property in the borough. Public property is defined to include, “all public streets, sidewalks, boulevards, alleys or other rights-of-way, all public parks, squares, spaces, grounds, buildings, medians, traffic signal facilities, utility poles or any other type of public pole.

Section 2. This Ordinance repeals any inconsistent ordinance or ordinances or part or parts thereof.

Section 3. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Borough Mayor and Commissioners hereby declare that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 4. This Ordinance shall take effect upon final adoption after publication in accordance with law.

MOTION TO ADOPT:

SECOND:

ROLL CALL:

ADOPTED ON:

EFFECTIVE DATE:

John M. Imperiale, Mayor

Paul G. Rice, Commissioner

Joseph F. Gieger, Commissioner

RESOLUTION #2024-102

**AUTHORIZING THE APPOINTMENT OF A TEMPORARY QUALIFIED
PURCHASING AGENT (QPA)**

WHEREAS, N.J.S.A 40A:11-9(g) provides that in the event of a vacancy in the position of Qualified Purchasing Agent, the governing body may appoint a person who does not possess a Qualified Purchasing Agent certificate to serve as a Temporary Purchasing Agent for one year commencing from the date of vacancy and that that person may be reappointed as a Temporary Purchasing Agent for one additional year following the end of the first temporary appointment; and

WHEREAS, William Montag is actively seeking certification as a QPA and satisfies the statutory requirement to be appointed as a Temporary Purchasing Agent.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Borough of Harvey Cedars, County of Ocean, State of New Jersey, that William Montag is hereby appointed as Temporary Qualified Purchasing Agent effective May 1, 2024 for a one (1) year term pursuant to N.J.S.A. 40A:11-9; and

BE IT FURTHER RESOLVED this appointment maintains the Borough of Harvey Cedars to maintain a bid threshold of \$44,000.

PASSED ON: August 5, 2024

CERTIFICATION

I, Christine Lisiewski, Municipal Clerk of the Borough of Harvey Cedars, County of Ocean, hereby certify that the above is a resolution adopted by the Board of Commissioners at a meeting held on August 5, 2024.

Christine Lisiewski, Municipal Clerk

RESOLUTION #2024-103

RESOLUTION OF THE BOROUGH OF HARVEY CEDARS, IN THE COUNTY OF OCEAN, NEW JERSEY, DETERMINING THE FORM AND OTHER DETAILS OF ITS “NOTE RELATING TO THE WATER BANK CONSTRUCTION FINANCING PROGRAM OF THE NEW JERSEY INFRASTRUCTURE BANK”, TO BE ISSUED IN THE PRINCIPAL AMOUNT OF UP TO \$2,875,000, AND PROVIDING FOR THE ISSUANCE AND SALE OF SUCH NOTE TO THE NEW JERSEY INFRASTRUCTURE BANK, AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH NOTE BY THE BOROUGH OF HARVEY CEDARS IN FAVOR OF THE NEW JERSEY INFRASTRUCTURE BANK, ALL PURSUANT TO THE NEW JERSEY INFRASTRUCTURE BANK CONSTRUCTION FINANCING PROGRAM AND IN CONNECTION WITH THE INSTALLATION OF A WATER MONITORING WELL PROJECT

WHEREAS, the Borough of Harvey Cedars (the “Local Unit”), in the County of Ocean, New Jersey, has determined that there exists a need within the Local Unit to construct the Installation of a Water Monitoring Well project (the “Project”), and it is the desire of the Local Unit to obtain financing for such Project through participation in the environmental infrastructure financing program (the “Infrastructure Financing Program”) of the New Jersey Infrastructure Bank (f/k/a the New Jersey Environmental Infrastructure Trust) (the “I-Bank”);

WHEREAS, the Local Unit has determined to temporarily finance the construction of the Project prior to the closing with respect to the Infrastructure Financing Program, and to undertake such temporary financing with the proceeds of a short-term loan to be made by the I-Bank (the “Construction Loan”) to the Local Unit, pursuant to the Water Bank Construction Financing Program of the I-Bank (the “Water Bank Construction Financing Program”);

WHEREAS, in order to (i) evidence and secure the repayment obligation of the Local Unit to the I-Bank with respect to the Construction Loan and (ii) satisfy the requirements of the Water Bank Construction Financing Program, it is the desire of the Local Unit to issue and sell to the I-Bank the “Note Relating to the Water Bank Construction Financing Program of the New Jersey Infrastructure Bank” in a principal amount of up to \$2,875,000 (the “Note”);

WHEREAS, it is the desire of the Local Unit to authorize, execute, attest and deliver the Note to the I-Bank pursuant to the terms of the Local Bond Law of the State of New Jersey, constituting Chapter 2 of Title 40A of the Revised Statutes of the State of New Jersey (the “Local Bond Law”), and other applicable law; and

WHEREAS, Section 28 of the Local Bond Law (N.J.S.A. 40A:2-28) and N.J.S.A. 58:11B-9 allow for the sale of the Note to the I-Bank without any public offering, all under the terms and conditions set forth therein.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Local Unit (not less that a majority of the full membership of the Borough Council affirmatively concurring) as follows:

Section 1. In accordance with Section 28 of the Local Bond Law and N.J.S.A. 58:11B-9, the Local Unit hereby authorizes the issuance, sale and award the Note in accordance with the provisions hereof. The obligation represented by the Note has been appropriated and authorized by bond ordinance number 2017-05 of the Local Unit, as amended by bond ordinance number 2022-18 of the Local Unit and bond ordinance number 2024-06 of the Local Unit (collectively, the “Bond Ordinances”), which Bond Ordinances are respectively entitled “**AN ORDINANCE OF THE BOROUGH OF HARVEY CEDARS, IN THE COUNTY OF OCEAN, NEW JERSEY PROVIDING FOR THE INSTALLATION OF A WELL AND RELATED IMPROVEMENTS, AND APPROPRIATING \$1,125,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$1,125,000 BONDS OR NOTES OF THE BOROUGH OF HARVEY CEDARS TO FINANCE THE COST THEREOF**”, “**AN ORDINANCE OF THE BOROUGH OF HARVEY CEDARS, IN THE COUNTY OF OCEAN, NEW JERSEY, AMENDING ORDINANCE 2017-05 OF THE BOROUGH**

FINALLY ADOPTED ON FEBRUARY 21, 2017, PROVIDING FOR THE INSTALLATION OF A WELL AND RELATED IMPROVEMENTS, AND APPROPRIATING \$1,825,000 THEREFORE, AND PROVIDING FOR THE ISSUANCE OF \$1,825,000 IN BONDS OR NOTES OF THE BOROUGH OF HARVEY CEDARS TO FINANCE THE SAME” and “AN ORDINANCE OF THE BOROUGH OF HARVEY CEDARS, IN THE COUNTY OF OCEAN, NEW JERSEY, AMENDING ORDINANCE 2017-05 OF THE BOROUGH FINALLY ADOPTED ON FEBRUARY 21, 2017, SUBSEQUENTLY AMENDED BY ORDINANCE 2022-18 OF THE BOROUGH FINALLY ADOPTED ON OCTOBER 7, 2022, PROVIDING FOR THE INSTALLATION OF A WELL AND RELATED IMPROVEMENTS, AND APPROPRIATING \$3,325,000 THEREFORE, AND PROVIDING FOR THE ISSUANCE OF \$3,325,000 IN BONDS OR NOTES OF THE BOROUGH OF HARVEY CEDARS TO FINANCE THE SAME” and which Bond Ordinances were finally adopted by the Local Unit at meetings duly called and held on February 21, 2017, October 7, 2022 and March 18, 2024, respectively, at which times a quorum was present and acted throughout, all pursuant to the terms of the Local Bond Law and other applicable law.

Section 2. The Chief Financial Officer of the Local Unit (the “Chief Financial Officer”) is hereby authorized to determine, in accordance with the Local Bond Law and pursuant to the terms and conditions hereof, (i) the final principal amount of the Note (subject to the maximum limitation set forth in Section 4(a) hereof), and (ii) the dated date of the Note.

Section 3. Any determination made by the Chief Financial Officer pursuant to the terms hereof shall be conclusively evidenced by the execution and attestation of the Note by the parties authorized pursuant to Section 4(h) hereof.

Section 4. The Local Unit hereby determines that certain terms of the Note shall be as follows:

- (a) the principal amount of the Note to be issued shall be an amount up to \$2,875,000;
- (b) the maturity of the Note shall be as determined by the I-Bank;
- (c) the interest rate of the Note shall be as determined by the I-Bank;
- (d) the purchase price for the Note shall be par;
- (e) the Note shall be subject to prepayment prior to its stated maturity in accordance with the terms and conditions of the Note;
- (f) the Note shall be issued in a single denomination and shall be numbered “NJWB-CFP-24-1” or such other number as determined by the Chief Financial Officer upon consultation with the I-Bank;
- (g) the Note shall be issued in fully registered form and shall be payable to the registered owner thereof as to both principal and interest in lawful money of the United States of America; and
- (h) the Note shall be executed by the manual or facsimile signatures of the Mayor and the Chief Financial Officer of the Local Unit (each, an “Authorized Officer” and, collectively, the “Authorized Officers”) under the official seal or a facsimile thereof affixed, printed, engraved or reproduced thereon and attested by the manual signature of the Local Unit Clerk.

Section 5. The Note shall be substantially in the form attached hereto as Exhibit A.

Section 6. The law firm of DeCotiis, FitzPatrick, Cole & Giblin, LLP, is hereby authorized to arrange for the printing of the Note, which law firm may authorize McCarter & English, LLP, bond counsel to the I-Bank for the Water Bank Construction Financing Program, to arrange for same.

Section 7. The Authorized Officers of the Local Unit are hereby further severally authorized to (i) execute and deliver, and the Local Unit Clerk is hereby further authorized to attest to such execution and to affix the corporate seal of the Local Unit to, any document, instrument or closing certificate deemed necessary, desirable or convenient by the Authorized Officers or the Clerk of the Local Unit, as applicable, in their respective sole discretion, after consultation with counsel and any advisors to the Local Unit and after further consultation with the I-Bank and its representatives, agents, counsel and advisors, to be executed in connection with the issuance and sale of the Note and the participation of the Local Unit in the Water Bank Construction Financing Program, which determination shall be conclusively evidenced by the execution of each such

certificate or other document by the party authorized hereunder to execute such certificate or other document, and (ii) perform such other actions as the Authorized Officers deem necessary, desirable or convenient in relation to the execution and delivery of the Note and the participation of the Local Unit in the Water Bank Construction Financing Program.

Section 8. This resolution shall be effective upon the adoption hereof.

Section 9. Upon the adoption hereof, the Local Unit Clerk shall forward certified copies of this resolution to William R. Mayer, Esq., DeCotiis, FitzPatrick, Cole & Giblin, LLP, bond counsel to the Local Unit, David Zimmer, Executive Director of the I-Bank, and Richard T. Nolan, Esq., McCarter & English, LLP, bond counsel to the I-Bank.

Exhibit A

**BOROUGH OF HARVEY CEDARS
NOTE
RELATING TO:
THE WATER BANK CONSTRUCTION FINANCING PROGRAM
OF THE NEW JERSEY INFRASTRUCTURE BANK**

\$ _____, _____

NJWB - CFP – [Year] - __

FOR VALUE RECEIVED, the Borough of Harvey Cedars, a municipal corporation duly created and validly existing pursuant to the laws of the State (as hereinafter defined), and its successors and assigns (the “Borrower”), hereby promises to pay to the order of the **NEW JERSEY INFRASTRUCTURE BANK**, a public body corporate and politic with corporate succession, duly created and validly existing under and by virtue of the Act (as hereinafter defined) (the “I-Bank”), the Principal (as hereinafter defined), together with all unpaid accrued Interest (as hereinafter defined), fees, late charges and other sums due hereunder, if any, in lawful money of the United States of America, on the Maturity Date (as hereinafter defined) or the date of any optional prepayment or acceleration in accordance with the provisions of this note (this “Note”); provided, however, that portions of the Interest may be due and payable earlier, at the time(s) and in the amount(s), as and to the extent provided in accordance with Section 4 hereof.

SECTION 1. Definitions. As used in this Note, unless the context requires otherwise, the following terms shall have the following meanings:

“**Act**” means the “New Jersey Infrastructure Trust Act”, constituting Chapter 334 of the Pamphlet Laws of 1985 of the State (codified at N.J.S.A. 58:11B-1 *et seq.*), as the same has been, and in the future may from time to time be, amended and supplemented.

“**Administrative Fee**” means the “NJDEP Fee” as defined and calculated in Exhibit B hereto, which is an administrative fee that is payable by the Borrower to the NJDEP (at the time and in the amount as is established by the provisions of Section 4(b) hereof) as a portion of the Cost of the Project that has been incurred by the Borrower for engineering and environmental services provided to the Borrower by the NJDEP.

“**Anticipated Financing Program**” means the New Jersey Water Bank financing program of the I-Bank, pursuant to which the I-Bank will issue its I-Bank Bonds for the purpose of financing, on a long-term basis, the Project as well as other projects of certain qualifying borrowers.

“**Anticipated Long-Term Loan**” means the long-term loan made by the I-Bank to the Borrower from the proceeds of its I-Bank Bonds, as part of the Anticipated Financing Program.

“**Authorized Officer**” means any person authorized by the Borrower or the I-Bank, as the case may be, to perform any act or execute any document relating to the Loan or this Note.

“**Code**” means the Internal Revenue Code of 1986, as the same may from time to time be amended and supplemented, including any regulations promulgated thereunder, any successor code thereto and any administrative or judicial interpretations thereof.

“**Cost**” or “**Costs**” means those costs that are allocable to the Project, as shall be determined on a project-specific basis in accordance with the Regulations, as further set forth in Exhibit B hereto, (i) as such Exhibit B shall be supplemented by an Authorized Officer of the I-Bank by means of either a substitute Exhibit B or an additional Exhibit B, such supplement to be implemented concurrently with the supplement to Exhibit A-1 hereto (as provided in the definition of “Project” as set forth herein), and (ii) as the then-current Exhibit B may be amended by subsequent changes to eligible costs as evidenced by a certificate of an Authorized Officer of the I-Bank.

“**Credit Policy**” means the “New Jersey Infrastructure Bank Credit Policy,” as adopted by

the Board of Directors of the I-Bank and as further amended and supplemented from time to time.

“Environmental Infrastructure Facilities” means Wastewater Treatment Facilities, Stormwater Management Facilities or Water Supply Facilities (as such terms are defined in the Regulations).

“Environmental Infrastructure System” means the Environmental Infrastructure Facilities of the Borrower, including the Project, for which the Borrower is receiving the Loan.

“Event of Default” means any occurrence or event specified in Section 6 hereof.

“Financial Plan” means the then-applicable Financial Plan, as prepared for the then-current State Fiscal Year and as submitted to the State Legislature by the I-Bank and the NJDEP, and as the same may be amended or supplemented from time to time during such State Fiscal Year, all pursuant to, and in satisfaction of the requirements of, sections 21, 21.1, 22 and 22.1 of the Act.

“I-Bank Bonds” means the revenue bonds of the I-Bank to be issued pursuant to, and as part of, the Anticipated Financing Program.

“Interest” means the interest that shall accrue on a daily basis with respect to Principal to be calculated each day by applying the Interest Rate established for a State Fiscal Year divided by 360 to the Principal amount on that day.

“Interest Rate” means the rate of interest as shall be established by an Authorized Officer of the I-Bank in a manner consistent with the terms and provisions of the Financial Plan for each State Fiscal Year.

“Issue Date” means the date of issuance of this Note.

“Loan” means the loan of the Principal, made by the I-Bank to the Borrower to finance or refinance a portion of the Cost of the Project, as evidenced and secured by this Note.

“Loan Disbursement Requisition” means the requisition (in a form to be determined by the I-Bank and the NJDEP) that shall relate exclusively to the Project (as defined in this Section 1, hereof) and the Costs that are allocable to the Project, which form of requisition shall be executed by an Authorized Officer of the Borrower and shall be submitted, reviewed and approved as provided by the provisions of Section 4 hereof.

“Maturity Date” means the Maturity Date as determined pursuant to clause (i), (ii) or (iii) of this definition, subject to being redetermined pursuant to clause (iv) or (v) of this definition, but subject, in all events, to the rights and remedies of the I-Bank pursuant to the provisions of Section 6 hereof and the provisions of Section 7 hereof in furtherance of the enforcement by the I-Bank of all covenants and obligations of the Borrower hereunder, including, without limitation and in particular, the covenants and obligations of the Borrower set forth in Section 3 hereof.

(i) If the construction contract relating to the Project has not been certified for funding pursuant to the Act by the date that is the second anniversary of the Issue Date, then the Maturity Date shall be the second anniversary of the Issue Date. If this clause (i) is applicable, then the Maturity Date shall be _____, being the second anniversary of the Issue Date.

(ii) If the construction contract relating to the Project has been certified for funding pursuant to the Act prior to the Issue Date, then the Maturity Date shall be June 30 of the third State Fiscal Year following the State Fiscal Year in which the Issue Date occurs, which is June 30, 2027. In the event that there is more than one construction contract relating to the Project, the determination under this clause (ii) shall be based on the first construction contract that has been certified for funding pursuant to the Act.

(iii) If the construction contract relating to the Project has been certified for funding pursuant to the Act after the Issue Date and on or before the date that is the second anniversary of the Issue Date, then the Maturity Date shall be June 30 of the third State Fiscal Year following the State Fiscal Year in which the construction contract relating to the Project has been certified for funding pursuant to the Act. In the event that there is more than one construction contract relating

to the Project, the determination under this clause (iii) shall be based on the first construction contract that has been certified for funding pursuant to the Act. Thus:

- (A) If this clause (iii) is applicable, and if the first construction contract relating to the Project has been certified for funding in the same State Fiscal Year as the State Fiscal Year during which the Issue Date occurs, then the Maturity Date shall be June 30, 2028, being June 30 of the third State Fiscal Year following the State Fiscal Year during which the Issue Date occurs.
- (B) If this clause (iii) is applicable, and if the first construction contract relating to the Project has been certified for funding in the first State Fiscal Year following the State Fiscal Year during which the Issue Date occurs, then the Maturity Date shall be June 30, 2029, being June 30 of the third State Fiscal Year following the State Fiscal Year in which the construction contract has been certified for funding.
- (C) If this clause (iii) is applicable, and if the first construction contract relating to the Project has been certified for funding in the second State Fiscal Year following the State Fiscal Year during which the Issue Date occurs (but on or before the second anniversary of the Issue Date), then the Maturity Date shall be June 30, 2030, being June 30 of the third State Fiscal Year following the State Fiscal Year in which the construction contract has been certified for funding.

(iv) Notwithstanding any of the forgoing, the Maturity Date shall be such earlier date as shall be determined by an Authorized Officer of the I-Bank in his or her sole discretion, which date shall be determined by such Authorized Officer of the I-Bank to be the date of the closing for the Anticipated Financing Program;

(v) Notwithstanding any of the forgoing, the Maturity Date shall be such later date (subject to the then-applicable limits of the Act) to be determined by an Authorized Officer of the I-Bank in his or her sole discretion, pursuant to a written certification thereof, as acknowledged and agreed by an Authorized Officer of the Borrower.

“New Jersey Water Bank” means the joint initiative of the I-Bank and the NJDEP to provide low-cost financing to qualified applicants with respect to water quality projects that are identified in the Act.

“NJDEP” means the New Jersey Department of Environmental Protection.

“Payment Date” means, as applicable: (i) the Maturity Date or (ii) with respect to any optional prepayment or acceleration of the Loan pursuant to the terms of this Note, the date of such optional prepayment or acceleration; provided, however, that in all cases, a portion of the Interest shall be payable by the Borrower to the I-Bank prior to the Maturity Date as provided in Section 4 hereof.

“Principal” means the principal amount of the Loan, at any time being the lesser of (i) _____ Dollars (\$ _____), or (ii) the aggregate outstanding amount as shall actually be disbursed to the Borrower by the I-Bank pursuant to one or more Loan Disbursement Requisitions, which Principal shall be payable by the Borrower to the I-Bank (i) on the Maturity Date or (ii) with respect to any optional prepayment or acceleration of the Loan pursuant to the terms of this Note, on the date of such optional prepayment or acceleration, as the case may be.

“Project” means the Environmental Infrastructure Facilities of the Borrower which constitute a project for which the I-Bank is making the Loan to the Borrower, as further described in Exhibit A-1 hereto; provided, however, that the description of the Project, as set forth in Exhibit A-1 attached hereto, may be supplemented by means of either (i) the substitution of a revised and updated Exhibit A-1 for the current Exhibit A-1 or (ii) the inclusion of an additional Exhibit A-1, in either case, promptly following the certification for funding by the NJDEP of the remaining components of the Project, as applicable, such supplement to be undertaken by an Authorized Officer of the I-Bank.

“Regulations” means the rules and regulations, as applicable, now or hereafter

promulgated pursuant to N.J.A.C. 7:22-3 *et seq.*, 7:22-4 *et seq.*, 7:22-5 *et seq.*, 7:22-6 *et seq.*, 7:22-7 *et seq.*, 7:22-8 *et seq.*, 7:22-9 *et seq.* and 7:22-10 *et seq.*, as the same may from time to time be amended and supplemented.

“State” means the State of New Jersey.

SECTION 2. Representations of the Borrower. The Borrower hereby represents and warrants to the I-Bank, as follows:

(a) Organization. The Borrower: (i) is a municipal corporation duly created and validly existing under and pursuant to the Constitution and laws of the State; (ii) has full legal right and authority to execute, attest, issue and deliver this Note, to sell this Note to the I-Bank, and to perform its obligations hereunder; and (iii) has duly authorized, approved and consented to all necessary action to be taken by the Borrower for: (A) the issuance of this Note, the sale thereof to the I-Bank and the due performance of its obligations hereunder and (B) the execution, delivery and due performance of all certificates and other instruments that may be required to be executed, delivered and performed by the Borrower in order to carry out and give effect to this Note.

(b) Authority. This Note has been duly authorized by the Borrower and duly executed, attested and delivered to the I-Bank by Authorized Officers of the Borrower. This Note has been duly issued by the Borrower and duly sold by the Borrower to the I-Bank and constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as the enforcement thereof may be affected by bankruptcy, insolvency or other similar laws or the application by a court of legal or equitable principles affecting creditors’ rights.

(c) Pending Litigation. There are no proceedings pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower that, if adversely determined, would adversely affect (i) the condition (financial or otherwise) of the Borrower, (ii) the ability of the Borrower to satisfy all of its Loan repayment obligations hereunder, (iii) the authorization, execution, attestation or delivery of this Note, (iv) the issuance of this Note and the sale thereof to the I-Bank, and (v) the Borrower’s ability otherwise to observe and perform its duties, covenants, obligations and agreements under this Note, including, without limitation, the undertaking and completion of the Project.

(d) Compliance with Existing Laws and Agreements; Governmental Consent. (i) The due authorization, execution, attestation and delivery of this Note by the Borrower and the issuance and sale of this Note to the I-Bank, (ii) the observation and performance by the Borrower of its duties, covenants, obligations and agreements hereunder, including, without limitation, the repayment of the Loan and all other amounts due hereunder, and (iii) the undertaking and completion of the Project, will not (A) other than the lien, charge or encumbrance created by this Note and by any other outstanding debt obligations of the Borrower that are at parity with this Note as to lien on, and source and security for payment thereon from, the general tax revenues of the Borrower, result in the creation or imposition of any lien, charge or encumbrance upon any properties or assets of the Borrower pursuant to, (B) result in any breach of any of the terms, conditions or provisions of, or (C) constitute a default under, any existing ordinance or resolution, outstanding debt or lease obligation, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument to which the Borrower is a party or by which the Borrower, its Environmental Infrastructure System or any of its properties or assets may be bound, nor will such action result in any violation of the provisions of the charter, applicable law or other document pursuant to which the Borrower was established or any laws, ordinances, injunctions, judgments, decrees, rules, regulations or existing orders of any court or governmental or administrative agency, authority or person to which the Borrower, its Environmental Infrastructure System or its properties or operations are subject. The Borrower has obtained all permits and approvals required to date by any governmental body or officer for the authorization, execution, attestation and delivery of this Note, for the issuance and sale of this Note to the I-Bank, for the making, observance and performance by the Borrower of its duties, covenants, obligations and agreements under this Note, including, without limitation, the undertaking and completion of the Project (provided that, with respect to the undertaking and completion of the Project, such permits and approvals are obtainable by the Borrower as of the date hereof).

(e) I-Bank Credit Policy. The Borrower is in full compliance with the applicable

requirements of the Credit Policy as in effect on the date hereof.

(f) Reliance. The Borrower hereby acknowledges that the I-Bank is making the Loan to the Borrower pursuant to the terms hereof in reliance upon each of the representations of the Borrower set forth in this Section 2.

SECTION 3. Covenants of the Borrower.

(a) Participation in the Anticipated Financing Program. The Borrower covenants and agrees that it shall undertake and complete in a timely manner all conditions precedent identified by the I-Bank relating to (i) the participation by the Borrower in the Anticipated Financing Program and (ii) the qualification by the Borrower for receipt of the Anticipated Long Term Loan.

(b) Full Faith and Credit Pledge. To secure the repayment obligation of the Borrower with respect to this Note, and all other amounts due under this Note (including, without limitation, the payment of the Administrative Fee in the amount and at the time as required by the provisions of Section 4(b) hereof), the Borrower unconditionally and irrevocably pledges its full faith and credit and covenants to exercise its unlimited taxing powers for the punctual payment of any and all obligations and amounts due under this Note. The Borrower acknowledges that, to assure the continued operation and solvency of the I-Bank, the I-Bank may, pursuant to and in accordance with Section 12a of the Act, require that if the Borrower fails or is unable to pay promptly to the I-Bank in full any Loan repayments, any Interest or any other amounts due pursuant to this Note, an amount sufficient to satisfy such deficiency shall be paid by the State Treasurer to the I-Bank from State-aid otherwise payable to the Borrower.

(c) Disposition of Environmental Infrastructure System. The Borrower covenants and agrees that it shall not sell, lease, abandon or otherwise dispose of all or substantially all of its Environmental Infrastructure System without the express written consent of the I-Bank, which consent may or may not be granted by the I-Bank in its sole discretion.

(d) Financing With Tax-Exempt Bonds. The Borrower acknowledges, covenants and agrees that it is the intention of the Borrower to finance the Project, in whole or in part, on a long-term basis with proceeds of I-Bank Bonds now or hereinafter issued, the interest on which is excluded from gross income for purposes of federal income taxation pursuant to Section 103(a) of the Code (“tax-exempt bonds”). In furtherance of such long-term financing with tax-exempt bonds, the Borrower covenants that, except to the extent expressly permitted in writing by the I-Bank, in its sole discretion, the Borrower will not take any action or permit any action to be taken which would result in any of the proceeds of the Loan being used (directly or indirectly) (i) in any “private business use” within the meaning of Section 141(b)(6) of the Code, (ii) to make or finance loans to persons other than the Borrower, or (iii) to acquire any “nongovernmental output property” within the meaning of Section 141(d)(2) of the Code. In addition, the Borrower covenants and agrees that no portion of the Project will be investment property, within the meaning of Section 148(b) of the Code. The Borrower covenants and agrees that any Costs of the Borrower’s Project to be paid or reimbursed with proceeds of the Loan will result in the expenditure of proceeds under Treasury Regulations §1.148-6(d) and Treasury Regulations §1.150-2.

(e) Operation and Maintenance of Environmental Infrastructure System. The Borrower covenants and agrees that it shall, in accordance with (i) prudent environmental infrastructure utility practice, (ii) all applicable statutory and regulatory requirements now or hereafter enacted, and (iii) prudent planning: (A) at all times, operate the properties of its Environmental Infrastructure System and any business in connection therewith in an efficient manner; (B) maintain its Environmental Infrastructure System in good repair, working order and operating condition; and (C) timely make all necessary and proper repairs, renewals, replacements, additions, adaptations, betterments, and improvements with respect to its Environmental Infrastructure System, including, without limitation, those that are necessary or appropriate to ensure the resiliency of its Environmental Infrastructure System (including, without limitation, those necessary or appropriate to ensure unimpeded physical access to, or operation of, the sites and infrastructure of its Environmental Infrastructure System) in order to address anticipated climate change impacts as set forth in the NJDEP’s “Building Resilience Water Infrastructure Climate Change Resilience Guidance,” dated April 2023, as amended, supplemented or updated, and which is incorporated herein by reference, and/or actual impacts from flooding, sea level rise, hurricanes, extreme rainfall, and storm surge, so that at all times the business carried on in

connection therewith and the provision of essential services thereby shall be efficiently and properly conducted. The NJDEP, in its sole discretion, may expressly authorize, in writing, a waiver of any or all of the requirements of this provision based upon its determination that long term operability of the Environmental Infrastructure System is no longer viable. Any such waiver, however, does not relieve Borrower of the obligation to provide the essential services through an alternative approach.

(f) Records and Accounts; Inspections. The Borrower covenants and agrees that it shall keep accurate records and accounts for its Environmental Infrastructure System, separate and distinct from its other records and accounts, which shall be audited annually by an independent registered municipal accountant and shall be made available for inspection by the I-Bank upon prior written notice. The Borrower covenants and agrees that it shall permit the I-Bank (and any party designated thereby to act on its behalf or to assist it, including, without limitation, its professional advisors), at any and all reasonable times during construction of the Project and, thereafter, upon prior written notice, (i) to visit, inspect and examine the property constituting the Project and the site on which the Project is located, and (ii) to inspect (and make and retain copies of) any Borrower accounts, books, records, correspondence and files, including, without limitation, Borrower records regarding contracts, receipts, disbursements, investments and the overall financial standing of the Borrower, and any other matters related to the Borrower, the Project and the forgoing list of deliverables. In furtherance of the intent of this subsection, the Borrower covenants and agrees that it shall promptly prepare and provide such written reports and informational summaries as the I-Bank may reasonably require.

(g) Insurance. The Borrower covenants and agrees that it shall maintain insurance policies providing against risk of direct physical loss, damage or destruction of its Environmental Infrastructure System, in an amount that will satisfy all applicable regulatory requirements. The Borrower covenants and agrees that it shall include, or cause to be included, the I-Bank as an additional “named insured” on any certificate of liability insurance procured by the Borrower and by any contractor or subcontractor for the Project.

(h) Exhibits. The Borrower covenants and agrees that it shall comply with the terms, procedures and requirements as set forth in each of the Exhibits attached hereto, which are made a part hereof.

(i) Reliance. The Borrower hereby acknowledges that the I-Bank is making the Loan to the Borrower pursuant to the terms hereof in reliance upon each of the covenants of the Borrower set forth in this Section 3.

SECTION 4. Disbursement of the Loan Proceeds; Amounts Payable; Prepayment; and Late Fee.

(a) The I-Bank shall effectuate the Loan to the Borrower by making one or more disbursements to the Borrower promptly after receipt by the I-Bank of a Loan Disbursement Requisition and the approval of such Loan Disbursement Requisition by an Authorized Officer of the I-Bank, or a designee thereof, each such disbursement and the date thereof to be recorded and maintained by an Authorized Officer of the I-Bank, or a designee thereof, in the records of the I-Bank with respect to the Loan; provided, however, that the approval by the I-Bank of any Loan Disbursement Requisition for disbursement pursuant to the terms hereof shall be subject to the terms, conditions and limitations as set forth in Section 4(d) of this Note. It is expected that the proceeds of the Loan will be disbursed to the Borrower in accordance with the schedule set forth in Exhibit C hereto, as Exhibit C shall be supplemented by an Authorized Officer of the I-Bank by means of either a substitute Exhibit C or an additional Exhibit C, such supplement to be implemented concurrently with the supplement to Exhibit A-1 hereto (as provided in the definition of “Project” as set forth herein). The latest date upon which the Borrower may submit to the I-Bank a Loan Disbursement Requisition is the business day immediately preceding the date fixed by the I-Bank for the sale of its I-Bank Bonds in connection with the Anticipated Financing Program, or such alternative date as shall be identified by the I-Bank for the Borrower in writing.

(b) Notwithstanding the provisions of Section 4(a) to the contrary, the Borrower hereby acknowledges and agrees, as follows: (i) to the extent that all or a portion of the Interest is funded by the Loan (as provided pursuant to Exhibit B hereto, as Exhibit B may hereafter be amended or

supplemented as provided by the provisions hereof), payment of such Interest shall be made to the I-Bank via one or more disbursements by the I-Bank hereunder, at the times and in the amounts, as and to the extent provided in one or more written notices provided to the Borrower pursuant to the terms hereof by an Authorized Officer of the I-Bank, or a designee thereof, and each such disbursement shall be recorded by an Authorized Officer of the I-Bank or a designee thereof, and maintained in the records of the I-Bank with respect to the Loan; and (ii) on the date of issuance of this Note, a disbursement shall be made and shall be recorded and maintained by an Authorized Officer of the I-Bank, or a designee thereof, in the records of the I-Bank with respect to the Loan for the purpose of funding fifty percent (50%) of the Administrative Fee identified in Exhibit B hereto, with such disbursement (and any subsequent and supplemental disbursements made pursuant to Exhibit B hereto, as Exhibit B may hereafter be amended or supplemented as provided by the provisions hereof) being made by the I-Bank on behalf of the Borrower directly to the NJDEP. The Borrower further acknowledges and agrees that the remaining unpaid balance of the Administrative Fee shall be due and payable on the Maturity Date or as otherwise established by the I-Bank pursuant to the terms of the Anticipated Financing Program.

(c) On the Maturity Date or, with respect to the payment of all or a portion of the Interest, on the applicable Payment Date(s) as and to the extent provided herein, the Borrower shall repay the Loan to the I-Bank in an amount equal to: (i) the Principal; (ii) the Interest then due and owing pursuant to the provisions of this Note; and (iii) any other amounts then due and owing pursuant to the provisions of this Note. The Borrower may prepay the Loan obligations hereunder, in whole or in part, upon receipt of the prior written consent of an Authorized Officer of the I-Bank. Each payment made to the I-Bank shall be applied to the payment of, first, the Interest then due and payable, second, the Principal, third, any late charges, and, finally, any other amount then due and payable pursuant to the provisions of this Note. In the event that the repayment obligation set forth in this Note is received by the I-Bank later than the Maturity Date or the Payment Date, as the case may be, a late fee shall be payable to the I-Bank in an amount equal to the greater of twelve percent (12%) per annum or the prime rate as published in the Wall Street Journal on the Maturity Date or the Payment Date, as the case may be, plus one half of one percent per annum on such late payment from the Maturity Date or the Payment Date, as the case may be, to the date it is actually paid; provided, however, that any late payment charges incurred hereunder shall not exceed the maximum interest rate permitted by law.

(d) Notwithstanding the provisions of this Note to the contrary with respect to the funding, pursuant to Section 4(a) hereof, of any Loan Disbursement Requisition relating to all or any portion of the Project, the Borrower hereby acknowledges and agrees, as follows: (i) the I-Bank shall not, and shall not be required to, commit funds, pursuant to the Water Bank Construction Financing Program of the I-Bank, to any portion of the Project until such time as the particular portion of the Project in question has been certified for funding by the NJDEP; (ii) no Loan Disbursement Requisition shall be approved by the I-Bank for disbursement pursuant to Section 4(a) hereof unless and until the portion of the Project to which such Loan Disbursement Requisition relates has been certified for funding by the NJDEP; and (iii) the I-Bank has no obligation pursuant to this Note to make all or any portion of any Loan Disbursement Requisition disbursement pursuant to the provisions of Section 4(a) hereof if the Borrower lacks the authority to pay interest on this Note in an amount equal to the Interest Rate.

SECTION 5. Unconditional Obligations. The direct, general obligation of the Borrower to make the Loan repayments and all other payments required hereunder and the obligation to perform and observe the other duties, covenants, obligations and agreements on its part contained herein shall be absolute and unconditional, and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner whatsoever while any Loan repayments, or any other payments due hereunder, remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project or Environmental Infrastructure System, commercial frustration of the purpose, any change in the laws of the United States of America or of the State or any political subdivision of either or in the rules or regulations of any governmental authority, any failure of the I-Bank to perform and observe any agreement or any duty, liability or obligation arising out of this Note, or any rights of set-off, recoupment, abatement or counterclaim that the Borrower might have against the I-Bank or any other party; provided, however, that payments hereunder shall not constitute a waiver of any such rights.

SECTION 6. Events of Default. The occurrence of any of the following events shall constitute an “Event of Default” hereunder: (i) failure by the Borrower to pay, when due, any and all of its Loan repayment obligations hereunder, and any other payment obligations due hereunder; (ii) failure by the Borrower to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed pursuant to the terms of this Note; (iii) any representation made by the Borrower contained in this Note or in any instrument furnished in compliance with or with reference to this Note is false or misleading in any material respect; (iv) the occurrence of an “Event of Default” pursuant to, and as defined in, (1) a loan agreement pursuant to which a long-term loan (that remains outstanding) has been made to the Borrower by either the I-Bank or the NJDEP, or (2) a note obligation (other than this Note) pursuant to which a short-term loan (that remains outstanding) has been made to the Borrower by the I-Bank, and (v) a petition is filed by or against the Borrower under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Note or thereafter enacted, unless in the case of any such petition filed against the Borrower such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal, or the Borrower shall become insolvent or bankrupt or shall make an assignment for the benefit of its creditors, or a custodian of the Borrower or any of its property shall be appointed by court order or take possession of the Borrower or its property or assets if such order remains in effect or such possession continues for more than thirty (30) days, or the Borrower shall generally fail to pay its debts as such debts become due.

SECTION 7. Remedies upon Event of Default. Whenever an Event of Default shall have occurred and be continuing pursuant to the terms hereof, the Borrower hereby acknowledges and agrees to the rights of the I-Bank to take any action permitted or required at law or in equity to collect the amounts then due and thereafter to become due hereunder or to enforce the observance and performance of any duty, covenant, obligation or agreement of the Borrower hereunder. If an Event of Default shall have occurred, the Borrower hereby acknowledges and agrees that the I-Bank shall have the right to (i) immediately cease disbursements of the proceeds of the Loan, and/or (ii) declare all Loan repayments and all other amounts due hereunder to be due and payable immediately without further notice or demand. The Borrower hereby acknowledges and agrees that no remedy herein is intended to be exclusive, and every remedy shall be cumulative and in addition to every other remedy given under this Note or now or hereafter existing at law or in equity. The Borrower hereby further acknowledges and agrees that no delay or omission by the I-Bank to exercise any remedy or right accruing upon any Event of Default shall impair any such remedy or right or shall be construed to be a waiver thereof, but any such remedy or right may be exercised as often as may be deemed expedient. The Borrower hereby further acknowledges and agrees that, pursuant to the I-Bank’s Credit Policy, during such time as an Event of Default has occurred and is continuing hereunder, the Borrower shall be ineligible for additional financial assistance from the I-Bank (including, without limitation, long-term financing through the Anticipated Financing Program), in addition to certain other consequences set forth in the Credit Policy. The Borrower hereby agrees that upon demand it shall pay to the I-Bank the reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of in-house counsel and legal staff) incurred in the collection of Loan repayments or any sum due hereunder or in the enforcement of the observation or performance of any obligations or agreements of the Borrower upon an Event of Default. Any moneys collected by the I-Bank pursuant to this Section 7 shall be applied first to pay any attorneys’ fees or other fees and expenses owed by the Borrower.

SECTION 8. Certain Miscellaneous Provisions. The Borrower hereby acknowledges and agrees as follows: (a) all notices hereunder shall be deemed given when hand delivered or when mailed by registered or certified mail, postage prepaid, to the Borrower at the following address: Borough of Harvey Cedars, 7606 Long Beach Boulevard, Harvey Cedars, New Jersey 08008-0337, Attention: Chief Financial Officer; and to the I-Bank at the following address: New Jersey Infrastructure Bank, 3131 Princeton Pike, Building 4, Suite 216, Lawrenceville, New Jersey 08648-2201, Attention: Executive Director; (b) this Note shall be binding upon the Borrower and its successors and assigns; (c) in the event any provision of this Note is held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof; (d) the obligations of the Borrower pursuant to the terms of this Note may not be assigned by the Borrower for any reason, unless the I-Bank shall have approved said assignment in writing; (e) this Note may not be amended, supplemented or modified without the prior written consent of the I-Bank; (f) this Note shall be

governed by and construed in accordance with the laws of the State; (g) the Borrower shall, at the request of the I-Bank, execute and deliver such further instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Note; (h) whenever the Borrower is required to obtain the determination, approval or consent of the I-Bank pursuant to the terms hereof, such determination, approval or consent may be either granted or withheld by the I-Bank in its sole and absolute discretion; and (i) consistent with the provisions of N.J.S.A. 58:11B-13, neither the directors of the I-Bank nor any officers of the I-Bank taking any action with respect to this Loan shall be liable personally with respect to the Loan or any matters or transactions related thereto.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed, sealed and delivered on the date first above written.

**BOROUGH OF HARVEY CEDARS, in
the County of Ocean, New Jersey**

[SEAL]

ATTEST:

By: _____
Mayor

Clerk

By: _____
Chief Financial Officer

[Signature Page to CFP Note]

RESOLUTION #2024-104

AUTHORIZING THE INCREASE OF ANNUAL LOSAP CONTRIBUTIONS

WHEREAS, a Length of Service Award Program (LOSAP) has been created in accordance with P.L. 1997, c. 388 and the provisions of N.J.S.A. 40A: 14-183 to reward active members of the High Point Volunteer Fire Company for their loyal, diligent, and devoted services to the residents of Harvey Cedars and Long Beach Township; and

WHEREAS, the LOSAP shall provide for fixed annual contributions to a deferred income account for each volunteer member that meets the criteria set forth by ordinance. Such contributions shall be made in accordance with the laws of the State of New Jersey, the United States Internal Revenue Code, and borough ordinances; and

WHEREAS, the maximum annual contribution may be increased from time to time without public hearing or public question provided such increased contribution does not exceed a number calculated multiplying the original contribution as approved by public question by the Consumer Price Index (CPI) factor. The CPI is published by the Bureau of Labor Statistics of the United States Department of Labor. Such increases are optional and at the discretion of the Board of Commissioners.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Borough of Harvey Cedars as follows:

1. The Board of Commissioners have recognized that the annual contribution has not been increased since its inception.
2. After using the CPI Averages for the last ten years, as posted on the Bureau of Labor Statistics of the United States Department of Labor, that will of the Board of Commissioners is to increase the annual LOSAP contribution to \$2,023 for each member of the High Point Volunteer Fire Company that successfully meets the requirements set forth in the LOSAP ordinance.
3. The increases will take effect as of the date of the resolution when depositing funds into member's accounts at Lincoln Financial for their 2023 LOSAP.

PASSED ON: August 5, 2024

CERTIFICATION

I, Christine Lisiewski, Municipal Clerk of the Borough of Harvey Cedars, County of Ocean, hereby certify that the above is a resolution adopted by the Board of Commissioners at a meeting held on August 5, 2024.

Christine Lisiewski, Municipal Clerk

RESOLUTION #2024-105

APPROVING THE CERTIFIED LIST OF ALL VOLUNTEER MEMBERS WHO QUALIFIED FOR CREDIT UNDER THE LOSAP PROGRAM FOR THE YEAR 2023

WHEREAS, Ordinance #2001-08 of the Borough of Harvey Cedars implemented the Length of Service Award Program (LOSAP) for the High Point Volunteer Fire Company and was passed by voters by a referendum on November 6, 2001; and

WHEREAS, pursuant to NJSA 40A:14-191, emergency service organizations participating in a Length of Service Award Program (LOSAP) shall annually certify to the sponsoring agency a list of all volunteer members who have qualified for credit under the LOSAP program for the previous year; and

WHEREAS, the Governing Body has received and reviewed such certified list from the President of the High Point Volunteer Fire Company.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Borough of Harvey Cedars as follows:

1. Per the certified list received, *and upon verification by the Chief Finance Officer of the point system distribution*, the following High Point Volunteer Fire Company members are hereby approved to receive the 2023 LOSAP award:

Arthur Ballinger	Dave Mansfield
AJ Ballinger	Andrew McClellan
Nick Caricato	Jan Nissen
Craig Coddington	Jonathan Oldham
Nicholas Englebert	Ron Ott
Robert Federicci	Paul Rice
Ronald Fella	Robert Selfridge
RJ Fella	Jeff VanSciver
C. Dooley Glander	Llyod Vosseller
Richard Hathaway	Scott Wolfschmidt
John Kowalski	

2. The amount each qualified member will receive for the 2023 LOSAP award is \$1,093.00.
3. The certified list of members shall be posted at the office of the Municipal Clerk of the Borough of Harvey Cedars and at the High Point Volunteer Fire Company for a period of 30 days to allow sufficient time for membership review.
4. Appeals shall be mailed to the Municipal Clerk of the Borough of Harvey Cedars, PO Box 3185, Harvey Cedars, NJ 08008, and must be received within 30 days of the posting date of the approved certified list.

PASSED ON: August 5, 2024

CERTIFICATION

I, Christine Lisiewski, Municipal Clerk of the Borough of Harvey Cedars, County of Ocean, hereby certify that the above is a resolution adopted by the Board of Commissioners at a meeting held on August 5, 2024.

Christine Lisiewski, Municipal Clerk

RESOLUTION #2024-106

**AUTHORIZING CHANGE ORDER #1 FOR THE
SFY 2022 LONG BEACH BOULEVARD DOWNTOWN STREETScape
PROJECT (Phase 1)**

WHEREAS the State of New Jersey, Department of Transportation, awarded a road improvement grant to the Borough of Harvey Cedars; and

WHEREAS the Borough of Harvey Cedars opened sealed bids for the 2022 Road Improvement Project on September 27, 2023; and

WHEREAS October 16, 2023, Mathis Connection, the lowest bidder, was awarded the bid in the amount of \$661,313.20; and

WHEREAS the engineer has determined that lower quantities of certain bid items were required (\$7,852.74) and additional quantities of other bid items were needed (\$86,309.90) and the Department of Transportation has approved these items.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Borough of Harvey Cedars that Change Order #1 is hereby approved in the greater amount of \$78,457.16 for a total contract of \$739,770.36.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute this change order.

PASSED ON: August 5, 2024

CERTIFICATION

I, Christine Lisiewski, Municipal Clerk of the Borough of Harvey Cedars, County of Ocean, hereby certify that the above is a resolution adopted by the Board of Commissioners at a meeting held on August 5, 2024.

Christine Lisiewski, Municipal Clerk

P.O. Type: All
 Range: First to Last
 Format: Condensed
 Vendors: All
 Rcvd Batch Id Range: First to Last

Open: N
 Rcvd: Y
 Bid: Y

Paid: N
 Held: Y
 State: Y

Void: N
 Aprv: N
 Other: Y
 Exempt: Y

Include Non-Budgeted: Y

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
23-00474	05/02/23	TUCKE010	TUCKERTON LUMBER COMPANY	buildings and grounds	Open	36.47	0.00
23-01347	12/21/23	SHERW010	SHERWIN WILLIAMS	borough hall paint	Open	119.39	0.00
24-00099	01/22/24	GEORG005	GEORGIA GOLF CONSTRUCTION, INC	Yearly contract	Open	1,059.20	0.00
24-00176	02/15/24	VOGUE005	VOGUE CONSTRUCTION CO., INC	fill dirt	Open	195.11	0.00
24-00229	02/29/24	VERIZ030	VERIZON WIRELESS - CELL	monthly cell	Open	227.43	0.00
24-00317	03/21/24	PMCAS005	PMC ASSOCIATES	Police Radios	Open	58,750.97	0.00
24-00393	04/11/24	WESSL010	WESSLER, REBECCA	2024 Open Petty Cash	Open	97.14	0.00
24-00399	04/11/24	TUCKE010	TUCKERTON LUMBER COMPANY	park bathrooms	Open	155.32	0.00
24-00444	04/22/24	PALER010	FERGUSON ENTERPRISES	park bathroom supplies	Open	51.28	0.00
24-00489	04/30/24	TRITE005	TRI-TECH FORENSICS, INC	Blood kits	Open	200.00	0.00
24-00497	05/02/24	TUCKE010	TUCKERTON LUMBER COMPANY	pickleball hut	Open	778.39	0.00
24-00540	05/13/24	MATHI010	MATHIS CONSTRUCTION	SFY 2024 Streetscape Phase 2	Open	105,209.58	0.00
24-00550	05/15/24	TUCKE010	TUCKERTON LUMBER COMPANY	pickleball pergola	Open	6,399.85	0.00
24-00552	05/15/24	TUCKE010	TUCKERTON LUMBER COMPANY	buildings and grounds	Open	283.29	0.00
24-00566	05/17/24	MCCAR005	MCCARTHY TIRE COMPANY OF PHILA	tire recycling	Open	168.00	0.00
24-00632	05/31/24	BEACH050	BEACH HAVEN AUTOMOTIVE, INC	Vehicle Maintenance	Open	288.72	0.00
24-00645	06/05/24	JOHNN010	UNITED SITE SERVICES	monthly porta john rental	Open	360.00	0.00
24-00647	06/05/24	ABSEL005	ABS ELECTRIC, INC.	electrical repair 80th st	Open	1,095.00	0.00
24-00656	06/06/24	10SPE005	10 SPEC SOUTH LLC	bathroom partitions	Open	7,925.00	0.00
24-00669	06/06/24	ACEO0010	ACE OUTDOOR POWER EQUIPMENT	bagger for mowers	Open	4,665.99	0.00
24-00703	06/14/24	GARDE030	NATIONAL HIGHWAY PRODUCTS	street sign	Open	129.67	0.00
24-00724	06/20/24	MERSH005	MERSON CONCRETE LLC	caps for stone wall	Open	710.00	0.00
24-00749	06/25/24	USAB0010	USA BLUE BOOK	chart paper pump house	Open	382.52	0.00
24-00768	07/02/24	SHORE020	SHORE BUSINESS SOLUTIONS	Printer	Open	3,410.00	0.00
24-00769	07/02/24	VOGUE005	VOGUE CONSTRUCTION CO., INC	stone for road repair	Open	334.75	0.00
24-00773	07/02/24	MGLF0010	MGL FORMS-SYSTEMS	Current Fund Checks	Open	271.00	0.00
24-00790	07/05/24	COUNT020	COUNTY OF OCEAN	County Tax Payment	Open	1,959,577.19	0.00
24-00796	07/08/24	JUSSE005	JUSSEN, DONNA M	HCAC - CDBTB Refund	Open	75.00	0.00
24-00799	07/08/24	GOLD0010	GOLD TYPE BUSINESS MACHINE INC	E ticket April 1 - June 30	Open	64.60	0.00
24-00800	07/08/24	VISUA010	VISUAL COMPUTER SOLUTIONS, INC	Annual Renewal	Open	1,341.91	0.00
24-00801	07/08/24	TUCKE010	TUCKERTON LUMBER COMPANY	Door lock	Open	46.99	0.00
24-00810	07/10/24	BOROU020	BOROUGH OF SHIP BOTTOM	Traffic Control	Open	1,700.00	0.00
24-00811	07/11/24	VOGUE005	VOGUE CONSTRUCTION CO., INC	clamshells for bay terrace	Open	477.05	0.00
24-00821	07/12/24	BEACH050	BEACH HAVEN AUTOMOTIVE, INC	vehicle maintenance	Open	679.96	0.00
24-00823	07/12/24	BEACH050	BEACH HAVEN AUTOMOTIVE, INC	streets and roads	Open	139.86	0.00
24-00833	07/15/24	AMAZO005	AMAZON CAPITAL SERVICES, INC	Office Supplies- DPW	Open	65.62	0.00
24-00844	07/15/24	AGRAE005	AGRA ENVIRONMENTAL, INC	monthly testing	Open	448.00	0.00
24-00845	07/15/24	OCRO0010	OC ROAD DEPARTMENT	schedule c	Open	377.40	0.00
24-00846	07/15/24	TREAS020	TREAS.STATE OF NJ-DEPT TREAS	NJ safe drinking water fee	Open	120.00	0.00
24-00848	07/17/24	CENTR035	CENTRAL JERSEY HEALTH INS FUND	Premium - August 2024	Open	2,358.00	0.00
24-00849	07/17/24	RUTGE020	RUTGERS THE STATE UNIVERSITY	Course Registration - Clerk	Open	1,398.00	0.00
24-00850	07/19/24	CAVEH005	CAVE HOLDINGS	Refund Overpayment	Open	210.00	0.00
24-00853	07/19/24	LONG0020	LONG BEACH ISLAND FISHING CLUB	HOFNOD T-Shirt Reimbursement	Open	1,000.00	0.00
24-00855	07/19/24	SOSAU005	SOS AUDIO VISUAL LLC	07/17 Cancelled Concert	Open	200.00	0.00
24-00857	07/19/24	TUCKE010	TUCKERTON LUMBER COMPANY	water supplies	Open	69.70	0.00
24-00860	07/19/24	MIRAC010	MIRACLE CHEMICAL COMPANY	chlorine	Open	1,296.26	0.00
24-00862	07/22/24	KUSHN005	KUSHNER, MARC	TAX REFUND	Open	534.91	0.00
24-00863	07/22/24	VERIZ030	VERIZON WIRELESS - CELL	Cell Phones	Open	206.50	0.00

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type	
24-00864	07/22/24	TRINI005	TRINITY CODE INSPECTIONS, LLC	Construction Inspection Fees	Open	1,963.00	0.00	
24-00865	07/22/24	DECOT010	DECOTIIS, FITZPATRICK & COLE	Legal Services	Open	125.00	0.00	
24-00866	07/22/24	RUTGE020	RUTGERS THE STATE UNIVERSITY	CPWM Registration- D Lisiewski	Open	2,279.00	0.00	
24-00867	07/23/24	OLDHA010	OLDHAM, CHRISTOPHER	Eye reimbursement 2024	Open	396.48	0.00	
24-00868	07/23/24	TWPO0010	TWP OF STAFFORD	Monthly Invoice	Open	617.00	0.00	
24-00869	07/23/24	NJST0020	NJ STATE LEAGUE OF MUNI	Future of OPRA - 08/28/2024	Open	90.00	0.00	
24-00870	07/23/24	ATLAN105	ATLANTIC PRINTING & DESIGN	C Lisiewski Business Cards	Open	165.70	0.00	
24-00872	07/23/24	CLEGG005	CLEGG'S GARAGE INC.	truck repairs	Open	1,145.14	0.00	
24-00873	07/23/24	JOSEP015	JOSEPH H ROBERTS INC.	emergency p office visit	Open	95.00	0.00	
24-00874	07/23/24	BENDE005	BENDER, KYLA	'24 Kids Night Face Painters	Open	450.00	0.00	
24-00878	07/23/24	AMAZO005	AMAZON CAPITAL SERVICES, INC	Soap Dispenser	Open	93.09	0.00	
24-00879	07/23/24	AMAZO005	AMAZON CAPITAL SERVICES, INC	Paper Towels	Open	38.09	0.00	
24-00880	07/23/24	LISIE005	LISIEWSKI, CHRISTINE	Monthly Newsletter	Open	45.00	0.00	
24-00881	07/23/24	SHORE020	SHORE BUSINESS SOLUTIONS	Monthly Invoice	Open	175.32	0.00	
24-00882	07/23/24	BUCHH010	THOMAS, MARGARET	07/25 - HC History Discussion	Open	150.00	0.00	
24-00883	07/23/24	AMAZO005	AMAZON CAPITAL SERVICES, INC	Office Supplies	Open	132.56	0.00	
24-00884	07/23/24	MURPH015	MURPHY, LAURA	Tennis Refund - 07/12 Rain	Open	40.00	0.00	
24-00885	07/23/24	NESTL005	BLUETRITON BRANDS INC	Lifeguards Water	Open	31.98	0.00	
24-00886	07/24/24	METRO020	METLIFE - GROUP BENEFITS	Monthly Invoice - July	Open	208.00	0.00	
24-00887	07/25/24	MURPH015	MURPHY, LAURA	Tennis Refund - 07/25 Rain	Open	40.00	0.00	
24-00888	07/26/24	DELA030	DELAWARE VALLEY PAYROLL, INC.	Payroll Processing Services	Open	604.45	0.00	
24-00889	07/26/24	AMAZO005	AMAZON CAPITAL SERVICES, INC	Borough Hall Supplies	Open	159.47	0.00	
24-00894	07/26/24	COWLE005	COWLEYS BUG OUT PEST CONTROL	new geese deterrent contract	Open	5,400.00	0.00	
24-00896	07/30/24	JOHNN010	UNITED SITE SERVICES	monthly porta john rental	Open	292.00	0.00	
24-00897	07/30/24	TUCKE010	TUCKERTON LUMBER COMPANY	street sign supplies	Open	301.57	0.00	
24-00900	07/30/24	COMCA010	COMCAST CABLE	Monthly Invoice - W&S Charges	Open	118.42	0.00	
24-00901	07/30/24	ERSKI005	ERSKINE, LISA A.	Park Bathroom Cleaning	Open	2,000.00	0.00	
24-00902	07/30/24	PCSL005	PCS, LLC	Huntress	Open	120.00	0.00	
24-00903	07/30/24	APRUZ005	APRUZZESE, MCDERMOT, MASTRO &	June Legal Services	Open	988.00	0.00	
24-00904	07/30/24	OWEN0010	OWEN, LITTLE & ASSOCIATES	Monthly Invoice	Open	18,268.12	0.00	
24-00906	07/31/24	LISIE005	LISIEWSKI, CHRISTINE	Kids Night Supplies	Open	186.84	0.00	
24-00908	07/31/24	REYNO005	REYNOLDS LANDSCAPING, INC	planters sidewalk	Open	704.56	0.00	
24-00910	07/31/24	SHOWC005	SHOWCASE SPORTS	water dept shirts	Open	145.00	0.00	
24-00912	08/01/24	DYNAM010	DYNAMIC TESTING SERVICE	Random Drug Testing - DPW	Open	630.00	0.00	
24-00913	08/02/24	CREAT020	CREATIVE MANAGEMENT INC	Fuel Invoices	Open	364.40	0.00	
24-00914	08/02/24	CREAT020	CREATIVE MANAGEMENT INC	Fuel Invoices	Open	1,153.38	0.00	
24-00915	08/02/24	RIGGI005	RIGGINS, INC	Fuel	Open	1,345.13	0.00	
24-00916	08/02/24	OWEN0010	OWEN, LITTLE & ASSOCIATES	Monthly Invoice	Open	850.00	0.00	
24-00917	08/02/24	ATLAN030	ATLANTIC CITY ELECTRIC	Electric - Current Charges	Open	14.32	0.00	
24-00918	08/02/24	CREAT020	CREATIVE MANAGEMENT INC	Fuel Invoices	Open	1,675.42	0.00	
24-00922	08/02/24	CREAT020	CREATIVE MANAGEMENT INC	Fuel Invoices	Open	559.00	0.00	
24-00923	08/02/24	CREAT020	CREATIVE MANAGEMENT INC	Fuel Invoices	Open	1,767.01	0.00	
Total Purchase Orders:		90	Total P.O. Line Items:	0	Total List Amount:	2,211,618.47	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	3-01	8,240.33	0.00	8,240.33	0.00	0.00	8,240.33
Current Fund	4-01	2,052,388.39	0.00	2,052,388.39	210.00	0.00	2,052,598.39
Utility Operating	4-09	<u>6,851.01</u>	<u>0.00</u>	<u>6,851.01</u>	<u>0.00</u>	<u>0.00</u>	<u>6,851.01</u>
Year Total:		2,059,239.40	0.00	2,059,239.40	210.00	0.00	2,059,449.40
General Capital F	C-04	132,819.40	0.00	132,819.40	0.00	0.00	132,819.40
Utility Capital F	C-08	<u>387.50</u>	<u>0.00</u>	<u>387.50</u>	<u>0.00</u>	<u>0.00</u>	<u>387.50</u>
Year Total:		133,206.90	0.00	133,206.90	0.00	0.00	133,206.90
Grant Fund	G-02	5,400.00	0.00	5,400.00	0.00	0.00	5,400.00
Trust Fund	T-17	5,321.84	0.00	5,321.84	0.00	0.00	5,321.84
Total of All Funds:		<u>2,211,408.47</u>	<u>0.00</u>	<u>2,211,408.47</u>	<u>210.00</u>	<u>0.00</u>	<u>2,211,618.47</u>