



# BOROUGH OF FARMINGDALE

## Regular Meeting - Tuesday, October 20, 2020

### **FLAG SALUTE, OPENING PRAYER, SUNSHINE STATEMENT**

The meeting was called to order at 7:01 p.m. with the Flag Salute led by Mayor Daly. C/Linszky read the opening prayer. Mayor Daly read the Open Public Meetings Act Statement into the record.

### **ROLL CALL**

PRESENT: Mayor Daly, C/Linszky, C/Steinfeld, C/Dyevoich, C/Brandl, C/Corallo, C/Sagan

### **PUBLIC COMMENT - Agenda and Non-Agenda Items**

Motion to open the meeting to the public by C/Linszky; seconded by C/Brandl

Voice Vote: C/Linszky, C/Steinfeld, C/Dyevoich, C/Brandl, C/Corallo, C/Sagan

A resident asked how the auction went. Mayor Daly shared the Doyle's bid \$399,925.00 and plan to build a hardware store.

Mayor Daly explained the Borough is still working on certifying the crossing which will take time.

Mr. Gorman shared the FarmingdaleForever.org website is almost ready to go live, and its purpose is to preserve Farmingdale's way of life. Mr. Gorman shared other information regarding traffic issues that will need the attention of the community. Discussion followed regarding the site and its goals to unify the voice of Farmingdale especially regarding the traffic concerns on Main Street. Mayor Daly noted it will take a team effort to resolve the issue.

Motion to close the meeting to the public by C/Corallo; seconded by C/Linszky

Voice Vote: C/Linszky, C/Steinfeld, C/Dyevoich, C/Brandl, C/Corallo, C/Sagan

### **MAYOR'S REPORT**

Mayor Daly shared information from the School's Reopening Committee meeting last week. Mayor Daly gave an overview of plans for the possible new Borough Hall. There is a MRRSA meeting tomorrow.

### **COUNCIL REPORTS**

Councilwoman Patricia Linszky

C/Linszky spoke about determining the cost of repairs that have been done on the pipe; and if it would be better to replace or continue to repair. It appears the bulk rate for MRRSA will remain the same next year. Mr. Brach will work with C/Linszky regarding how to best implement sewer prices. C/Linszky noted four cats will be part of the TNR program.

Councilman Don Steinfeld

C/Steinfeld held his report until Council comments.

Councilman George Dyevoich

C/Dyevoich had no report.

Councilman Erich Brandl

C/Brandl shared no other quotes were able to be obtained for the DPW building.

Resolution 94-2020

Motion to authorize the repairs by C/Brandl; seconded by C/Linszky

Voice Vote: C/Linszky, C/Steinfeld, C/Dyevoich, C/Brandl, C/Corallo, C/Sagan

### **RESOLUTION 94-2020**

#### **AUTHORIZING REPAIRS TO THE PUBLIC WORKS BUILDING**

**WHEREAS**, the Borough of Farmingdale is desirous of having various repairs done to the Public Works Building.

**NOW THEREFORE BE IT RESOLVED**, by the Mayor and Council of the Borough of Farmingdale Najjera be authorized to preform the repairs in the amount not to exceed \$7,000.00

Councilwoman Kaaren Corallo

C/Corallo shared all employees have to take the JIF webinars regarding Childhood Safety and Workplace Safety. Work on the policy and procedures manual is ongoing. There was a ribbon cutting at the new ice cream store in town. The live nativity is on December 6. C/Corallo made a motion to hold the Christmas Tree lighting on Friday, December 4, 2020; seconded by C/Linszky. Voice Vote: C/Linszky, C/Steinfeld, C/Dyevoich, C/Brandl, C/Corallo, C/Sagan  
 Discussion followed on the weekend of events.

Councilwoman Colleen Sagan  
 C/Sagan has no report.

**APPROVAL OF MINUTES**

**Regular Meeting 10/06/2020**

Motion to approve the minutes by C/Corallo; seconded by C/Brandl

Voice Vote: AYE - C/Linszky, C/Steinfeld, C/Dyevoich, C/Brandl, C/Corallo, C/Sagan

**NEW BUSINESS**

**RESOLUTIONS**

**RESOLUTION 91-2020**

Motion to approve the resolution by C/Steinfeld; seconded by C/Linszky

Roll Call Vote: AYE – C/Linszky, C/Steinfeld, C/Dyevoich, C/Brandl, C/Corallo, C/Sagan

**RESOLUTION 91-2020**

**AUTHORIZING PAYMENT OF THE BILLS**

**BE IT RESOLVED** that the bills as presented to the Finance Committee, all having been certified and approved as complete as to form, goods having been delivered, and/or services performed and sufficient funds being available for payment for said bills in the amount of \$8,429.56 and

**BE IT FURTHER RESOLVED** that payroll as verified by the Payroll Clerk be remitted for the current pay period.

October 15, 2020 10:51 AM		BOROUGH OF FARMINGDALE Bill List By Vendor Id					Page No: 1
Vendor # Name							
PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
000029		VERIZON					
20-00402	10/13/20	10/7 - 11/6	Open	171.99	0.00		
000083		Republic Services, Inc.					
20-00401	10/13/20	9/16-9/17	Open	296.94	0.00		
000099		BROADVIEW NETWORKS					
20-00398	10/13/20	Oct - Nov	Open	313.89	0.00		
00011		WARDELL SECURITY					
20-00370	09/17/20	Oct-Dec Monitoring	Open	114.00	0.00		
00025		NJ NATURAL GAS					
20-00400	10/13/20	September billing	Open	217.82	0.00		
00033		AQUATIC SERVICES					
20-00396	10/13/20	September	Open	99.00	0.00		
00061		MGL PRINTING SOLUTIONS					
20-00374	09/21/20	print solutions	Open	208.00	0.00		
00600		STATE OF NJ-PWT					
20-00390	10/01/20	3rd qtr Public Water Tax	Open	159.82	0.00		
00764		NEW JERSEY DEPT COMM AFFAIRS					
20-00403	10/13/20	3rd quarter	Open	336.31	0.00		
00838		MIRACLE CHEMICAL COMPANY					
20-00395	10/02/20	15% Sodium Hypochlorite	Open	68.80	0.00		
01235		GLUCK WALRATH L.L.P					
20-00394	10/02/20	Aug 27 - September 23	Open	2,740.00	0.00		
01304		SURENIAN, EDWARDS & NOLAN, LLC					
20-00393	10/02/20	August Billing	Open	1,288.50	0.00		
01337		WEX, INC					
20-00392	10/02/20	Aug 26 - Sept 22	Open	633.18	0.00		
01472		ONE CALL CONCEPTS					
20-00397	10/13/20	September markouts	Open	24.31	0.00		
01538		TOWNSHIP OF FREEHOLD					

(vv) = Voice Vote (rc) = Roll Call Vote

20-00325 08/21/20 water & server shared service Open 1,757.00 0.00  
 Total Purchase Orders: 15 Total P.O. Line Items: 0 Total List Amount: 8,429.56 Total Void Amount: 0.00

October 15, 2020 BOROUGH OF FARMINGDALE Page No: 2  
 10:51 AM Bill List By Vendor Id

Totals by Year-Fund							
Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
CURRENT OPERATING	0-01	4,661.12	0.00	4,661.12	0.00	0.00	4,661.12
WATER OPERATING F	0-05	1,265.13	0.00	1,265.13	0.00	0.00	1,265.13
SEWER OPERATING F	0-07	<u>878.50</u>	<u>0.00</u>	<u>878.50</u>	<u>0.00</u>	<u>0.00</u>	<u>878.50</u>
Year Total:		6,804.75	0.00	6,804.75	0.00	0.00	6,804.75
CURRENT OPERATING	9-01	336.31	0.00	336.31	0.00	0.00	336.31
COAH	T-25	<u>1,288.50</u>	<u>0.00</u>	<u>1,288.50</u>	<u>0.00</u>	<u>0.00</u>	<u>1,288.50</u>
<b>Total Of All Funds:</b>		<b>8,429.56</b>	<b>0.00</b>	<b>8,429.56</b>	<b>0.00</b>	<b>0.00</b>	<b>8,429.56</b>

**RESOLUTION 92-2020**

Motion to approve the resolution by C/Linszky; seconded by C/Dyevoich

Roll Call Vote: AYE – C/Linszky, C/Steinfeld, C/Dyevoich, C/Brandl, C/Corallo, C/Sagan

**RESOLUTION 92-2020**

**ADOPTING THE MONMOUTH COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN**

**WHEREAS**, the Farmingdale, NJ, has experienced natural hazards that result in public safety hazards and damages to private and public property and;

**WHEREAS**, the hazard mitigation planning process set forth by the State of New Jersey and the Federal Emergency Management Agency offer the opportunity to consider natural hazards and risks, and to identify mitigation actions to reduce future risks and;

**WHEREAS**, the New Jersey Office of Emergency Management has provided federal mitigation funds to support development of an updated mitigation plan and;

**WHEREAS**, a Multi-Jurisdictional Hazard Mitigation Plan has been developed by the County Office of Emergency Management and Mitigation Planning Committee and;

**WHEREAS**, the Multi-Jurisdictional Hazard Mitigation Plan includes a prioritized list of mitigation actions including activities that, over time will help minimize and reduce safety threats and damage to private and public property and;

**WHEREAS**, the draft plan was provided to each participating jurisdiction through a website hosted by Michael Baker International, the contracted vendor assisting with the planning process. Links were links also posted on the Emergency Management and Division of Planning websites so as to introduce the planning concept and to solicit questions and comments and to present the Plan and request comments, as required by law.

**NOW, THEREFORE BE IT RESOLVED** by the BOROUGH OF FARMINGDALE:

1. The Monmouth County Multi-Jurisdictional Hazard Mitigation Plan, as submitted on June 23, 2020 by the Monmouth County Office of Emergency Management to the New Jersey Office of Emergency Management and the Federal Emergency Management Agency and subsequently approved by both agencies on August 27, 2020, be and is hereby adopted as an official plan of the County or Monmouth; with the required yearly updates and minor revisions recommended by the Federal Emergency Management Agency and/or the New Jersey Office of Emergency Management may be incorporated without further action.
2. The Borough Of Farmingdale departments identified in the Plan are hereby directed to further pursue potential or suggested implementation of the recommended high priority activities that are assigned to their departments.
3. Any action proposed by the Plan shall be subject to and contingent upon budget approval, if required, which shall be at the discretion of the Borough of Farmingdale, and this resolution shall not be interpreted so an to mandate any such appropriation.
4. The Farmingdale Emergency Management Coordinator is designated to coordinate with other offices and shall periodically report on the activities, accomplishments, and progress, and shall prepare an annual progress report to be submitted to the New Jersey Office of Emergency Management. The status reports shall be submitted on a yearly basis by a predetermined date agree upon by all stakeholders.

**BE IT FURHER RESOLVED** that the Borough Clerk forward a certified true copy of this resolution to the Monmouth County Office of Emergency Management Coordinator, and Local OEM Coordinator  
 PASSED by the Borough of Farmingdale, on this 20<sup>th</sup> day of October, 2020.

Resolution 93-2020, Authorizing the Shared Services Agreement with Monmouth County SPCA for 2021 was added to the agenda for Council approval.

**RESOLUTION 93-2020**

Motion to approve the resolution by C/Linszky; seconded by C/Brandl

Roll Call Vote: AYE – C/Linszky, C/Steinfeld, C/Dyevoich, C/Brandl, C/Corallo, C/Sagan

**RESOLUTION 93-2020****AUTHORIZING AGREEMENT WITH THE MONMOUTH COUNTY SPCA FOR ANIMAL CONTROL SERVICES**

**WHEREAS**, there exists a need for Animal Control within the Borough of Farmingdale; and

**WHEREAS**, the Monmouth County SPCA provides such services at a cost of \$275.00 a month; and

**WHEREAS**, the Monmouth County SPCA also provides a Trap, Neuter and Release Program for a fee of \$37.50 per cat at a limit of 100 cats per year; and

**WHEREAS**, the Borough of Farmingdale is desirous of continuing the agreement for Animal Control Services with the Monmouth County SPCA, first entered into on January 1, 2018; and

**WHEREAS**, the Borough of Farmingdale is desirous of approving a Memorandum of Understanding with the Monmouth County SPCA for the Trap, Neuter and Release Program.

**NOW, THEREFORE, BE IT RESOLVED**, by the Governing Body of the Borough of Farmingdale that the Borough enter into an agreement with the Monmouth County SPCA for Animal Control Services for a period of two year beginning January 1, 2021 – December 31, 2021 at a cost not to exceed \$3,300.00 per month; and

**BE IT FURTHER RESOLVED**, that the Governing Body of the Borough of Farmingdale approve the Memorandum of Understanding with the Monmouth County SPCA for the Trap, Neuter and Release Program at a cost not to exceed \$3,750.00 (limit of 100 cats per year); and

**BE IT FURTHER RESOLVED** that a certified copy of this Resolution be forwarded to the Monmouth County SPCA.

**MONMOUTH COUNTY – MCSPCA- SOCIETY FOR PREVENTION OF CRUELTY TO ANIMALS LAW ENFORCMENT DIVISION**

**260 WALL STREET, EATONTOWN, NEW JERSEY 07724 --- 732-542-0040 FAX: 732-542-4552**

**THIS AGREEMENT**, made this 20<sup>th</sup> day of October by and between the **MONMOUTH COUNTY SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS**, a non profit, charitable organization under State and Federal laws, having principal offices at 260 Wall Street, Eatontown, New Jersey, hereinafter referred to as the "MCSPCA" and the **BOROUGH OF FARMINGDALE**, a municipal corporation of the State of New Jersey, having principal offices at 11 Asbury Avenue, Farmingdale, NJ, hereinafter, referred to as the "Municipality".

**WHEREAS**, the Municipality wishes to retain the services of the MCSPCA for animal control for a period beginning the 1st day of January, 2021 and ending on the 31st day of December, 2021.

**NOW THEREFORE**, in consideration of the mutual agreements set forth below, it is agreed that:

1. The MCSPCA shall make their services as independent contractor, as an animal service provider, as hereinafter described, available to the Municipality on a daily basis, during standard business hours, as needed, five (5) days a week. Weekends, Holidays and Night emergency services (after standard day time business hours), will also be provided when necessary on the terms stated bellow. Services are defined as the rescue, custody and care of injured animals, trapped animals, sick animals, animals whose lives are endangered or animals present a danger to humans, including those who have bitten a person.  
For the purpose of this Agreement, marine mammals, feral cat colonies and dead deer are specifically excluded, neither shall the MCSPCA trap, rescue, or relocate or care for geese unless same is in need of veterinary care.  
Upon the Municipality's request, or in the case for the need of animal humane and/or Services as defines herein, feral cat colonies will remain the responsibility of the person "caretaker" caring for the cats. If there is a sick, rabid, or injured cat, the MCSPCA will provide services and assistance, and shall be entitled to be reimbursed for all the costs and expenses to said feral cat colony. If the colony is abandoned by the caretaker and the MCSPCA is called to remove any and/or care for the colony, the costs and expenses incurred by the MCSPCA will be in addition to the cost for Services and will be the responsibility of the Municipality. If the Municipality enters into a Memorandum of Understanding (MOU) with the MCSPCA for the purpose of TNR, then all terms of the MOU shall be set forth as agreed upon by the MCSPCA and the Municipality and shall supersede certain terms in the contract. TNR MOU's shall be a separate expense and billed in accordance with the terms of the MOU.
2. The Municipality will pay the MCSPCA the sum of \$3,300.00 said sum to be prorated on a monthly basis of \$275.00. Payment for all services, including additional costs and expenses as stated herein, and unless express terms to the contrary are agreed, are due thirty (30) days after presentment of invoice and/or Municipality voucher executed by appropriate party, time is of the essence.
3. It is expressly understood, except as otherwise stated, the services include all the costs and expenses incurred by the MCSPCA or its animal control officer in the maintenance of custodial facilities and vehicle to be used by the animal control officer.
4. Upon a request from the Municipality, the MCSPCA shall respond to an emergency as defined herein. Emergency veterinary treatment will be provided to an ill or injured animal as required by the State Law regulation. The MCSPCA reserves the right in its sole discretion to determine that if the animal requires transportation to an emergency clinic on nights, weekends, or holidays, when our own veterinarians are not available. If there is no known owner, the cost of in house services shall be covered by the MCSPCA any expense incurred by the MCSPCA for outside veterinary services will be the responsibility of the Municipality. If the owner is known, the cost and expenses will be bore by the owner.
5. The MCSPCA shall, at the request of an owner of an unwanted animal, render assistance in delivery of said animal to an appropriate humane shelter, including a shelter maintained by the MCSPCA. The MCSPCA will be paid for the cost and expenses of such assistance, which shall be the responsibility of the owner.
6. The MCSPCA shall use reasonable efforts to impound any stray, abandoned or unlicensed dog or cat, running at large on public property within the municipality. When such impoundment occurs, the dog or cat shall be put up for adoption or humanly disposed of, at the sole and exclusive discretion of the MCSPCA, after seven (7) day statutory hold period. It is expressly understood, once the MCSPCA accepts any animal and takes it into custody; it shall become the property of the MCSPCA for the disposition a stated above. The MCSPCA Animal Control Officer (ACO) or MCSPCA

*Humane Law Enforcement Officer shall issue summons for Municipal Ordinances and NJ Title 4 pertaining to all animals laws that apply under the scope of the ACO's employment. (ie: Dog/Cat licensing, animals running at large, dangerous dog)*

7. *Upon proof of ownership, any person may redeem his/her animal from the MCSPCA upon payment to the MCSPCA and shall be responsible to pay for any vaccinations and/or necessary medical treatment that the medical team deemed necessary. Once the ownership is established, and the animal is no longer a stray, regular boarding rates at \$20.00 per day shall be paid to the MCSPCA by the owner prior to the release of the animal. No **release** or redemption shall be honored unless the owner provides proof of ownership and produces a current municipal dog/cat license if applicable. If an animal is unclaimed after seven (7) days, the MCSPCA shall by law take ownership of the animal and offer the animal for adoption, humanly disposed or any other disposition that the MCSPCA deems humanely appropriate.*
8. *Any stray dog, cat or any other animal taken into the custody of the MCSPCA and charged with biting a human being, shall be quarantined for the required period of ten (10) days. The cost and expenses incurred during this period shall be the responsibility of the owner. If no known owner, the costs shall be absorbed by the MCSPCA.*
9. *Transportation of the head of the animal suspected of rabies to the State department shall be provided by the MCSPCA under the condition that the said animal expired on the premises before the ten (10) day quarantine period referred to above. The fee for removal of the head and deliver for rabies examination will be paid by the owner of the animal or absorbed by the MCSPCA if the owner is unknown.*
10. *The animal control officer shall be an employee of the MCSPCA. The MCSPCA shall indemnify and hold the Municipality harmless from and against any damage caused by the animal control officer, expressly excluded damage caused by the animal.*
11. *Removal of an animal, including wildlife, inside a home, apartment building, garage, roof, etc., "residence", is not covered under this agreement. The MCSPCA reserves the right to answer/respond to those calls, however, the owner of the premises will be charged \$90.00 per hour during standard business hours and \$118.00 after standard hours. If the nature of the call is deemed by a police officer to pose a public safety risk, the MCSPCA shall respond.*
12. *The MCSPCA shall not be responsible for handling deer or any wildlife carcasses, however the MCSPCA shall retrieve infirmed/ injured deer or wildlife at the MCSPCA's discretion.*
13. *The Municipality will be charged at an additional charge, a boarding fee of \$20.00 per day, payable monthly, for any animal which, upon request of the Municipality as part of a court process or upon order from a court shall impound an animal. The Municipality agrees to expressly seek reimbursement from the costs uncured by the MCSPCA as any judgement from the owner, in the absence as such; the costs shall be the responsibility of the Municipality.*
14. *The signatory of this document represents that it/he/she possess the requisite authority to bind the public entity further represents the execution of the Agreement is authorized by Municipality*
15. *Except for non-payment, this Agreement contract may be determined during the Term by either party upon sixty (60) days written notice by Certified Mail, Return Receipt Requested, to the other party, in its sole discretion the terminating party may provide an opportunity to cure.*
16. *It is expressly agreed that the MCSPCA is not obligated to incur any cost, expense or legal fees as a consequence of the failure of the Municipality to timely and fully remit all payment due hereunder; such costs, expenses, legal fees shall be the sole responsibility of the Municipality.*
17. *The Parties hereto shall indemnify and hold the other harmless from and against any claim, award, cost, expense by any third party, not affiliated in any way employed by either party for any damage or injury caused by the act or omission of the indemnifying party or its agents.*

*THIS AGREEMENT is a sole expression of the understanding between the parties and may only be modified by a written amendment signed by both parties.*

## **COUNCIL COMMENTS**

C/Steinfeld shared a complaint regarding the shrubbery on the corner of Asbury at the gas station. Mr. Neuhaus will speak to the owner. C/Steinfeld shared a conversation with a retired water operator who believes the overage is due to infiltration, noting there is a fix of installing a liner, but that is an expense. Discussion followed regarding on the videoing of the system which showed no issues with poor design. Discussion followed regarding 4 of 5 towns going up; with Howell going down – it is believed the higher costs are due to high rain events and better calculations being done by MRRSA. Further discussion followed. C/Steinfeld requested Council to come up with topics to ask the water operator; the Borough water operator will be invited to a future meeting.

Mayor Daly spoke about the grand opening of Four Boys Ice Cream.

C/Corallo shared 10 people have entered the Scarecrow Contest, they are available to view on the website.

## **ADJOURNMENT – 7:50 p.m.**

Motion to adjourn by C/Linszky; seconded by C/Corallo

Voice Vote: AYE – C/Linszky, C/Steinfeld, C/Dyevoich, C/Brandl, C/Corallo, C/Sagan

Respectfully Submitted,

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Corinne DiCorcia, RMC, Borough Clerk

Exhibits are on file in the Borough Clerk's office, according to the New Jersey State Records Retention Schedule established by N.J.S.A. 47:3-15 et seq. and approved by the State Records Committee  
For Approval: 11/10/2020