

**SUBJECT TO CHANGE
BOROUGH OF WEST LONG BRANCH
COUNCIL MEETING**

March 4, 2026

(Immediately Following Caucus Meeting Which Starts at 6:30 PM)

MAYOR JANET W. TUCCI PRESIDES

MAYOR TUCCI REPORTS SUNSHINE LAW COMPLIED WITH

PRESENT: BRAY CIOFFI, GOMEZ, PENTA, RUANE, SNIFFEN

ABSENT:

READING AND APPROVAL OF MINUTES:

Caucus Minutes
February 18, 2026

Executive Session Minutes
February 18, 2026

Council Minutes
February 18, 2026

REPORTS OF STANDING COMMITTEES:

MAYOR TUCCI:

COUNCILMAN BRAY (FINANCE & ADMINISTRATION):

COUNCILMAN CIOFFI (POLICE):

COUNCILMAN GOMEZ (FIRE & EMS):

COUNCILMAN PENTA (PUBLIC WORKS):

COUNCILWOMAN RUANE (RECREATION, ENVIRONMENTAL, & SHADE TREE):

COUNCILMAN SNIFFEN (PUBLIC PROPERTY):

BOROUGH ADMINISTRATOR GONTER:

BOROUGH CLERK KELLY:

BOROUGH ATTORNEY BAXTER:

BOROUGH ENGINEER MULLAN:

COMMUNICATIONS:

None.

ORDINANCES:

1. Ordinance No. O-26-5 – An Ordinance Amending Dog License Fees in the Borough of West Long Branch
Second and Final Reading
2. Ordinance No. O-26-7 – An Ordinance Amending Ordinance 2-19 Regarding Incentives for Volunteers in the Borough of West Long Branch
Second and Final Reading
3. Ordinance No. O-26-8 – An Ordinance Prohibiting the Depositing of Snow and Ice from Private Property onto Public Streets in the Borough of West Long Branch
Introduction
4. Ordinance No. O-26-9 - An Ordinance Amending Ordinance 18-6.9 Regarding Removal and Replacement of Sidewalks in the Borough of West Long Branch
Introduction
5. Ordinance No. O-26-20 – An Ordinance Amending Ordinance 11-9 Regarding Fees for the Summer Recreation Program in West Long Branch
Introduction
6. Ordinance No. O-26-11 – An Ordinance Renewing the New Jersey Natural Gas Company’s Franchise in the Borough of West Long Branch
Introduction

RESOLUTIONS:

1. R-26-52 Resolution Approving 2026 Fireworks Contract
2. R-26-54 2025 Budget Appropriation Transfers
3. R-26-55 Resolution Appointing Special Labor Counsel

UNFINISHED BUSINESS:

NEW BUSINESS:

1. RL-26-5 – Lions Club of West Long Branch – Off-Premises 50/50

BILLS AND CLAIMS:

OPPORTUNITY FOR ANY PERSON TO BE HEARD:

MOTION TO CLOSE THE PUBLIC PORTION AND ADJOURN:

ORDINANCE NO. O-26-5

**AN ORDINANCE AMENDING DOG LICENSE FEES
IN THE BOROUGH OF WEST LONG BRANCH**

WHEREAS, the borough recently amended its dog licensing fee ordinance to only permit 3-year licenses, however the rabies inoculation timing has caused difficulties in the licensing of animals who have already been inoculated, and the rabies inoculation is good for three years; and

WHEREAS, the governing body has determined to amend that ordinance to permit dog licenses for either one year or three years, at the discretion of the dog owner;

NOW, THEREFORE, BE IT ORDAINED by the Borough Council of the Borough of West Long Branch that Ordinance 5-1 and Ordinance O-25-20 are amended and modified as follows:

SECTION 1. LICENSING FEES

Ordinance 5-1.4(c) is amended as follows:

The person applying for a dog license and registration tag shall pay a fee based upon the term of license selected by the owner. For a three-year license, the fee shall be \$45.00 for each spayed or neutered dog and \$54.00 for each non-spayed or non-neutered dog. All such fees shall be paid at the time of application for the license and registration tag.

SECTION 2. TERM OF LICENSE

Ordinance 5-1.4(f) shall be amended to read:

Each dog license issued for one year shall terminate on January 31 of the following year. Each dog license issued for three years will terminate on January 31 following the conclusion of the 3-year licensing period.

SECTION 3. REPEAL OF INCONSISTENCIES

This ordinance shall repeal and replace any existing ordinances to the extent of any inconsistency.

SECTION 4. EFFECTIVE DATE

This ordinance shall take effect immediately upon passage and publication according to law and govern all dog licenses issued in or after 2026. This ordinance shall also be interpreted retroactively to January 2026 in order to correct the problems encountered with the prior adopted ordinance.

All other provisions of Ordinance 5-1 not modified herein shall remain in full force and effect.

Introduced: February 18, 2026
Passed: March 4, 2026
Adopted: March 4, 2026

MAYOR

BOROUGH CLERK

ORDINANCE NO. O-26-7

**AN ORDINANCE AMENDING ORDINANCE 2-19
REGARDING INCENTIVES FOR VOLUNTEERS
IN THE BOROUGH OF WEST LONG BRANCH**

WHEREAS, the Borough Council's Ordinance Review Committee has recommended changes to Ordinance 2-19 regarding definitions, incentives, and exemptions regarding benefits to volunteers, and the governing body has determined that the committee's recommendations should be approved;

NOW, THEREFORE, BE IT ORDAINED by the Governing Body of the Borough of West Long Branch, Monmouth County, New Jersey as follows:

SECTION 1. CHANGE OF TITLE.

The title for Ordinance 2-19 shall be amended to read:

"CERTAIN INCENTIVES FOR ACTIVE VOLUNTEERS ~~FIRST AID AND EMERGENCY~~
MEDICAL SERVICES AND FIRE COMPANY MEMBERS
WITHIN THE BOROUGH"

SECTION 2. DEFINITION.

The definition of "FAMILY" in Ordinance 2-19.1 is amended to read as follows:

Shall mean an active member of either volunteer organization, his/her spouse, and all ~~natural or adopted~~ dependent children under the age of 21; providing all such persons reside in the West Long Branch residence of the member. ~~regardless of whether the member is alive when the exemptions is requested.~~

SECTION 3. INCENTIVES.

Ordinance 2-19.2 is amended to read as follows:

All active members of a volunteer organization and members of their family, as defined herein, shall be entitled to the following benefits on their primary residence only:

- a. No change.
- b. Exemption from the following licensing and permit fees charged and retained by the borough, or that portion which would otherwise be retained by the borough:
 - 1-5 No change.
 6. Zoning Permit.
 7. Park Fees. _

SECTION 4. REPEALER.

This ordinance replaces and repeals any existing ordinances to the extent of any inconsistencies.

SECTION 5. EFFECTIVE DATE.

This ordinance shall take effect immediately upon passage and publication according to law.

[Wording which is lined through is being removed. Wording that is underlined is being added.]

Introduced:
Passed:
Adopted:

MAYOR

BOROUGH CLERK

ORDINANCE NO. O-26-8

**AN ORDINANCE PROHIBITING THE DEPOSITING OF SNOW
AND ICE FROM PRIVATE PROPERTY ONTO PUBLIC STREETS
IN THE BOROUGH OF WEST LONG BRANCH**

WHEREAS, the governing body has received significant complaints from the Department of Public Works regarding the failure by residents to keep shoveled snow on their properties, rather than putting it into the public right of way, all of which has caused the Department of Public Works additional time and effort to remove the same following snow falls; and

WHEREAS, in addition to the time and expense being caused by residents or their agents putting snow into the public right of way, there is also the issue of safety, when the roads have already been plowed, and certain residents are then creating a new hazardous situation; and

WHEREAS, New Jersey already prohibits such actions by commercial operators in N.J.S.A. 39:4-77.3, however that statute does not apply to non-commercial operators, and this ordinance is intended to govern those people;

NOW, THEREFORE, BE IT ORDAINED by the Borough Council of the Borough of West Long Branch as follows:

Section 1. [NEW]ORDINANCE 15-5. DEPOSITING SNOW AND ICE FROM PRIVATE PROPERTY ON TO PUBLIC STREETS.

No person, owner, tenant, or occupant of any premises abutting any street shall sweep, plow, throw, place, or deposit snow or ice onto any street.

Section 2. Exemption.

Exempted from the responsibilities under this ordinance are windrows, which are created by municipal plowing operations. "Windrows" are defined as piles of snow left at the edge of roads or across driveway entrances by snowplows.

Section 3. ENFORCEMENT.

This ordinance may be enforced by any regular or Special Police Officer, the Director of Public Works or his assignee, and any West Long Branch Code Enforcement personnel.

Section 4. PENALTY.

Any person defined in Section 1 above shall be penalized \$100 for any violation of this ordinance.

Section 5. EFFECTIVE DATE.

BE IT FURTHER ORDAINED that this ordinance shall take effect immediately upon passage and publication according to law.

Introduced:
Passed:
Adopted:

MAYOR

BOROUGH CLERK

ORDINANCE NO. O-26-9

**AN ORDINANCE AMENDING ORDINANCE 18-6.9
REGARDING REMOVAL AND REPLACEMENT OF SIDEWALKS
IN THE BOROUGH OF WEST LONG BRANCH**

WHEREAS, as a result of prior discussions by the governing body, and the input of at least one resident regarding the same, the governing body feels that an addition to Ordinance 18-6.9a should be made to include “damages” as a predicate act for enforcement by the borough, and that curbs should also be included in the ordinance;

NOW, THEREFORE, BE IT ORDAINED by the Borough Council of the Borough of West Long Branch as follows:

SECTION 1.

Ordinance 18-6.9a is amended to read as follows:

Whenever a property owner ~~or its agents cause damage to an existing sidewalk or curb or~~ removes an existing sidewalk ~~or curb~~, the property owner shall replace the sidewalk ~~or curb~~ with one that conforms to borough standards and meets with the approval of the Borough Engineer, such replacement to be within 60 days of the date of removal ~~or damage~~.

Section 2. EFFECTIVE DATE.

This ordinance shall take effect immediately upon passage and publication according to law.

[Wording which is lined through is being removed. Wording that is underlined is being added.]

Introduced:
Passed:
Adopted:

MAYOR

BOROUGH CLERK

ORDINANCE NO. O-26-10

**AN ORDINANCE AMENDING ORDINANCE
11-9 REGARDING FEES FOR
THE SUMMER RECREATION
PROGRAM IN WEST LONG BRANCH**

WHEREAS, the Borough last set the fees for the summer recreation program in 2024, and costs for running the program have steadily increased, requiring the Borough to consider an increase in the fees charged; and

WHEREAS, the Parks & Recreation Committee, as well as the Recreation Director, have recommended that the council increase the fees for the annual summer recreation program, and the governing body concurs;

NOW, THEREFORE, BE IT ORDAINED by the Borough Council of the Borough of West Long Branch that Ordinance 11-9.1 be amended as follows:

- a. A fee of ~~\$600~~ \$695 will be due and payable for any child participating in the program. If there is more than one child in a family participating in the summer recreation program, for each additional child a fee of ~~\$500~~ \$595 will be due and payable.

EFFECTIVE DATE.

This ordinance shall take effect immediately upon passage and publication according to law.

Introduced:
Passed:
Adopted:

MAYOR

BOROUGH CLERK

ORDINANCE NO. O-26-11

AN ORDINANCE RENEWING NEW JERSEY NATURAL GAS COMPANY'S FRANCHISE IN THE BOROUGH OF WEST LONG BRANCH

WHEREAS, NEW JERSEY NATURAL GAS COMPANY has hereto been granted a franchise and consent to lay, maintain and operate gas franchise facilities in the Borough of West Long Branch; and

WHEREAS, NEW JERSEY NATURAL GAS COMPANY is desirous of obtaining a franchise and consent of the municipality to continue serving the municipality;

NOW, THEREFORE, BE IT ORDAINED that the Borough Council of West Long Branch that the Borough hereby consents and authorizes NEW JERSEY NATURAL GAS COMPANY to lay, maintain and operate, for a period of _____ years, its conductors, mains and pipes, together with all appurtenances thereto, in, under and over all the public streets, alleys, squares and public places in the Borough of West Long Branch for the purpose of conducting, transmitting, and distributing gas or any mixture of gases of various types, including natural gas, upon the following terms and conditions:

1. That NEW JERSEY NATURAL GAS COMPANY shall agree that in all cases in which said openings or excavations are made for the purpose of aforesaid, the pavement and surface of the streets or roadways shall be restore to the same condition as existed prior to the opening thereof;
2. That NEW JERSEY NATURAL GAS COMPANY shall conduct the work of laying or repairing gas mains and pipelines in a careful and prudent manner;
3. The NEW JERSEY NATURAL GAS COMPANY shall comply with all applicable Borough ordinances, State statutes and administrative rules and regulations; and

BE IT FURTHER ORDAINED that NEW JERSEY NATURAL GAS COMPANY shall file with the West Long Branch Borough Clerk within sixty (60) days from the date hereof, its acceptance of the terms and provisions of the franchise consent herein granted and its agreement to be bound by the terms and provisions thereof; and

BE IT FURTHER ORDAINED that this ordinance shall not become effective unless and until it is approved by the Board of Regulatory Commissioners of the State of New Jersey.

Introduced:
Passed:
Adopted:

MAYOR

BOROUGH CLERK

Councilmember offered the following resolution and moved its adoption:

RESOLUTION APPROVING 2026 FIREWORKS CONTRACT

3/4/26

WHEREAS, the Borough has solicited proposals for a fireworks exhibition; and

WHEREAS, Zambelli Fireworks Manufacturing Co. was the only vendor to respond with a proposal in the amount of \$30,000 for a fireworks display on July 4th; and

WHEREAS, Zambelli Fireworks Manufacturing Co. submitted the attached contract for approval; and

WHEREAS, funds are or will be available for this purpose;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of West Long Branch that the attached contract with Zambelli Fireworks Manufacturing Co. for the 2026 fireworks display on July 4th, with a rain date of July 5th, in the amount of \$30,000, be approved; and

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are hereby authorized to sign the attached contract with Zambelli Fireworks Manufacturing Co.

Seconded by Councilmember and carried upon the following roll call vote:

- AYES:
- NAYS:
- ABSENT:
- ABSTAIN:

I hereby certify the foregoing to be a true and exact copy of the original resolution as adopted by the West Long Branch Borough Council on March 4, 2026.

BOROUGH CLERK

ZABELLI FIREWORKS MANUFACTURING CO.

THIS CONTRACT AND AGREEMENT (this "Contract") is made effective as of this 17th day of February 2026, by and between:

Zambelli Fireworks Manufacturing Co. of Warrendale, Pennsylvania (hereinafter referred to as "Zambelli"),

-AND-

Borough of West Long Branch of West Long Branch, NJ (hereinafter referred to as "Client").

WHEREAS, Zambelli is in the business of designing and performing exhibitions and displays of fireworks; and

WHEREAS, Client desires that Zambelli provide an exhibition and display of fireworks for Client's benefit pursuant to the terms and conditions hereof, and Zambelli desires to perform an exhibition and display of fireworks for Client's benefit pursuant to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual agreements herein contained:

Zambelli, intending to be legally bound, agrees as follows:

1. Zambelli agrees to sell, furnish and deliver to Client a fireworks display [per the program submitted by Zambelli to Client, accepted by Client and made a part hereof] (hereinafter referred to as the "Display") to be exhibited on the display date set forth below (hereinafter referred to as the "Display Date"), or on the postponement date set forth below [if the Display is postponed as provided herein], (hereinafter referred to as the "Postponement Date") which Display Date and Postponement Date have been agreed upon at the time of signing this Contract.

Display Date: July 4, 2026

Postponement Date: July 5, 2026

2. Zambelli agrees to furnish the services of display technicians (hereinafter referred to as "Display Technicians") who are sufficiently trained to present the Display. Zambelli shall determine in its sole discretion the number of Display Technicians necessary to take charge of and safely present the Display.
3. Zambelli agrees to furnish insurance coverage in connection with the Display for bodily injury and property damage, including products liability, which insurance shall include Client as additional insured regarding claims made against Client for bodily injury or property damage arising from the operations of Zambelli in performing the Display provided for in this Contract. Such insurance afforded by Zambelli shall not include claims made against Client for bodily injury or property damage arising from failure of Client, including through or by its employees, agents and independent contractors, to perform its obligations under this Contract, including without limitation those set forth in paragraphs 6 and 7 below. Client shall indemnify and hold Zambelli harmless from all claims and suits made against Zambelli for bodily injury or property damage arising from failure of Client, including through or by its employees, agents and independent contractors, to perform its obligations under this Contract, including without limitation those set forth in paragraphs 6 and 7 below. Zambelli furnished insurance exposure in connection with the subject Display is not subject to deviation. Should client request any scale of modification; corresponding fee(s) to accommodate shall not be borne by Zambelli.

Client, intending to be legally bound, agrees as follows:

4. Client agrees to pay Zambelli the sum of **\$30,000.00** (hereinafter referred to as the "Purchase Price"), with total payment to be sent via Next Day Delivery within 24 hours of the completion of the display. In addition, Client agrees to pay a postponement fee of fifteen percent (15%) of the Purchase Price plus Additional Third Party Charges (as defined in paragraph 11 below) if the Display is fired on the Postponement Date, or twenty-five percent (25%) of the Purchase Price plus Additional Third Party Charges if the Display is fired on a date other than the Display Date or the Postponement Date ("Alternate Date"). The Alternate Date must occur within six months of the original Display Date at a time agreeable to both Zambelli and the Client. Generally, Alternate Dates will not include the period from June 28th through July 7th. Checks shall be made payable to Zambelli Fireworks Manufacturing Co., unless otherwise authorized in writing by Zambelli. NO CASH shall be paid to any agent or employee of Zambelli, unless otherwise authorized in writing by Zambelli. There shall be no refund of the Purchase Price due and payable under this paragraph 4, except as specifically provided in paragraph 11 below.
5. Client agrees to meet all deadlines outlined in the Design and Production Provisions, which has been provided to Client, including but not limited to the following:

- (a) Client must select a suitable place for the Display, including a firing and debris zone reasonably acceptable to Zambelli (hereinafter referred to as the "Display Area") and submit such selection to Zambelli no later than sixty (60) days prior to the Display Date. The Display Area shall adhere to or exceed applicable National Fire Protection Association ("NFPA") standards including the Zambelli guideline that the Display Area have a radius of at least 100 feet per inch (or as mutually agreed to between Zambelli and Client) of the largest diameter pyrotechnic from the firing site in all directions to any parking area, spectators, inhabited buildings, public roads, or active railroad. Client shall submit a site map (attached hereto as Exhibit A) to Zambelli accurately representing the physical characteristics of the Display Area as pertains to NFPA and Zambelli guidelines. The content of the Display may be limited by the selection of the Display Area due to the requirement to provide sufficient safety zones.
 - (b) Zambelli will secure all permits necessary for the Display as required, including but not limited to police, local, state and United States Coast Guard ("USCG") permits, and arrange for any security bonds or insurance as required by law. Client will assist Zambelli when appropriate in completing permit applications.
 - (c) If the Display is choreographed to music, the final selection of the music must be submitted to Zambelli by Client no later than ninety (90) days prior to the Display Date.
6. If, in its sole discretion, Client designates an area for members of the public to view the Display (hereinafter referred to as the "Spectator Area") or an area for vehicular parking (hereinafter referred to as the "Parking Area"), Client shall (a) ensure that the Spectator Area does not infringe on the Display Area, (b) have sole responsibility for ensuring that the terrain of the Spectator Area and any structures thereon, including but not limited to grandstands and bleachers are safe for use by spectators, (c) have sole responsibility for ensuring that the Parking Area is safe for use, (d) have sole responsibility to police, monitor and appropriately control spectator access to the Spectator Area and the Parking Area and police, monitor and appropriately control the behavior of persons in these areas. It is expressly agreed that Zambelli shall not inspect any area other than the Display Area, except to ensure that any Spectator or Parking Areas are outside the Display Area.
 7. Prior to, during, and immediately following the Display, Client shall monitor the Display Area and will be solely responsible to keep all persons and property not authorized by Zambelli out of the Display Area and behind safety zone lines and limits.
 8. Following the Display, Client shall be solely responsible for policing of the Display Area and for cleanup except as specifically provided in the sentence immediately following. Zambelli shall be responsible for the removal of unexploded fireworks and the cleanup of material debris, the removal of frames, sets and lumber from the Discharge Area, and the refilling of holes created by Zambelli or on behalf of Zambelli within the Discharge Area.
 9. Client will include a direct reference to "Zambelli Fireworks" in all promotional material, including but not limited to event schedules; radio, television, newspaper and internet announcements; newspaper articles; and other media.

The parties, intending to be legally bound, mutually agree as follows:

10. It is agreed and understood by the parties hereto that should inclement weather prevent firing of the Display on the Display Date, as determined by the Authority Having Jurisdiction (as defined in paragraph 14 below) or as reasonably determined by Zambelli, then the program shall be postponed and fired on the Postponement Date. If there is no Postponement Date and the Display is not fired on the Display Date, or if inclement weather prevents firing of the Display on the Postponement Date, as determined by the Authority Having Jurisdiction or as reasonably determined by Zambelli, the Display will be cancelled and Client will pay to Zambelli, 50% of the Purchase Price, less any Deposit paid prior to the Display Date.
11. Client's cancellation of the Display will only be effective upon receipt by Zambelli of a written notice from an authorized person representing Client. In the event of cancellation of the Display, the parties agree as follows:
 - (a) If Client cancels the Display more than sixty-one (61) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to ten percent (10%) of the Purchase Price plus Additional Third Party Charges, as defined below.
 - (b) If Client cancels the Display from thirty-one (31) to sixty (60) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to twenty percent (20%) of the Purchase Price plus Additional Third Party Charges, as defined below.

- (c) If Client cancels the Display from five (5) to thirty (30) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to thirty percent (30%) of the Purchase Price plus Additional Third Party Charges, as defined below.
 - (d) If Client cancels the Display less than five (5) days prior to the day of the Display, Client agrees to pay Zambelli a cancellation fee equal to fifty percent (50%) of the Purchase Price plus Additional Third Party Charges, as defined below.
 - (e) “Additional Third Party Charges” shall mean all costs and expenses incurred by Zambelli and paid or payable to third parties in connection with the Display, including but not limited to security fees, permits and licensing fees and expenses, barge and tow expenses, and firewatch fees.
12. Zambelli reserves the exclusive right to make minor modifications and substitutions to the Display, provided that such changes are reasonable and necessary and do not materially, adversely affect price, time of delivery, functional character or performance of the Display.
 13. It shall be within Zambelli’s and/or the Authority Having Jurisdiction’s discretion to terminate the firing of the Display if any unsafe or unsuitable condition is identified. If such condition is not corrected, Zambelli may cancel the Display without further liability to Client for such cancellation.
 14. The parties agree to cooperate with the regulatory authorities having jurisdiction over the Display, including, but not limited to local fire and police departments, the Bureau of Alcohol, Tobacco, Firearms and Explosives, the Department of Transportation, the Department of Homeland Security, and the USCG (any such authority having jurisdiction over the Display is sometimes referred to herein as, the “Authority Having Jurisdiction”). The parties acknowledge that such governmental regulatory authorities having jurisdiction over the Display have the right to prohibit the Display until unsafe or unsuitable conditions are corrected.
 15. This contract shall be deemed made in the State of New Jersey and shall be construed in accordance with the laws of the State of New Jersey, excluding its conflict of law rules. The parties agree and consent to the jurisdiction of the courts of the State of New Jersey to decide all disputes regarding this Contract.
 16. If Client becomes bankrupt or insolvent, or if a petition in bankruptcy is filed by or against Client or if a receiver is appointed for Client, Zambelli may refuse to perform under this Contract and may terminate this Contract without prejudice to the rights of Zambelli. If Client’s financial condition becomes unsatisfactory to Zambelli, Zambelli may require that Client deposit the balance of the Purchase Price in escrow or provide sufficient proof of its ability to pay the balance of the Purchase Price.
 17. Except to the extent, if any, specifically provided to the contrary herein, in no event shall Zambelli be liable to Client for any indirect, special, consequential, incidental or punitive damages or lost profits, however caused and on any theory of liability (including negligence of any kind, strict liability or tort) arising in any way out of this contract, whether or not Zambelli has been advised of the possibility of damages.
 18. If Client fails to pay the monies due under this Contract, Zambelli is entitled to recover the balance due plus interest at one and one-half percent (1 ½ %) per month on amounts past due sixty (60) days or more. Further, on balances outstanding one hundred twenty (120) days or more, Zambelli is entitled to recover the balance due, plus accrued interest, plus attorneys fees of ten percent (10%) of the amount past due, plus court costs, or, if less, the maximum amount permitted by law.
 19. This Contract shall not be construed to create a partnership or joint venture between the parties or persons mentioned herein.
 20. Each party hereunder shall be excused for the period of delay in the performance of any of its obligations hereunder and shall not be liable for failure to perform or considered in default hereunder, when prevented from so performing by a cause or causes beyond its reasonable control, including but not limited to fire, storm, earthquake, flood, drought, accident, explosion, operation malfunction, or interruption, strikes, lockouts, labor disputes, riots, war (whether or not declared or whether or not the United States is a member), Federal, state, municipal or other governmental legal restriction or limitation or compliance therewith, failure or delay of transportation, shortage of, or inability to obtain materials, supplies, equipment, fuel, power, labor or other operational necessity, interruption or curtailment of power supply, or act of God, nature or public enemy.
 21. This Contract constitutes the sole and entire understanding of the parties with respect to the matters contemplated hereby and supersedes and renders null and void all prior negotiations, representations, agreements and understandings (oral and written) between the parties with respect to such matters. No change or amendment may be made to this Contract except by an instrument in writing signed by each of the parties.

- 22. Notices, consents, requests or other communications required or permitted to be given by either party pursuant to this Contract shall be given in writing by first class mail, postage prepaid addressed as follows: if to Zambelli, to the address set forth below; if to Client, to 965 Broadway, West Long Branch, NJ 07764.
- 23. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument. The exchange of copies of this Contract and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Contract as to the parties and may be used in lieu of the original Contract for all purposes. This Contract and all the rights and powers granted by this Contract shall bind and inure to the benefit of the parties and their respective successors and assigns.
- 24. Acceptance date **February 25, 2026**, if contract is not signed and returned by acceptance date. Zambelli cannot guarantee date availability.

IN WITNESS WHEREOF, we set our hands and seals to the agreement in duplicate the day and year first above written.

FOR Client:

FOR: Zambelli Fireworks Manufacturing Co.

BY _____
date

BY _____
date

Printed Name and Title

Printed Name and Title

Please sign contract where indicated for Client and return all copies for final acceptance to:

Zambelli Fireworks Manufacturing Co.
280 Executive Dr Suite 100
Cranberry, PA 16066
 724-658-6611 800-245-0397 FAX 724-658-8318

Zambelli Fireworks Mfg. Co.

280 Executive Dr Suite 100

Cranberry, PA 16066

www.zambellifireworks.com

724-658-6611

(Fax) 724-658-8318

2026 Communication Sheet

Communications Sheet must be completed in its entirety each year. *Our insurance carrier requires a newly completed form each year.* A Zambelli representative will use this sheet to contact you.

Customer Information		Show Information	
Customer Name	_____	Show Date	_____
Address	_____	Rain Date	_____
City, State, Zip	_____	Time of Show	_____
		Duration of Show	_____
Firing Site Location		Storage Site Location	
Description	_____	Description	_____
Site contact Name	_____	Site Contact Name	_____
Phone Number	_____	Phone Number	_____
Address	_____	Address	_____
City, State, Zip	_____	City, State, Zip	_____
Contact Person		Alternate Contact #1	
Name	_____	Name	_____
Title	_____	Title	_____
Address	_____	Address	_____
City, State, Zip	_____	City, State, Zip	_____
Home Phone Number	_____	Home Phone Number	_____
Office Number	_____	Office Number	_____
Cell Number	_____	Cell Number	_____
E-Mail	_____	E-Mail	_____
Alternate Contact #2		Day of Show Contact	
Name	_____	Name	_____
Title	_____	Title	_____
Address	_____	Address	_____
City, State, Zip	_____	City, State, Zip	_____
Home Phone Number	_____	Home Phone Number	_____
Office Number	_____	Office Number	_____
Cell Number	_____	Cell Number	_____
E-Mail	_____	E-Mail	_____

Suggested Routing from New Castle:

Zambelli Fireworks Mfg. Co.

280 Executive Dr Suite 100

Cranberry, PA 16066

www.zambellifireworks.com

724-658-6611

(Fax) 724-658-8318

2026 Required Insurance Requisition Form

Customer Name _____

Address _____

City _____ State _____ Zip _____

Display Date _____ Rain Date _____

Display Duration _____

Location of Display _____

City _____ State _____ Zip _____

Name all Additional Insured

Name & Address of Display Site Property Owner

Certificate to be issued to: _____

Address _____

City _____ State _____ Zip _____

Title _____ Phone _____

*** This form must be returned with your signed contract in order for the insurance certificate to be processed. Our insurance company requires that we have this form in addition to the signed contract prior to the certificate being issued.**

Zambelli Fireworks

280 Executive Dr Suite 100
Cranberry, PA 16066

www.zambellifireworks.com

724-658-6611

(Fax) 724-658-8318

2026 REQUIRED DIAGRAM AND FIRING SITE INFORMATION

*Our goal is to provide you with the **BEST** possible display for your event dollar, under the safest conditions.*

It is a requirement of our Insurance Carrier and the authority having jurisdiction that a SCALE firing site diagram or aerial photograph be provided showing accurate distances in **ALL DIRECTIONS** to buildings, spectators, parking and bulk storage facilities, as well as roadways and highways that will remain open during the fireworks presentation. The scale firing site diagram or aerial photograph must clearly indicate the safety zone lines and limits that have been established for this program. An approved SCALE firing site diagram could be kept on file for future reference! Insurance Certificates will not be processed unless an approved firing site diagram or aerial photograph has been submitted.

Please use the following checklist to assist you in submitting your map or diagram. If an item is not applicable to your situation, please insert N/A.

Distances from the firing site to the following:

- 1) Spectators/Audience/Viewing Area _____ Feet
- 2) Parking Areas _____ Feet
- 3) Occupied Buildings: (Residents) _____ Feet
- 4) Public Buildings: (Schools, Churches, Hospitals
Correctional Facilities, Etc.) _____ Feet
- 5) Fuel Pumps/Storage, Explosive/Toxic Material Storage
(Gasoline Stations, Refineries, Etc.) _____ Feet
- 6) Temporary Event Set-ups: (Tents, Carnival Rides,
Concession Stands, Etc.) _____ Feet
- 7) Highways, Roads, Streets, Etc. _____ Feet
- 8) Overhead Obstructions: (Power Lines, Lighting, Etc.) _____ Feet
- 9) Active Railroads _____ Feet
- 10) Operating airports _____ Nautical Miles

Firing Site Location Coordinates

Firing Site Location Latitude: _____ (North)

Firing Site Location Longitude: _____ (West)

Signature

Title

Date

SAFE SHOWS ARE A RESULT OF PROPER PLANNING!

Councilmember offered the following resolution and moved its adoption:

2025 BUDGET APPROPRIATION TRANSFERS

3/4/26

WHEREAS, N.J.S.A. 40A:4-58 states should it become necessary during the last two months of the fiscal year or the first three months of the next fiscal year to expend for any of the purposes specified in the budget an amount in excess of the respective sums appropriated therefor and there shall be an excess in any appropriations over and above the amount deemed to be necessary to fulfill the purpose of such appropriation, the Governing Body may, by resolution setting forth the facts, adopted by not less than 2/3 vote of the full membership thereof, transfer the amount of such excess to those appropriations deemed to be insufficient; and

WHEREAS, the Chief Financial Officer has recommended that the attached transfers, being in compliance with N.J.S.A. 40A:4-58, be made.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of West Long Branch, County of Monmouth, (not less than 2/3 of the full membership concurring affirmatively), that the attached budget transfers are hereby made and approved.

Seconded by Councilmember and carried upon the following roll call vote:

AYES:
NAYS:
ABSENT:
ABSTAIN:

I hereby certify the foregoing to be a true and exact copy of the original resolution as adopted by the West Long Branch Borough Council on March 4, 2026.

BOROUGH CLERK

West Long Branch 2025 Budget Transfers

3/4/2026

Account Name	Account Number	TO	FROM
DPW Snow removal	O/E	5-01-26-290-000-250	\$ 134,000.00
Condo Services- Snow Removal	O&E	5-01-25-325-000-250	\$ 10,000.00
Condo Services- Trash	O&E	5-01-25-325-000-210	\$ 20,000.00
Planning Board	S&W	5-01-21-180-000-111	\$ 7,000.00
Zoning Board	S&W	5-01-21-185-000-111	\$ 7,000.00
Police Department	S/W	5-01-25-240-000-111	\$ 150,000.00
		Totals	\$ 164,000.00
			\$ 164,000.00
			\$ -

Councilmember offered the following resolution and moved its adoption:

RESOLUTION APPOINTING SPECIAL LABOR COUNSEL

3/4/26

WHEREAS, the Borough of West Long Branch has the necessity of retaining special counsel to provide advice to the Borough and certain of its officials, and also to represent the Borough's interest in labor-related issues; and

WHEREAS, funds are or will be available for this purpose from the budgeted line item for legal representation; and

WHEREAS, the Borough solicited Requests for Proposals (RFPs) for Special Labor Counsel services and reviewed the proposals received in connection therewith; and

WHEREAS, the Mayor submitted the names of SERAPHEMA MENNA (Lead Counsel) and ANDREW BROWN, of the firm SCARCINI HOLLENBECK; RICHARD FLAUM, of the firm DIFRANCESCO, BATEMAN, KUNZMAN, DAVIS, LEHR & FLAUM; and JAMES L. PLOSIA, JR., of the firm PLOSIA COHEN, LLC, for appointment as Special Labor Counsel;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of West Long Branch that SERAPHEMA MENNA (Lead Counsel) and ANDREW BROWN, of the firm SCARCINI HOLLENBECK; RICHARD FLAUM, of the firm DIFRANCESCO, BATEMAN, KUNZMAN, DAVIS, LEHR & FLAUM; and JAMES L. PLOSIA, JR., of the firm PLOSIA COHEN, LLC, be appointed as Special Labor Counsel to provide advice on an as needed basis to the Borough and certain of its officials and to represent the Borough's interest in labor-related issues, if necessary; and

BE IT FURTHER RESOLVED that SERAPHEMA MENNA, ANDREW BROWN, RICHARD FLAUM, and JAMES L. PLOSIA, JR., be compensated in accordance with the terms of Resolution No. R-26-29 (i.e., at the rate of \$170.00 per hour, plus costs); and

BE IT FURTHER RESOLVED these appointments are made without competitive bidding as a "professional service" under the provisions of the Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.) because they are persons authorized by law to the practice of the legal profession, and that Requests for Proposals were solicited and considered in connection with these appointments; and

BE IT FURTHER RESOLVED that a copy of this resolution or its contents be published on the official legal notices page on the Borough website as required by law.

Seconded by Councilmember and carried upon the following roll call vote:

- AYES:
- NAYS:
- ABSENT:
- ABSTAIN:

I hereby certify the foregoing to be a true and exact copy of the original resolution as adopted by the West Long Branch Borough Council on March 4, 2026.

BOROUGH CLERK

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
26-00164	02/16/26	N0022	NJ INK SHOP,LLC	REC DEPT TSHIRT ORDER 55637	Open	1,811.30	0.00
26-00165	02/16/26	S0139	SHORE BUSINESS SOLUTIONS	BORO COPIER INV#: AR138907	Open	253.55	0.00
26-00167	02/16/26	N0005	NAPA AUTO PARTS CENTER	EMS INV#: 074099 OIL FILTER	Open	11.18	0.00
26-00169	02/16/26	G0051	GEORGE WALL FORD	DPW INV#: 258193 LAMP	Open	309.56	0.00
26-00171	02/16/26	A0028	ARNOLDS PLUMBING & HEATING INC	LIBRARY INV#: 034055	Open	311.88	0.00
26-00172	02/16/26	M0252	MAZZA RECYCLING SERVICES, LTD.	JAN INV#: 0002262893 DPW RECYC	Open	215.20	0.00
26-00175	02/16/26	F0036	FOLEY MACHINERY COMPANY	DPW INVOICES, BOLTS/LOCKNUTS	Open	127.03	0.00
26-00176	02/16/26	GABRI005	GABRIELLI KENWORTH OF NJ, LLC	DPW INV#: 384440DP HARNESS ENG	Open	696.02	0.00
26-00177	02/16/26	J0011	JOHN GUIRE SUPPLY LLC	DPW INV#: 275488 ICE MELT	Open	53.00	0.00
26-00178	02/16/26	MAZZA005	MAZZA MULCH	JAN BRUSH INV#: 0002259706	Open	1,044.00	0.00
26-00181	02/16/26	J0011	JOHN GUIRE SUPPLY LLC	DPW INV#: 275174 DPW CUT BOLT	Open	95.88	0.00
26-00182	02/16/26	HUNTE005	HUNTER TECHNOLOGIES	PHONES INV #: 83549	Open	1,413.80	0.00
26-00183	02/16/26	A0038	ALLIED FIRE & SAFETY	FIRE INVOICES, 01/28/2026	Open	5,120.16	0.00
26-00187	02/16/26	S0027	SIP'S PAINT AND HARDWARE	FIRE DEPT INV#: 55824 PAINT	Open	85.95	0.00
26-00190	02/16/26	A0182	AMAZON CAPITAL SERVICES, INC.	REC DEPT POSTS 4 PACK WHITE	Open	285.98	0.00
26-00197	02/21/26	PRIMO005	PRIMO BANDS	WATER INV#: 0+B8720145123	Open	149.47	0.00
26-00198	02/21/26	LEAF0010	LEAF	COPIER INS INV#: 19686541	Open	189.44	0.00
26-00199	02/21/26	C0053	CITY OF LONG BRANCH	JAN FUEL INV#: WLB-2026-1	Open	10,078.82	0.00
26-00203	02/23/26	G0097	GEESE CHASERS, LLC	FEB GEESE FOR PARKS - REC DEPT	Open	1,999.00	0.00
26-00205	02/23/26	N0029	NEW JERSEY AMERICAN WATER CO.	ACCT NO. 1018-220038240164	Open	543.55	0.00
26-00206	02/23/26	N0029	NEW JERSEY AMERICAN WATER CO.	ACCT NO. 1018-22003246588	Open	70.80	0.00
26-00207	02/24/26	N0005	NAPA AUTO PARTS CENTER	POLICE DEPT. INVOICES	Open	426.55	0.00
26-00208	02/24/26	AVAYA005	AVAYA FINANCIAL SERVICES	PHONES INV#: 48718216	Open	187.60	0.00
26-00209	02/24/26	C0083	COMCAST & XFINITY *	ACCT NO. 8499 05 216 0061687	Open	531.66	0.00
26-00212	02/24/26	C0083	COMCAST & XFINITY *	ACT#: 8499 05 216 0049187	Open	16.03	0.00
26-00213	02/24/26	M0212	MONMOUTH COUNTY SPCA	INVOICE NO. 2026794 JAN. 2026	Open	1,443.75	0.00
26-00215	02/24/26	A0138	AVS TECHNOLOGY	POLICE PROPOSAL 81006 CAMERAS	Open	1,003.76	0.00
26-00216	02/24/26	HUNTE005	HUNTER TECHNOLOGIES	PHONES INV #: 83630	Open	1,413.80	0.00
26-00217	02/24/26	D0125	DELISA WASTE SERVICES	FEB GARBAGE INV#: 366794	Open	33,750.00	0.00
26-00218	02/24/26	D0125	DELISA WASTE SERVICES	INV#: 366795 WEST END XING MAR	Open	658.33	0.00
26-00219	02/24/26	V0027	VERIZON *	ACCT NO. 4507750170001-28	Open	257.35	0.00
26-00220	02/24/26	N0036	NEW JERSEY NATURAL GAS CO.	ACCT NO. 22-0019-6669-96	Open	2,766.65	0.00
26-00221	02/24/26	N0036	NEW JERSEY NATURAL GAS CO.	ACCT NO. 13-3266-7180-13	Open	1,895.53	0.00
26-00225	02/24/26	N0036	NEW JERSEY NATURAL GAS CO.	ACCT NO. 22-0007-1767-20	Open	1,058.74	0.00
26-00227	02/24/26	N0036	NEW JERSEY NATURAL GAS CO.	ACCT NO. 22-0012-6557-84	Open	206.86	0.00
26-00228	02/24/26	N0036	NEW JERSEY NATURAL GAS CO.	ACCT NO. 17-3280-0360-19	Open	1,241.63	0.00
26-00230	02/24/26	N0036	NEW JERSEY NATURAL GAS CO.	ACCT NO. 22-0012-4310-51	Open	1,133.61	0.00
26-00234	02/24/26	ALLIS005	ALLISON PEST CONTROL, LLC	LIBRARY PEST CONTROL INVOICES	Open	80.00	0.00
26-00236	02/24/26	D0015	DELTA DENTAL PLAN OF N.J.	DENTAL PREMIUMS - MARCH 2026	Open	1,523.54	0.00
26-00240	02/24/26	DIAMO005	DIAMOND CONSTRUCTION	PAYMENT CERTIFICATE NO. 3	Open	8,491.66	0.00
26-00241	02/24/26	D0109	DIDI'S AUTOMOTIVE II,LLC	POLICE DEPT INV#: 260121004	Open	275.68	0.00
26-00242	02/24/26	N0005	NAPA AUTO PARTS CENTER	OEM INV#: 074312 ALTERNATOR	Open	325.81	0.00
26-00243	02/24/26	D0109	DIDI'S AUTOMOTIVE II,LLC	CODE INV#: 260203002 (ROB)	Open	627.73	0.00
26-00244	02/24/26	T0015	THOMAS PLANNING ASSOC LLC	ZB INVOICE NO. 3808	Open	1,275.00	0.00
26-00245	02/24/26	T0058	T&M ASSOCIATES	INVOICED 01/27/2026	Open	57,004.19	0.00
26-00255	02/26/26	MICHA015	MICHAEL B. STEIB	JAN, FEB & MAR 2026 ZB RETAINR	Open	2,571.00	0.00
26-00256	02/26/26	JASON005	JASON W. GONTER	MAR 4-6 CONFERENCE REIMBURSEM	Open	532.89	0.00
26-00257	02/26/26	H0085	TIMOTHY HANRAHAN	RX GLASSES SCRIPT REIMBURSEMNT	Open	275.00	0.00
26-00258	02/26/26	C0008	CARUSO & BAXTER	TAX/LEGAL INV 2/24 + MAR RETNR	Open	10,329.00	0.00
26-00260	02/26/26	CHARL005	CHARLES SHAW III	PUBLIC DEFENDER MAR 2026	Open	1,000.00	0.00
26-00261	02/26/26	SEANK005	SEAN KEAN	PROSECUTOR MARCH 2026	Open	2,083.50	0.00

Total Purchase Orders: 99 Total P.O. Line Items: 0 Total List Amount: 218,225.27 Total Void Amount: 0.00

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
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Totals by Year-Fund							
Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Project Total
	5-01	43,759.83	0.00	43,759.83	0.00	0.00	0.00
	6-01	120,266.67	0.00	120,266.67	0.00	0.00	0.00
	6-03	0.00	0.00	0.00	0.00	0.00	22,336.92
Year Total:		120,266.67	0.00	120,266.67	0.00	0.00	22,336.92
	C-04	19,582.25	0.00	19,582.25	0.00	0.00	0.00
	D-13	1,443.75	0.00	1,443.75	0.00	0.00	0.00
	G-01	9,024.55	0.00	9,024.55	0.00	0.00	0.00
	T-03	1,811.30	0.00	1,811.30	0.00	0.00	0.00
Total of All Funds:		195,888.35	0.00	195,888.35	0.00	0.00	22,336.92

Project Description	Project No.	Rcvd Total	Held Total	Project Total
LARCHWOOD ESTATES-CONSTRUCTION	CON-2022-1	840.00	0.00	840.00
NICOLE AND JEFF CHAMBERS	PB-2015-03	868.50	0.00	868.50
WEST END CROSSING-KELLY	PB-2021-03	1,588.35	0.00	1,588.35
LARCHWOOD MAJOR SUBDIVISION	PB-2022-01	96.50	0.00	96.50
TOWNES AT WEST LONG BRANCH PG	PB-23-02PG	18,943.57	0.00	18,943.57
Total of All Projects:		<u>22,336.92</u>	<u>0.00</u>	<u>22,336.92</u>