

4. Plastic Ordinance
5. Special meeting Dec. 3 for Supplemental Appropriation
6. Edgewater CAFRA Application (enc.)
7. Finalize Beach Fees (enc.)
8. Update Salary Ordinance (enc.)
9. Pole Barn (Birdsall)
10. Historical Society Lease (enc.)
11. 2020 Meeting Dates (enc.)
12. Payroll – Mandatory Direct Deposit
13. Mural in Library children’s room (enc.)
14. Beach Business Permitting
15. **UPDATES:** Oceanport School Referendum
Cell Tower

RESOLUTIONS: (enc.)

- R1.** Woody’s Ocean Grille – Extension of Premises (Place-to-place transfer)
- R2.** Hiring DPW Deputy Director – Shawn Thomas
- R3.** Appointments to Fire Department
- R4.** Edmunds Software Maintenance Agreement
- R5.** Cancel Grant Funds, Appropriations, Reserves and Receivable Balances
- R6.** Vehicle State Contract Acquisitions – Beach, Police, DPW

ADJOURNMENT:

Councilmember _____ offered a motion to Adjourn the Workshop meeting;
seconded by Councilmember _____

Roll Call: Birdsall____ Keeler____ Kelly____ Leckstein ____ Rooney____ Schwartz____

Time: _____am

RESOLUTION No. -2019
Consideration of Bids Received for
Shrewsbury Riverfront Park Improvements Project – Phase I

Councilmember offered the following resolution and moved its adoption; seconded by
Councilmember :

WHEREAS, on June 18, 2019 the Borough Council of the Borough of Sea Bright authorized the receipt of bids for Phase I – Shrewsbury Riverfront Park Improvements Project; and

WHEREAS, the Borough Clerk did duly advertise on October 3, 2019 to receive bids on October 18, 2019 for the Ocean Avenue Streetscape Improvements Project; and

WHEREAS, in connection therewith five (5) bids were received by the Borough Clerk on from the following: 1) SeaCoast Construction Inc., East Brunswick, NJ for \$381,462.50 (Alternate No. 1: \$50,000.00); 2) V&K Construction, Inc., Edison, NJ for \$363,000.00 (Alternate No. 1: \$24,000.00); 3) Precise Construction Inc., Freehold, NJ for \$247,010.00 (Alternate No. 1: \$12,500.00); 4) Landtek Construction LLC d/b/a United Terrain Group, Morganville, NJ for \$361,150.00 (Alternate No. 1: \$17,000.00); 5) Daystar Landscape Construction LLC, Parsippany, NJ for 283,582.40 (Alternate No. 1: \$40,000.00); and

WHEREAS, it was determined that the lowest bidder exceeded the budget estimates for the project; and

WHEREAS, the Borough Council finds that it is necessary to reject all bids and that there should be a re-advertisement for bids for the Phase I- Shrewsbury Riverfront Park Improvements Project.

NOW THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Sea Bright in the County of Monmouth, State of New Jersey, that the five bid proposals received for the Phase I- Shrewsbury Riverfront Park Improvements Project be and are hereby rejected; and

BE IT FURTHER RESOLVED that the Borough Clerk be and is hereby authorized and directed to re-advertise for sealed bids for the Phase I- Shrewsbury Riverfront Park Improvements Project for receipt on a date to be determined; and

BE IT FURTHER RESOLVED that the Borough Clerk is hereby authorized to return all bid bonds and/or certified checks received from unsuccessful bidders; and

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to the following:

- 1. All Bidders
- 2. Frank Lawrence

Roll Call: Birdsall, Keeler, Kelly, Leckstein, Rooney, Schwartz

November 18, 2019

CERTIFICATION

I, Christine Pfeiffer, Borough Clerk do hereby certify that the foregoing is a resolution adopted by the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, at a Council Meeting held on November 18, 2019.

Christine Pfeiffer, Borough Clerk



Engineers
Planners
Surveyors
Landscape Architects
Environmental Scientists

RECEIVED

OCT 28 2019

Borough of Sea Bright

D6

Corporate Headquarters

331 Newman Springs Road, Suite 203

Red Bank, NJ 07701

T: 732.383.1950

F: 732.383.1984

www.maserconsulting.com

**CAFRA Individual Permit Application
Notice to Neighboring Landowners**

Date: October 23, 2019

Re: Application submitted by: Edgewater Beach, Inc. (MC Project No. 17001697A)

Regarding property at:

Edgewater Beach Club

Block 4, Lot 6 (1465 Ocean Avenue)

Borough of Sea Bright, Monmouth County, New Jersey

Dear Interested Party:

This letter is to provide you with legal notification that an application has been submitted to the New Jersey Department of Environmental Protection, Division of Land Use Regulation for a CAFRA Individual Permit for the development shown on the enclosed plan and that a 30-day public comment period will commence on November 6, 2019. The application has been assigned NJDEP File No. 1343-06-0007.1 LUP190001. Specifically, the applicant proposes the seasonal movement of sand for beach protection; beach maintenance; the construction of temporary seasonal structures including, but not limited to, a tiki bar, wooden walkways, fencing, storage building, and up to 33 cabanas with hookups; and the construction of an observation deck on the existing seawall.

The complete permit application package can be reviewed at either the municipal clerk's office in the municipality in which the site subject to the application is located, or by appointment at the Department's Trenton office, which has a telephone number of (609) 777-0454. The Department of Environmental Protection welcomes comments and any information that you may provide concerning the proposed development and site. Your written comments must be submitted to the Department by the end of the 30-day comment period. Comments should be sent to:

For regular mail:

New Jersey Department of Environmental Protection

Division of Land Use Regulation

P.O. Box 420, Code 501-02A

Trenton, New Jersey 08625

Attn: Sea Bright Borough Supervisor

D7

**RESOLUTION NO. -2019
AUTHORIZING 2020 BEACH FEE SCHEDULE**

Councilmember introduced and offered for adoption the following Resolution; seconded
by Councilmember :

WHEREAS, the Borough Council of the Borough of Sea Bright established by Ordinance of the Borough Code, Section 66-20.1. Fees. The fees and charges of the Municipal Beach Authority shall be established annually by resolution of the Governing Body, and

WHEREAS, the Borough Council have recommended the following beach fee schedule as follows:

2020 BEACH FEES (per person)	AMOUNT
SEASON BEACH BADGE (December 1-31, 2019)	\$ 50.00
SEASON BEACH BADGE (January 1, 2020 - March 31, 2020)	\$ 75.00
SEASON BEACH BADGE (after April 1, 2020)	\$ 100.00
SEASON SENIOR 65+ BADGE	\$ 35.00
SEASON DISABLED BADGE	\$ 35.00
DAILY BEACH BADGE (May 23, 2020 - September 7, 2020)	\$ 8.00
CHILDREN UNDER THE AGE OF 12	FREE
ACTIVE MILITARY & FAMILY MEMBERS/PERSONNEL	FREE
BEACH LOCKERS & CABANAS (December 1, 2019 until sold out)	
LARGE LOCKER	\$ 275.00
SMALL LOCKER	\$ 225.00

- NO REPLACEMENT OR REFUND OF BEACH BADGES
- NO REFUND ON BEACH LOCKERS OR CABANAS
- BEACH BADGE DONATION REQUESTS WILL NOT BE CONSIDERED AFTER MARCH 31, 2020

NOW, THEREFORE, BE IT RESOLVED that the 2020 Beach Fee Schedule is hereby authorized as indicated above.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to the following:

1. Finance Manager
2. Beach Manager

Roll Call: Birdsall, Keeler, Kelly, Leckstein, Rooney, Schwartz

November 18, 2019

CERTIFICATION

I, Christine Pfeiffer, Borough Clerk, do hereby certify that the foregoing is a Resolution adopted by the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, at a Council Meeting held on November 18, 2019.

Christine Pfeiffer, Borough Clerk

ORDINANCE NO. -2019

D8

AN ORDINANCE TO FIX THE COMPENSATION OF OFFICERS AND EMPLOYEES OF THE BOROUGH OF SEA BRIGHT FOR THE YEARS 2020 through 2022 IN ITS ENTIRETY.

BE IT ORDAINED, BY THE BOROUGH OF SEA BRIGHT IN THE COUNTY OF MONMOUTH AND THE STATE OF NEW JERSEY AS FOLLOWS:

Section 1. Unless otherwise noted the yearly compensation, salaries and wages of various officers and employees shall be paid semi-monthly. In lieu of all fees as follows:

	2020	2021	2022
<u>GROUP I – Part Time Employees</u>			

- Assessment Searches
- Administrative Assistant
- Board of Health Secretary
- Emergency Management Coordinator
- Assistant Code Enforcement
- Beach Manager
- Certified Public Works Manager
- Chief Financial Officer
- Code Enforcement
- Collection Operator
- Construction Officer
- Electrical Inspector

	2020	2021	2022
• Fire Department Administrator			
• Fire Official/Fire Marshall			
• Fiscal Officer			
• Fire Sub-code Official Inspector			
• Flood Plain Manager			
• Housing Inspector			
• Municipal Court Judge			
• Planning/Zoning Board Secretary			
• Plumbing Sub Code Official			
• Public Building Custodian			
• Recreation Director			
• Registrar of Vital Statistics			
• Deputy Registrar of Vital Statistics			
• Recycling Coordinator			
• Tax Assessor			
• Tax Search Officer			
• Water Safety Director			
• Zoning Officer			
	1,000 – 32,800	1,000 – 33,456	1,000 – 34,125

2020

2021

2022

GROUP II – Hourly Employees

8.38 – 52.28

8.38 – 53.33

8.38 – 54.40

- Administrative Assistant Secretary
- Construction Department Secretary Assistant
- Custodian
- Library Cultural Arts Assistant
- Library Cultural Arts Director
- Planner
- Recreation Assistant

GROUP III – Permanent Employees

2,000 – 67,650

2,000 – 69,003

2,000 – 70,383

- Administrative Assistant
- Construction Department Secretary and Technical Assistant
- Deputy Borough Clerk
- Deputy Court Administrator
- Finance Manager
- Payroll/Account Payable Clerk

2020

2021

2022

GROUP IV – Public Works Employees

5,000 – 84,000

5,000 – 85,680

5,000 – 87,394

- Beach Maintenance Supervisor

- Deputy Director

- Equipment Operator

- Public Works Maintenance

- Working Forman

GROUP V – Police

25,000 – 120,233

25,000 – 122,638

25,000 – 125,091

- Captain

- Lieutenant

- Sergeant

- Corporal

- Detective

- Patrolman

2020

2021

2022

GROUP VI - Police – Hourly

- Crossing Guard

9.00 – 10.46 hourly

9.00 – 10.67 hourly

9.00 – 10.88 hourly

- Special 1st Class

12.00 – 14.64 hourly

12.00 – 14.93 hourly

12.00 – 15.23 hourly

- Special 2nd Class

14.00 – 16.73 hourly

14.00 – 17.06 hourly

14.00 – 17.40 hourly

- Police Matron

9.00 - 14.64 hourly

9.00 - 14.93 hourly

9.00 - 15.23 hourly

2020

2021

2022

GROUP VII – Department Head

20,000 – 143,234

20,000 – 146,099

20,000 – 149,021

- Borough Administrator
- Borough Clerk
- Director of Public Works
- Municipal Court Administrator
- Police Chief
- Sewer Clerk
- Tax Collector

2020

2021

2022

GROUP VIII - Seasonal

- Assistant to the Beach Manager

12.00 – 17.43 hourly

12.00 – 17.78 hourly

12.00 – 18.14 hourly

- Beach Cleaner

8.38 – 15.68 hourly

8.38 – 16.00 hourly

8.38 – 16.32 hourly

- Beach Office Attendant

8.38 – 13.60 hourly

8.38 – 13.87 hourly

8.38 – 14.15 hourly

- Gate Attendant

8.38 – 13.60 hourly

8.38 – 13.87 hourly

8.38 – 14.15 hourly

- Lifeguards

Tier 1 - Rookie - year 2

10.00 - 11.51 hourly

10.00 – 11.74 hourly

10.00 – 11.97 hourly

Tier 2 - Beginning year 3 - 5th year

11.00 - 13.60 hourly

11.00 – 13.87 hourly

11.00 – 14.15 hourly

Tier 3 - Beginning year 5 and up

13.00 - 14.64 hourly

13.00 – 14.93 hourly

13.00 – 15.23 hourly

- Lifeguard Officer

Tier 4 - Supervisors

13.00 - 15.69 hourly

13.00 – 16.00 hourly

13.00 – 16.32 hourly

Tier 5 – Captains

15.00 – 20.50 hourly

15.00 - 20.91 hourly

15.00 - 21.33 hourly

	2020	2021	2022
GROUP IX - Other	1,000 – 32,800	1,000 – 33,456	1,000 – 34,125

- Mayor
- Borough Council

BE IT FURTHER ORDAINED that this Ordinance shall take effect upon passage and publication as required to Law.

INTRODUCED: November 18, 2019
PUBLIC HEARING: December 17, 2019
ADOPTION:

I hereby certify this to be a true and correct Ordinance of the Mayor and Borough Council of the Borough of Sea Bright, introduced on November 18, 2019 and will be further considered after a Public Hearing held on December 17, 2018 at the Municipal Building at 7:00 PM.

Witness
BOROUGH OF SEA BRIGHT,

CHRISTINE PREIFFER
Borough Clerk

DINA LONG
Mayor

Christine Pfeiffer

From: Richard J. Shaklee <rshaklee@wall-lawyers.com>
Sent: Tuesday, October 29, 2019 11:12 AM
To: Joseph Verruni
Cc: Christine Pfeiffer; Roger J. McLaughlin
Subject: Historical Society
Attachments: nonprofit historical society lease agreement.docx; Ord. No. _ Historical Society.docx

SUBJECT TO ATTORNEY CLIENT PRIVILEGE

Good Morning Joe,

Per discussion at a recent Council meeting, we prepared a draft lease for the Historical Society for the room in the old building. We also prepared an adopting ordinance as required by the Lands and Buildings Law.

It can go for up to a fifty-year term. We put in five years for now as a starting place. There are a number of blanks that have to be filled in.

The lease is modeled on a commercial form. There's overkill, I'm sure, but, I'd rather err on the side of giving too much, then missing something. Please let me know if you want me to cut anything, or any other comments.

Best Regards. Thanks.

Rich

--

Richard J. Shaklee, Esquire
McLaughlin Stauffer & Shaklee P.C.

4814 Outlook Drive, Suite 112 | Wall Township, New Jersey 07753
Tel: 732.751.2800, Ext. 53 | Fx: 732.751.2598 | Email: rshaklee@wall-lawyers.com | www.wall-lawyers.com

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BOROUGH OF SEA BRIGHT
ORDINANCE NO. -2019

**AN ORDINANCE OF THE BOROUGH OF SEA BRIGHT, IN THE COUNTY OF
MONMOUTH, STATE OF NEW JERSEY, AUTHORIZING THE LEASING OF A ROOM TO
THE SEA BRIGHT HISTORICAL SOCIETY**

WHEREAS, N.J.S.A. 40A:12-15(g) provides that a municipality may lease real property for a public purpose to a duly incorporated historical society that provides civic or historic programs or activities; and

WHEREAS, N.J.S.A. 40A:12-15(i) further provides that a municipality may lease real property to any nonprofit corporation or association for any activity for the promotion of the health, safety, morals and general welfare of the community; and

WHEREAS, in accordance with N.J.S.A. 40A:12-15, the leasehold shall not exceed 50 years but can be renewed and extended for an additional 25 years by ordinance; and

WHEREAS, The Sea Bright Historical Society (The Society) is a duly incorporated historical society organized for the purpose of providing civic or historic programs or activities and through such activities promote the health, safety, morals and general welfare of the community, which will provide benefits to all residents of the Borough; and

WHEREAS, The Borough has one room space in the _____, the former Borough Hall; and

WHEREAS, The Borough wishes to lease to The Society, and The Society wishes to lease from The Borough, the said room in accordance with a Lease Agreement negotiated between the parties.

NOW, THEREFORE, BE IT ORDAINED, by the Borough Council of the Borough of Sea Bright, in the County of Monmouth, and State of New Jersey, as follows:

SECTION ONE: The appropriate Borough officials of the Borough of Sea Bright be and are hereby authorized to execute the attached Lease agreement with the Sea Bright Historical

Society for a term of five (5) years commencing on _____, 2019 and terminating on _____, 2024, at a monthly rate of ONE (\$1.00) DOLLAR per month and other good and valuable consideration for the premises described in the Lease.

SECTION TWO: The Borough Administrator shall be responsible for the enforcement of the Lease. Pursuant to N.J.S.A. 40A:12-14(c), the Sea Bright Historical Society shall annually submit a report to the Borough Administrator setting out the use to which the leasehold was put during each year, the activities of the lessee undertaken in furtherance of the public purpose for which this leasehold is granted, the approximate cost, if any, of such activities in furtherance of these purposes, and an affirmation of the continued tax-exempt status of the Society pursuant to State and Federal law.

SECTION THREE: All Ordinances or parts thereof inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency.

SECTION FOUR: Should any section, paragraph, clause or other portion of this Ordinance be adjudged by a Court of competent jurisdiction to be invalid, such judgment shall not affect or impair the remainder of this Ordinance.

SECTION FIVE: This Ordinance shall take effect upon its passage and publication according to law.

I HEREBY CERTIFY this to be a true and correct Ordinance of the Mayor and Borough Council of the Borough of Sea Bright, introduced on _____, 2019 and will be further considered after a Public Hearing held on _____, 2019 at the Municipal Building at 7:00 pm.

INTRODUCED:
PUBLIC HEARING:
ADOPTED:

Witness

BOROUGH OF SEA BRIGHT,

CHRISTINE PFEIFFER, CLERK

DINA LONG, MAYOR

LEASE AGREEMENT

This Lease Agreement is made on _____, 2019

BETWEEN

Borough of Sea Bright,

whose address is

1167 Ocean Avenue, Sea Bright, NJ 07760

referred to as the "Landlord."

AND

Sea Bright Historical Society,

whose address is

P. O. Box 3347, Sea Bright, NJ 07760

referred to as the "Tenant."

1. **Premises.** The Landlord does hereby lease to the Tenant and the Tenant does hereby rent from the Landlord the following described premises:

2. **Term.** This lease is for a term of five (5) years commencing on _____, 2019 and ending _____, 2024.

3. **Use.** The Premises are to be used and occupied only and for no other purpose than **office and display by The Historical Society**. The Tenant will not, and will not allow others to occupy or use the Premises or any part thereof for any purposes other than as specified in this Paragraph 3, nor for any for any purpose deemed unlawful, disreputable, or extra hazardous on account of fire or other casualty.

4. **Rent.** The Tenant agrees to pay **\$1.00 per month**.
5. **Repairs and Care.** The Tenant will take good care of the Premises and will, at the Tenant's own cost and expense, make all repairs, including painting, decorating, and will maintain the Premises in good condition and state of repair, and at the end or other expiration of the term thereof, will deliver up the Premises in good order and condition, wear and tear from a reasonable use thereof, and damage by the elements not resulting from the neglect or fault of the Tenant, excepted. The Tenant will not encumber nor obstruct the entrances, hallways and stairs. Landlord is responsible for structural repairs of the Premises, including but not limited to, the sprinkler system, and replacement of the HVAC system if needed. Notwithstanding anything to the contrary in this lease, Landlord, at its expense, shall at all times be responsible for the maintenance and repair of the HVAC system.
6. **Alterations and Improvements.** No alterations, additions or improvements may be made, and no climate regulating air conditioning, cooling, heating or sprinkler systems, television or radio antennas, heavy equipment, apparatus and fixtures, may be installed in or attached to the Premises, without the written consent of the Landlord. Unless otherwise provided herein, all such alterations, etc., when made, installed in or attached to the Premises, will belong to and become the property of the Landlord and will be surrendered with the Premises and as part thereof upon the expiration or sooner termination of this Lease, without hinderance, molestation or injury.
7. **Signs.** The Tenant may not place nor allow to be placed any signs upon in or about the Premises, except as may be consented to by the Landlord in writing. The Landlord or the Landlord's agents, employees or representatives may remove any such signs in order to paint or make any repairs, alterations or improvements in or upon the Premises or any part thereof, but such signs will be replaced at the Landlord's expense when such repairs, alterations or improvements are completed. Any signs permitted by the Landlord will at all times conform to all municipal ordinances or other laws and regulations applicable thereto.
8. **Utilities.** The Tenant will pay when due all rents or charges for water or other utilities used by the Tenant, which are or may be assessed or imposed upon the Premises or charged to the Landlord by the suppliers thereof during the term hereof, and if not paid, such rents or charges will be added to and become payable as additional rent with the installment of rent next due or within 30 days of demand therefore, whichever occurs sooner.

9. **Compliance with Laws etc.** The Tenant will promptly comply with all laws, ordinances, rules, regulations, requirements and directives of all governmental or public authorities and of all their subdivisions, applicable to, and affecting the Tenant's use of the Premises, or the use and occupancy of the Premises, and will promptly comply with all orders, regulations, requirements and directives of the Board of Fire Underwriters, or similar authority and of any insurance companies which have issued or are about to issue policies of insurance covering the Premises and its contents, for the prevention of fire or other casualty, damage or injury, at the Tenant's own cost and expense.
10. **Assignment.** The Tenant will not, without the written consent of the Landlord, assign, mortgage, or hypothecate this Lease, nor sublet or sublease the Premises or any part thereof.
11. **Liability Insurance.** The Tenant at Tenant's own cost and expense, will obtain or provide and keep in full force for the benefit of the Landlord, during the term hereof, general public liability insurance, insuring the Landlord against any and all liability or claims of liability arising out of, occasioned by or resulting from any accident or otherwise in or about the Premises for injuries to any one person, for the limits of not less than \$500,000 for property damage, \$1,000,000 for injuries to one person and \$2,000,000 for injuries to more than one person, in any one accident or occurrence. The insurance policies will be with companies authorized to do business in this State and will be delivered to the Landlord, together with proof of payment, not less than 15 days prior to the commencement of the term hereof or the date when the Tenant enters into possession, whichever occurs sooner. At least 15 days prior to the expiration or termination date of any policy, the Tenant will deliver a renewal or replacement policy with proof of the payment of the premium therefore.
12. **Indemnification.** The Tenant will hold harmless and indemnify the Landlord from and for any and all payments, expenses, costs, reasonable attorney fees (including attorney fees incurred in enforcing the Tenant's obligations under this Paragraph 12) and from and for any and all claims and liability for losses or damage to property or injuries to persons occasioned wholly or in part by or resulting from any acts or omissions by the Tenant or the Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors, or for any cause or reason whatsoever arising out of or by reason of the occupancy of the Premises by the Tenant or business of the Tenant.

13. **Fire and Other Casualty.** If the fire or other casualty and damage are the result of the carelessness, negligence or improper conduct of the Tenant or the Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors, the Tenant's liability for the payment of rent and the performance of all covenants, conditions and terms hereof on the Tenant's part to be performed will continue and the Tenant will be liable to the Landlord for the damage and loss suffered by the Landlord. If the Tenant is insured against any of the risks herein covered, then the proceeds of such insurance will be paid over to the Landlord to the extent of the Landlord's costs and expenses to make the repairs hereunder, and such insurance carriers will have no recourse against the Landlord for reimbursement.
14. **Reimbursement of Landlord.** If the Tenant fails or refuses to comply with any of the terms and conditions of this Lease, the Landlord may carry out and perform such conditions at the cost and expense of the Tenant, which amounts will be payable on demand to the Landlord. This remedy will be in addition to such other remedies as the Landlord may have by reason of the breach by the Tenant of any of the terms and conditions of this Lease.
15. **Inspection and Repair.** The Landlord and the Landlord's agents, employees or other representatives, will have the right to enter into and upon the Premises or any part thereof, at all reasonable hours, on reasonable prior notice, for the purposes of examining the Premises or making such repairs or alterations therein as may be necessary for the safety and preservation thereof. This clause will not be deemed to be a covenant by the Landlord nor be construed to create an obligation on the part of the Landlord to make such inspection or repairs.
16. **Removal of Tenant's Property.** Any equipment, fixtures, goods or other property of the Tenant that are not removed by the Tenant upon termination of this Lease, or upon any quitting, vacating, or abandonment of the Premises by the Tenant, or upon the Tenant's eviction, will be considered as abandoned and the Landlord will have the right, without any notice to the Tenant, to sell or otherwise dispose of the same, at the expense of the Tenant, and will not be accountable to the Tenant for any part of the proceeds of such sale, if any.
17. **Events of Default; Remedies upon Tenants Default.** The following are "Events of Default" under this Lease: (a) a default by the Tenant in the payment of rent, or any additional rent when due or within 10 days thereafter; (b) a default by the Tenant

in the performance of any of the other covenants or conditions of this Lease, which the Tenant does not cure within 25 days after the Landlord gives the Tenant written notice of such default; (c) the death of the Tenant(if the Tenant is an individual); (d) the liquidation or dissolution of the Tenant (if the Tenant is an entity); (e) the filing by the Tenant of a bankruptcy, insolvency or receivership proceeding; (f) the filing of a bankruptcy; insolvency or receivership proceeding against the Tenant which is not dismissed within 90 days after the filing thereof; (g) the appointment of, or the consent by the Tenant to the appointment of, a custodian, receiver, trustee, or liquidator of all or a substantial part of the Tenant's assets; (h) the making by the Tenant of an assignment for the benefit of creditors or an agreement of composition; (i) if the Premises are or become abandoned, deserted, vacated or vacant; (j) the lawful eviction of the Tenant; or (k) if this Lease, the Premises or the Tenant's interest in the Premises passes to another by virtue of any court proceedings, writ of execution, levy, or judicial or foreclosure sale. If an Event of Default occurs, the Landlord, in addition to any other remedies contained in this Lease or as may be permitted by law, may either by force or otherwise, without being liable for prosecution therefore, or for damages, re-enter, possess and enjoy the Premises. The Landlord may then re-let the Premises and receive the rents therefore and apply the same, first to the payment of such expenses, reasonable attorney fees and costs, as the Landlord may have incurred in re-entering and repossessing the Premises and in making such repairs and alterations as may be necessary; and second to the payment of rents due hereunder. The Tenant will remain liable for such rents as may be in arrears and also the rents as may accrue subsequent to the re-entry by the Landlord, to the extent of the difference between the rents reserved hereunder and the rents, if any, received by the Landlord during the remainder of the unexpired term hereof, after deducting the aforementioned expenses, fees and costs; the same to be paid as such deficiencies arise and are ascertained each month.

18. **Termination on Default and Convenience.** If an Event of Default occurs, the Landlord may at any time thereafter, terminate this Lease and the term hereof, upon giving to the Tenant five (5) days' notice in writing of the Landlords' intention so to do. Upon the giving of such notice, this Lease and the term hereof will end on the date fixed in such notice as if such date was the date originally fixed in this Lease for the expiration hereof; and the Landlord will have the right to remove all persons, goods, fixtures and chattels from the Premises, by force or otherwise, without liability for damage. In any case, the Landlord has the right to terminate this lease on one hundred twenty (120) days notice regardless of default.

19. **Non-Liability of Landlord.** The Landlord will not be liable for any damage or injury which may be sustained by the Tenant or any other person, as a consequence of the failure, breakage, leakage or obstruction of the water, plumbing, steam, sewer, waste, or soil pipes, roof, drains, leaders, gutters, valleys, downspouts, or the like or of the electrical, gas, power, conveyor, refrigeration, sprinkler, air-conditioning or heating systems, elevators, or hoisting equipment; or by reason of the elements; or resulting from the carelessness, negligence, or improper conduct on the part of any other tenant or of the Landlord or the Landlord's or the Tenant's or any other tenant's agents, employees, guests, licensees, invitees, subtenants, assignees, or successors; or attributable to any interference with, interruption of, or failure beyond the control of the Landlord, of any services to be furnished or supplied by the Landlord.
20. **Non-Waiver by Landlord.** The various rights, remedies, options and elections of the Landlord under this Lease are cumulative. The failure of the Landlord to enforce strict performance by the Tenant of the conditions and covenants of this Lease or to exercise any election or option, or to resort or have recourse to any remedy conferred in this Lease or the acceptance by the Landlord of any installment of rent after any breach by the Tenant, in any one or more instances, will not be construed or deemed to be a waiver or a relinquishment for the future by the Landlord of any such conditions and covenants, options, elections or remedies, but the same will continue in full force and effect.
21. **Non-Performance by Landlord.** This Lease and the obligation of the Tenant to pay the rent hereunder and to comply with the covenants and conditions hereof, will not be affected, curtailed, impaired, or excused because of the Landlord's inability to supply any service or material called for in this Lease, by reason of any rule, order, regulation or preemption by any governmental entity, authority, department, agency, or subdivision or for any delay which may arise by reason of negotiations for the adjustment of any fire or other casualty loss or because of strikes or other labor trouble or for any cause beyond the control of the Landlord.
22. **Validity of Lease.** The terms and conditions, covenants and provisions of this Lease will be deemed to be severable. If any clause or provision contained in this Lease is adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it will not affect the validity of any other clause or provision in this Lease, but such other clauses or provisions will remain in full force and effect.

23. **Title and Quiet Enjoyment.** The Landlord covenants and represents that the Landlord is the owner of the Premises and has the right and authority to enter into, execute and deliver this Lease; and does further covenant that the Tenant on paying the rent and performing the conditions and covenants contained in this Lease, will and may peaceably and quietly have, hold and enjoy the Premises for the term of this Lease.
24. **Entire Contract.** This Lease contains the entire contract between the parties. No representative, agent or employee of the Landlord has been authorized to make any representation or promises with reference to the leasing of the Premises, or to vary, alter or modify the terms hereof. No additions, changes, or modifications, renewals or extensions hereof, will be binding unless reduced to writing and signed by the Landlord and the Tenant.
25. **Liens.** If any construction or other liens are created or filed against the Premises by reason of labor performed or materials furnished for the Tenant in the erection, construction, completion, alteration, repair or addition to any building or improvement, the Tenant will, upon demand, at the Tenant's own cost and expense, cause such lien or liens to be satisfied and discharged of record together with any lien claims that may have been filed. Failure to do so will entitle the Landlord to resort to such remedies as are provided in this Lease for any default of this Lease, in addition to such are permitted by law.
26. **Waiver of Subrogation Rights.** The Tenant waives all rights of recovery against the Landlord or the Landlord's agents or employees or other representatives for any loss, damages or injury of any nature whatsoever to property or persons for which the Tenant is insured. The Tenant will obtain from the Tenant's insurance carriers and will deliver to the Landlord, waivers of the subrogation rights under the respective policies.
27. **Estoppel Certificates.** The Tenant will any time and from time to time upon not less than 15 days prior notice by the Landlord, execute, acknowledge and deliver to the Landlord or any other party specified by the Landlord, a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect as modified stating the modifications) and the dates to which the rent, additional rent and other charges have been paid, and stating whether or not, to the knowledge of the signer of such certificate, the Tenant or the Landlord is in default in performance of any covenant, agreement or condition contained in this Lease, and, if so, specifying each such default of which the signer may have knowledge, as well as certifying to such other

matters as the Landlord or the intended recipient of such certificate may reasonably request.

28. **Conformation with Laws and Regulations.** The Landlord may pursue the relief or remedy sought in any invalid clause, by conforming such clause with the provisions of the statutes or the regulations of any governmental agency as if the particular provisions of the applicable statutes or regulations were set forth at length in this Lease.

29. **Number and Gender.** In all references in this Lease to any parties, persons or entities, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of this Lease may require. All of the terms, covenants and conditions contained in this Lease will be for and will inure to the benefit of and will bind the respective parties hereto, and to their heirs, executors, administrators, personal or legal representatives, successors and assigns.

In Witness Whereof, the parties have signed this Lease, caused these presents to be signed by their proper officers or other representatives, the day and year first above written.

ATTEST:

Christine Pfeiffer
Borough Clerk

Dina Long
Mayor

ATTEST:

_____, Secretary
Sea Bright Historical Society

_____, President

**BOROUGH OF SEA BRIGHT
2020 MEETING SCHEDULE**

D11

WORKSHOP/CLOSED SESSION MEETINGS 8:30 A.M.

All Workshop/Closed Session Meetings are held in the Beach Pavilion, 1097 Ocean Avenue, 3rd Floor, Sea Bright, NJ on the dates listed below. Official action ***MAY BE TAKEN*** at these meetings. (Meetings will be held on Thursdays unless otherwise noted)

REGULAR/CLOSED SESSION MEETINGS 7:00 P.M.

All Regular/Closed Session Meetings are held in the Beach Pavilion, 1097 Ocean Avenue, 3rd Floor, Sea Bright, NJ on the dates listed below. Official action ***SHALL BE TAKEN*** at said meetings. (Meetings will be held on Tuesdays unless otherwise noted)

2020 MEETING SCHEDULE

REGULAR/CLOSED SESSION – 7:00pm	WORKSHOP/CLOSED SESSION – 8:30am
January 4, 2020 (Re-Org: Saturday @ 10:30 am)	January 16, 2020
January 21, 2020	
February 4, 2020	February 13, 2020
February 18, 2020	
March 3, 2020	March 12, 2020
March 17, 2020	
April 7, 2020	April 16, 2020
April 21, 2020	
May 5, 2020	May 14, 2020
May 19, 2020	
June 16, 2020	June 11, 2020
July 14, 2020	July 9, 2020
August 18, 2020	August 13, 2020
September 1, 2020	September 10, 2020
September 15, 2020	
October 6, 2020	October 15, 2020
October 20, 2020	
November 16, 2020 (Monday)	November 12, 2020
December 15, 2020	December 10, 2020
January 2, 2021 (Re-Org: Saturday @ 10:30 am)	

1st + 3rd Tues 2nd Thurs

Calendar for Year 2020 (United States)

January						
Su	Mo	Tu	We	Th	Fr	Sa
			X	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
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February						
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March						
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April						
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1:● 7:○ 14:● 22:● 30:●						

May						
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24	X	26	27	28	29	30
31						
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June						
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July						
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August						
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30	31					
3:○ 11:● 18:● 25:●						

September						
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27	28	29	30			
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October						
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November						
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22	23	24	25	X	X	28
29	30					
8:● 15:● 21:● 30:○						

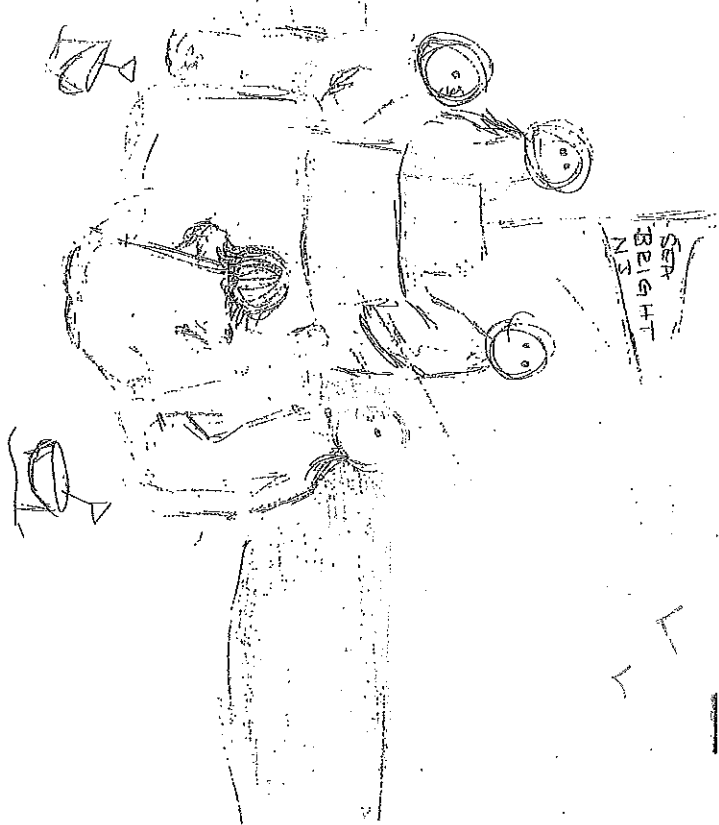
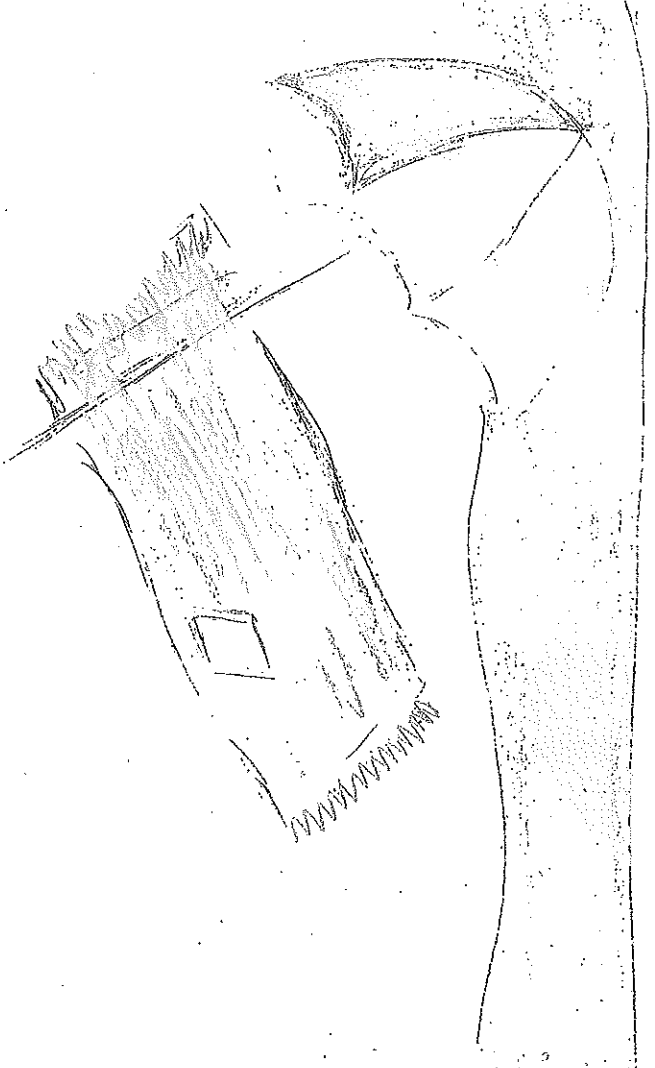
December						
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27	X	29	30	31		
7:● 14:● 21:○ 29:○						

Holidays and Observances:

Jan 1 New Year's Day
 Jan 20 Martin Luther King Jr. Day
 Feb 14 Valentine's Day
 Feb 17 Presidents' Day (Most regions)
 Mar 17 St. Patrick's Day
 Apr 12 Easter Sunday
 Apr 13 Easter Monday
 Apr 15 Tax Day

May 5 Cinco de Mayo
 May 10 Mother's Day
 May 25 Memorial Day
 Jun 21 Father's Day
 Jul 3 'Independence Day' observed
 Jul 4 Independence Day
 Sep 7 Labor Day
 Oct 12 Columbus Day (Most regions)

Oct 31 Halloween
 Nov 3 Election Day
 Nov 11 Veterans Day
 Nov 26 Thanksgiving Day
 Nov 27 Black Friday
 Dec 24 Christmas Eve
 Dec 25 Christmas Day
 Dec 31 New Year's Eve



- Kids of different nationalities
building a sand castle.
- Books on a beach towel.
\$1,500.00

D13

R1

RESOLUTION No. -2019
Place-to-Place/Extension of Premises Transfer
Liquor License #1343-33-012-008
Woody's Ocean Grille, LLC

Councilmember _____ introduced and offered the following resolution for its adoption; seconded by Councilmember _____ :

WHEREAS, an application has been filed for a Place-to-Place Transfer (Expansion of Premises) of Plenary Retail Consumption License Number 1343-33-012-008, issued to Woody's Ocean Grille, LLC, 1 East Church Street, for purposes of expanding the premises under license wherein the sale, service, and storage of alcoholic beverages are authorized; and

WHEREAS, the submitted application form is complete in all respects, all appropriate State and Borough transfer fees have been paid, and the license has been properly renewed for the current license term;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey does hereby approve, effective February 16, 2016, the expansion of the aforesaid Plenary Retail Consumption licensed premises located at 1 East Church Street, Sea Bright, New Jersey, to place under license the area delineated in the application form and the sketch of the licensed premises attached thereto.

BE IT RESOLVED that a certified copy of this resolution shall be forwarded to the following:

1. Chief of Police
2. State of New Jersey, Division of ABC
3. Shrewsbury River Inc.

Roll Call: Birdsall, Keeler, Kelly, Leckstein, Rooney, Schwartz

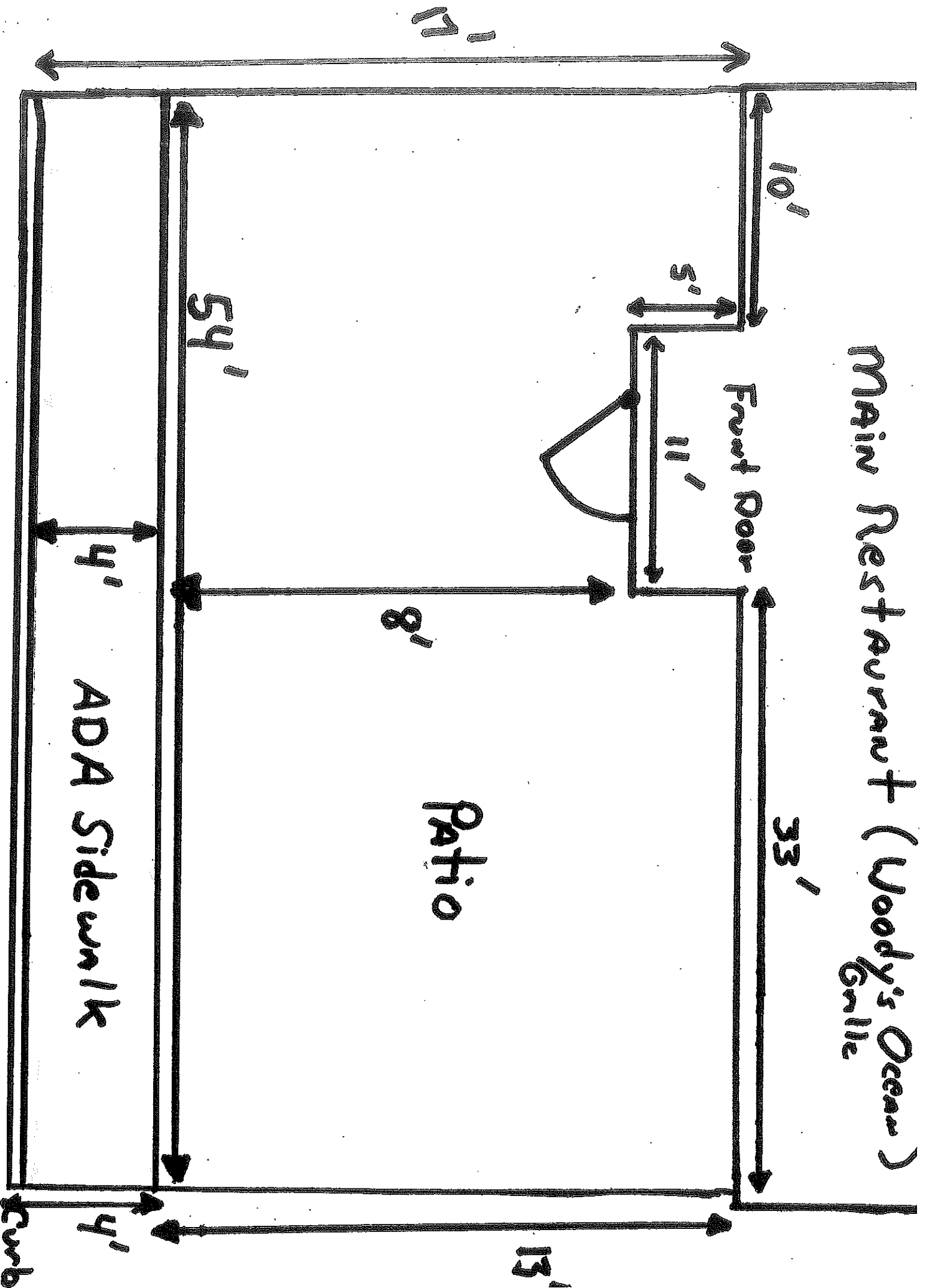
November 18, 2019

CERTIFICATION

I, Christine Pfeiffer, Borough Clerk do hereby certify that the foregoing is a resolution adopted by the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, at a Council Meeting held on November 18, 2019.

Christine Pfeiffer, Borough Clerk

Main Restaurant (Woody's Ocean)



RESOLUTION NO. _____ -2019
AUTHORIZING THE HIRING OF "DEPUTY DIRECTOR"
DEPARTMENT OF PUBLIC WORKS

R2

Councilmember _____ offered the following Resolution and moved its adoption; seconded by Councilmember _____ :

WHEREAS, the Borough Council of the Borough of Sea Bright approved Resolution No. 163-2019 on October 15, 2019 which established a new position of Deputy Director in the Department of Public Works; and

WHEREAS, there exists a need for a full-time Deputy Director in the Department of Public Works in the Borough of Sea Bright; and

WHEREAS, Shawn Thomas has been an employee of the Borough in the position of Working Foreman since April, 2017; and

WHEREAS, in addition to performing the duties of "Working Foreman," Mr. Thomas attended classes and earned certifications/licenses as follows:

- Certified Public Works Manager
- Recycling Coordinator
- Clean Communities Coordinator

WHEREAS, it is in the best interest of the Borough to hire Shawn Thomas to fill the Deputy Director position in the Department of Public Works and to be paid \$81,500.00 (not eligible for over-time except for emergencies) annually for the services to be performed; and

CERTIFICATION OF FUNDS

I, Michael J. Bascom, Chief Financial Officer of the Borough of Sea Bright, do hereby certify that funds are available in Public Works S/W for the purpose stated herein:

Michael J. Bascom

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, that Shawn Thomas is hereby appointed Deputy Director in the Department of Public Works effective nunc pro tunc October 15, 2019 with an annual salary of \$81,500.00; and

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the following:

1. Public Works Director
2. Shawn Thomas
3. Finance Manager

Roll Call: Birdsall, Keeler, Kelly, Leckstein, Rooney, Schwartz

November 18, 2019

CERTIFICATION

I, Christine Pfeiffer, Borough Clerk do hereby certify that the foregoing is a Resolution adopted by the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, at a Council meeting held on November 18, 2019.

Christine Pfeiffer, Borough Clerk

R3

RESOLUTION NO. -2019
HIRING VOLUNTEER FIREFIGHTERS
BOROUGH OF SEA BRIGHT FIRE DEPARTMENT

Councilmember offered the following resolution for approval; seconded by Councilmember

WHEREAS, Chapter 20, Section 20.4 of the General Code, Fire Department membership requires any person desiring membership in a volunteer fire department, shall complete an application; may be required to have a pre-appointment physical by a physician; and the Borough Council shall order a criminal background check to be conducted by the Chief of Police; and

WHEREAS, the Fire Department received applications and recommends hiring the following new members to serve as volunteer firefighters on the Sea Bright Fire/Rescue Department, as follows:

Full Membership

James Corrao
Andrew Hagenberg
Benjamin Perrin
John Spierto

NOW, THEREFORE, BE IT RESOLVED that the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, do hereby accept and approve the hiring of the above named individuals to serve as a 2019 full time members on the Sea Bright Fire Department; and

BE IT FURTHER RESOLVED that the Borough Clerk is hereby authorized to send a copy of this resolution, certified to be a true copy, be forwarded to the following:

1. Borough of Sea Bright Fire Chief
2. Individual Members

Roll Call: Birdsall, Keeler, Kelly, Leckstein, Rooney, Schwartz

November 18, 2019

CERTIFICATION

I, Christine Pfeiffer, Borough Clerk do hereby certify that the foregoing is a Resolution adopted by the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, at a Council Meeting held on November 18, 2019.

Christine Pfeiffer, Borough Clerk

RESOLUTION NO. -2019
2020 SOFTWARE SUPPORT AND LICENSE AGREEMENT
WITH EDMUNDS & ASSOCIATES, INC.

R4

Councilmember offered the following resolution and moved its adoption; seconded by
Councilmember

WHEREAS, the Borough of Sea Bright wishes to maintain a software support and license agreement for the Sea Bright Administrative Offices from Edmunds & Associates, Inc. for CY2020 as follows:

2020 SOFTWARE MAINTENANCE FEES:

Tax Collections	\$2,275.00
Financial Accounting	\$3,410.00
Utility Billing	\$2,390.00
MCSJ WIPP Tax Annual Fee	\$1,240.00
MCSJ WIPP Utility Annual Fee	\$1,240.00
SS Escrow Accounting	\$ 975.00
WIPP Misc. Annual Fee	\$ 310.00
Maintenance Adjustment	<u>-\$77.50</u>
TOTAL:	\$11,762.50

WHEREAS, the purchase of goods and services by local contracting units is authorized by Local Public Contracts Laws, N.J.S.40A:11-12; and

WHEREAS, the actual cost for the support agreements listed herein shall be \$11,762.50 for calendar year 2020.

CERTIFICATION OF FUNDS

I, Michael J. Bascom, Chief Financial Officer of the Borough of Sea Bright do hereby certify that funds will be available in the 2020 Temporary Budget and funds for the balance of 2020 will be provided in the Budget for the year 2020, when finally adopted, in the appropriations entitled Tax Collector 7-01-20-145-220, Finance 7-01-20-130-220, Sewer 7-07-55-502-220, WIPP Tax 7-01-20-145-220, WIPP Sewer 7-07-55-502-220, and Developers Escrow 7-01-20-130-220 for the purpose stated in this resolution.

MICHAEL J. BASCOM, CFO

NOW, THEREFORE, BE IT RESOLVED that the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, hereby authorize the Borough Clerk to execute the support agreements for computer software and maintenance as described herein for the calendar year 2020.

BE IT FURTHER RESOLVED, that a copy of this Resolution be forwarded to the following:

1. Edmunds & Associates, Inc.
2. Chief Financial Officer
3. Tax Collector
4. Finance Manager

Roll Call: Birdsall, Keeler, Kelly, Leckstein, Rooney, Schwartz

November 18, 2019

CERTIFICATION

I, Christine Pfeiffer, do hereby certify that the foregoing is a resolution adopted by the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, at a Council Meeting held on November 18, 2019.

Christine Pfeiffer, Borough Clerk

R5

RESOLUTION NO. -2019
AUTHORIZING THE CHIEF FINANCIAL OFFICER
TO CANCEL GRANT FUND APPROPRIATION RESERVE
AND RECEIVABLE BALANCES

Councilmember _____ offered the following Resolution and moved its adoption; seconded by Councilmember _____

WHEREAS, the Chief Financial Officer has informed the Mayor and Council of the need to cancel certain unexpended grant fund reserve and receivable balances prior to year end; and

WHEREAS, the following grants are complete and the appropriation and receivable balances are no longer needed to be maintained on the books and records of the Borough of Sea Bright; and

WHEREAS, the Chief Financial Officer recommends that the following adjustments to the books and records of the Borough of Sea Bright be made.

Grant Fund - Receivables

CDBG - Disaster Recovery: Zoning Code Enforcement	\$ 46,007.24
Post Sandy Planning	44,509.56
Sandy - National Emergency Grant	51,094.55
Grant Fund Receivables Canceled	<u>\$ 141,611.35</u>

Grant Fund - Appropriated Reserves

CDBG - Disaster Recovery: Zoning Code Enforcement	\$ 14,391.32
Post Sandy Planning	44,253.58
Sandy - National Emergency Grant	45,306.17
Smart Growth Grant	18,221.71
Grant Fund Appropriated Reserves Canceled	<u>\$ 122,172.78</u>

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, that the adjustments, indicated above, being permanent part hereto, and hereby made.

Roll Call: Birdsall, Keeler, Kelly, Leckstein, Rooney, Schwartz

, 2019

CERTIFICATION

I, Christine Pfeiffer, Borough Clerk do hereby certify that the foregoing is a Resolution adopted by the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, at a Council meeting held on _____, 2019.

Christine Pfeiffer, Borough Clerk

RG

RESOLUTION NO. -2019
AUTHORIZING THE PURCHASE OF A DPW VEHICLE
2018 FORD F250 EXTENDED CAB 4X4 PICKUP TRUCK

Councilmember introduced and offered for adoption the following Resolution; seconded by Councilmember

WHEREAS, the Borough of Sea Bright has the need to purchase a pickup truck for the Department of Public Works; and

WHEREAS, the Borough of Sea Bright wishes to purchase, under State Contract No. A88726, T2100, a 2018 Ford F250 Extended Cab 4x4 Pickup Truck from Cherry Hill Winner Ford, 250 Berlin Road, Cherry Hill, NJ 08034 for a total amount of \$38,122.00; and

WHEREAS, in accordance with the requirements of the Local Public Contract Law N.J.S.A. 40:11-12 et seq., and the regulations promulgated thereunder, the purchase of goods and services by local contracting units without competitive bids is authorized from vendor(s) with state contracts.

CERTIFICATION OF FUNDS

I, Michael J. Bascom, Chief Financial Officer of the Borough of Sea Bright, certify that funds in the amount of \$38,122.00 are available in Bond Ordinance No. 11-2019 for the purpose stated above.

MICHAEL J. BASCOM, CFO

NOW, THEREFORE, BE IT RESOLVED that the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, hereby authorizes the purchase one 2018 Ford F250 Extended Cab 4x4 Pickup Truck under State Contract No. A88728, T2100 for the total amount of \$38,122.00 from Cherry Hill Winner Ford, Cherry Hill, NJ; and

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to the following:

1. DPW Director
2. Finance Manager
3. Cherry Hill Winner Ford

Roll Call: Birdsall, Keeler, Kelly, Leckstein, Rooney, Schwartz

November 18, 2019

I, Christine Pfeiffer, Borough Clerk, do hereby certify that the foregoing is a Resolution adopted by the Borough of Sea Bright, County of Monmouth, State of New Jersey at a Council Meeting held November 18, 2019.

Christine Pfeiffer, Borough Clerk

**RESOLUTION NO. -2019
AUTHORIZING THE PURCHASE OF A BEACH VEHICLE
2019 FORD F150 CREW CAB PICKUP TRUCK**

Councilmember introduced and offered for adoption the following Resolution; seconded by Councilmember

WHEREAS, the Borough of Sea Bright has the need to purchase a pickup truck for the Beach Department; and

WHEREAS, the Borough of Sea Bright wishes to purchase, under State Contract No. 88728, a 2019 Ford F150 Crew Cab Pickup Truck from Cherry Hill Winner Ford, 250 Berlin Road, Cherry Hill, NJ 08034 for a total amount of \$35,289.00; and

WHEREAS, in accordance with the requirements of the Local Public Contract Law N.J.S.A. 40:11-12 et seq., and the regulations promulgated thereunder, the purchase of goods and services by local contracting units without competitive bids is authorized from vendor(s) with state contracts.

CERTIFICATION OF FUNDS

I, Michael J. Bascom, Chief Financial Officer of the Borough of Sea Bright, certify that funds in the amount of \$35,289.00 are available in Bond Ordinance No. 13-2019 for the purpose stated above.

MICHAEL J. BASCOM, CFO

NOW, THEREFORE, BE IT RESOLVED that the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, hereby authorizes the purchase one 2019 Ford F150 Crew Cab Pickup Truck under State Contract No. 88728, for the total amount of \$35,289.00 from Cherry Hill Winner Ford, Cherry Hill, NJ; and

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to the following:

- 1. Beach Manager
- 2. Finance Manager
- 3. Cherry Hill Winner Ford

Roll Call: Birdsall, Keeler, Kelly, Leckstein, Rooney, Schwartz

November 18, 2019

I, Christine Pfeiffer, Borough Clerk, do hereby certify that the foregoing is a Resolution adopted by the Borough of Sea Bright, County of Monmouth, State of New Jersey at a Council Meeting held November 18, 2019.

Christine Pfeiffer, Borough Clerk

R6
1

RESOLUTION NO. -2019
AUTHORIZING THE PURCHASE OF POLICE DEPARTMENT VEHICLE
2020 FORD INTERCEPTOR

Councilmember introduced and offered for adoption the following Resolution; seconded by Councilmember

WHEREAS, the Borough of Sea Bright has the need to purchase a new vehicle for the Police Department; and

WHEREAS, the Borough of Sea Bright wishes to purchase, under State Contract No. 88728, a 2020 Ford Interceptor Utility Vehicle from Winner Ford of Cherry Hill, 250 Berlin Road, Cherry Hill, NJ 08034 for an amount of \$33,249.00; and

WHEREAS, in accordance with the requirements of the Local Public Contract Law N.J.S.A. 40:11-12 et seq., and the regulations promulgated thereunder, the purchase of goods and services by local contracting units without competitive bids is authorized from vendor(s) with state contracts.

CERTIFICATION OF FUNDS

I, Michael J. Bascom, Chief Financial Officer of the Borough of Sea Bright, hereby certify that funds in the amount of \$33,249.00 will be available in the appropriations as follows: \$12,490.75 in 8-01-25-240-251 and \$20,758.25.00 in 9-01-25240-251 for the purpose stated above.

MICHAEL J. BASCOM, CFO

NOW, THEREFORE, BE IT RESOLVED that the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, hereby authorizes the purchase of a 2020 Ford Interceptor Utility Vehicle under State Contract No. 88728 from Winner Ford of Cherry Hill, 250 Berlin Road, Cherry Hill, NJ for a total amount of \$33,249.00; and

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to the following:

1. Police Chief
2. Finance Manager
3. Winner Ford of Cherry Hill

Vote: Birdsall, Keeler, Kelly, Leckstein, Rooney, Schwartz

November 18, 2019

I, Christine Pfeiffer, Borough Clerk, do hereby certify that the foregoing is a Resolution adopted by the Borough of Sea Bright, County of Monmouth, State of New Jersey at a Council Meeting held November 18, 2019.

Christine Pfeiffer, Borough Clerk