

**AGENDA  
REGULAR MEETING  
BOROUGH OF SEA BRIGHT**

**NOVEMBER 15, 2021**

**SEA BRIGHT, NEW JERSEY**

**TO ATTEND THIS MEETING REMOTELY PLEASE USE THE FOLLOWING LINK:**

<https://global.gotomeeting.com/join/248969701>

United States: +1 (646) 749-3335

Access Code: 248-969-701

**CALL MEETING TO ORDER: 7:00pm**

**PLEDGE OF ALLEGIANCE**

**COMPLIANCE STATEMENT (N.J.S.A. 10:4-18)**

**Good Evening Ladies and Gentlemen. This Meeting Is Now Called To Order: In Line with The Borough of Sea Bright's Longstanding Policy of Open Government, and in Compliance with the "Open Public Meetings Act" I Wish to Advise You That Adequate Notice of This Regularly Scheduled Meeting Was Sent to the Asbury Park Press and other local newspapers on January 4, 2021. In each instance, the Date, Time, And Location of This Meeting Were Provided in The Notice. This Meeting Is Open To The Public."**

**ROLL CALL:**

**Councilmember(s)**      BIRDSALL\_\_\_\_ BOOKER\_\_\_\_ CATALANO \_\_\_\_  
                                    KEELER\_\_\_\_ LAMIA\_\_\_\_ LECKSTEIN\_\_\_\_  
**Mayor**                      KELLY \_\_\_\_

**REMARKS FROM THE AUDIENCE (limited to 3 minutes)**

The Public Comment portion of this meeting allows members of the audience to bring their concerns or comments to the Mayor and Council's attention. Pursuant to Borough Ordinance 3-2011, a member of the public who wishes to speak shall give his/her name and address for the record and may have up to three minutes to state his/her comments to the Mayor and Council as a Body. If additional time or information is requested, an appointment can be made with the Administrator's office during regular business hours.

**CONSENT AGENDA**

Councilmember \_\_\_\_\_ offered a motion to approve the items that are considered routine in nature under the consent agenda; seconded by Councilmember \_\_\_\_\_

**Minutes**

10-13-2021    Workshop Meeting  
10-13-2021    Executive Session  
10-19-2021    Regular Meeting

**Resolutions:**

**No. 176-2021      2021 Budget Authorizing the Transfer of Funds in Accordance with N.J.S.A. 40A:5-58**

**No. 177-2021      Authorize the Release of Maintenance Bond for MacKal Ventures, LLC  
14 East New Street - Block 20, Lot 5**

**No. 178-2021      Amending Personnel Policies and Procedures Borough of Sea Bright**

- No. 179-2021**      **Authorizing Hiring of Police Officer Designation of Special Law Enforcement Officer - Class II**
- No. 180-2021**      **Borough of Sea Bright PBA Memorandum of Agreement January 1, 2022 - December 31, 2025**
- No. 181-2021**      **Monmouth County SPCA 2022 Contract**
- No. 182-2021**      **Borough of Sea Bright Approving Hiring Joseph Tomaino as an Expert Consulting Architect**
- No.    -2021**      **Authorizing Relocation of JCPL Pole on New Street (copy will be forthcoming)**

**Roll Call:**    Birdsall\_\_\_ Booker\_\_\_ Catalano\_\_\_ Keeler\_\_\_ Lamia\_\_\_ Leckstein \_\_\_

**ORDINANCE(s):**

**Introduction:** Mayor Kelly to read the ordinance by title:

**ORDINANCE NO. 15-2021**  
**BOROUGH OF SEA BRIGHT**  
**COUNTY OF MONMOUTH, STATE OF NEW JERSEY**  
**AN ORDINANCE CREATING CHAPTER 141 OF THE BOROUGH CODE**  
**TO BE ENTITLED "BOARDING AND ROOMING HOUSES"**

Councilmember \_\_\_\_\_ offered a motion to introduce Ordinance No. 15-2021 for a public hearing to be held on December 21, 2021 and advertise according to law; seconded by Councilmember \_\_\_\_\_

**Roll Call:**    Birdsall\_\_\_ Booker\_\_\_ Catalano\_\_\_ Keeler\_\_\_ Lamia\_\_\_ Leckstein \_\_\_

**INDIVIDUAL ACTION/New Business:**

**Vouchers:    \$412,601.53**

Councilmember \_\_\_\_\_ offered a motion to approve the Voucher List dated November 15, 2021 as submitted by the Finance Manager; seconded by Councilmember \_\_\_\_\_

**Roll Call:**    Birdsall\_\_\_ Booker\_\_\_ Catalano\_\_\_ Keeler\_\_\_ Lamia\_\_\_ Leckstein \_\_\_

**MAYOR AND COUNCIL COMMITTEE COMMENTS**

**EXECUTIVE SESSION**

Councilmember  
seconded by Councilmember

offered a motion to enter in to Closed Session;

**Resolution to discuss: TBD**

**Roll Call:** Birdsell\_\_\_ Booker\_\_\_ Catalano\_\_\_ Keeler\_\_\_ Lamia\_\_\_ Leckstein \_\_\_

**ADJOURNMENT**

Councilmember  
by Councilmember

offered a motion to adjourn the meeting; seconded

**Roll Call:** Birdsell\_\_\_ Booker\_\_\_ Catalano\_\_\_ Keeler\_\_\_ Lamia\_\_\_ Leckstein \_\_\_

**RESOLUTION NO. 176-2021**  
**2021 Budget**  
**Authorizing the Transfer of Funds in**  
**accordance with N.J.S.A. 40A:5-58**

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

**WHEREAS**, there exists a need to transfer budget balances in certain line item appropriations of the 2021 budget; and

**WHEREAS**, N.J.S.A. 40A:5-58 authorizes the transfer of appropriations, during the last two (2) months of the calendar year, to said budget where adopted heretofore by the governing body by two-thirds vote thereof.

**NOW, THEREFORE BE IT RESOLVED** by the Borough Council of the Borough of Sea Bright, County of Monmouth, (not less than 2/3 of all members of the Governing Body concurring) that the Borough Administrator and Chief Financial Officer are hereby authorized to make the following transfers in accordance with the annexed schedule for the Current and Beach Utility Funds:

**Schedule of Budget Transfers – November 15, 2021**

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

1. Director of Finance
2. Township Auditor
3. Fiscal Officer

**Roll Call:** Birdsall, Booker, Catalano, Keeler, Lamia, Leckstein

November 15, 2021

**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 15, 2021.

\_\_\_\_\_  
Christine Pfeiffer, Borough Clerk

**BOROUGH OF SEA BRIGHT  
SCHEDULE OF BUDGET TRANSFERS  
NOVEMBER 15, 2021**

<u>CURRENT FUND</u>		<u>TO</u>	<u>FROM</u>
GENERAL ADMIN	SW		\$ 4,000.00
GENERAL ADMIN	OE		\$ 15,000.00
CLERK	S&W	\$ 2,600.00	
CLERK	OE		\$ 8,000.00
FINANCE	S&W	\$ 2,200.00	
FINANCE	OE		\$ 16,000.00
AUDIT	OE		\$ 6,000.00
COMPUTER INFORMATION	OE	\$ 8,000.00	
TAX COLLECTOR	S&W	\$ 1,100.00	
TAX COLLECTOR	OE		\$ 1,000.00
ENGINEERING	OE	\$ 5,000.00	
PLANNING BOARD	S&W		\$ 12,500.00
UNIFORM CONSTRUCTION CODE	S&W	\$ 7,500.00	
UNIFORM CONSTRUCTION CODE	OE		\$ 1,000.00
EMPLOYEE HEALTH INSURANCE	OE	\$ 25,300.00	
FIRE HYDRANTS	OE	\$ 1,000.00	
STREETS & ROADS	S&W	\$ 5,000.00	
STREETS & ROADS	OE	\$ 5,500.00	
BUILDINGS AND GROUNDS	OE		\$ 5,000.00
PUBLIC HEALTH SERVICES	OE	\$ 300.00	
GASOLINE	OE	\$ 5,000.00	
		<b>\$ 68,500.00</b>	<b>\$ 68,500.00</b>

<u>BEACH UTILITY</u>		<u>TO</u>	<u>FROM</u>
BEACH	S&W		\$ 11,000.00
BEACH	OE	\$ 11,000.00	
		<b>\$ 11,000.00</b>	<b>\$ 11,000.00</b>

**RESOLUTION No. 177-2021**  
**Authorize the Release of Maintenance Bond for**  
**MacKal Ventures, LLC**  
**14 East New Street - Block 20, Lot 5**

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

**WHEREAS**, the Municipal Land Use Law (N.J.S.A. 40:55D-53) provides for the posting of maintenance guarantees with the Borough after final acceptance of improvements when said improvements have been certified as complete; and

**WHEREAS**, MacKal Ventures, LLC, the developer of the property at 14 East New Street (also known as Block 20, Lot 5), heretofore deposited with the Borough of Sea Bright an all-cash maintenance bond in the amount of 15% (\$1,288.50) of the cost of the improvements on premises for a two year period; and

**WHEREAS**, David J. Hoder, P.E., P.P., C.M.E., Borough Consulting Engineer, has advised the Borough Clerk by letter dated October 29, 2021, a copy of which is on file in the Office of the Borough Clerk, that the bonded improvements have been satisfactorily completed in accordance with the approved site plan and remain in good condition, therefore recommending the release of the aforementioned maintenance bond.

**WHEREAS**, the Borough Council agrees with said recommendation.

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Sea Bright, County of Monmouth, that the maintenance bond in the amount of \$1,288.50 is hereby released, canceled and discharged and authorize the release of any and all remaining escrow, subject to the payment of any outstanding engineering and inspection fees due.

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

1. Fiscal Officer
2. Construction Official
3. Planning Board Secretary
4. MacKal Ventures, LLC

Roll Call: Birdsall, Booker, Catalano, Keeler, Lamia, Leckstein

November 15, 2021

**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 15, 2021.

\_\_\_\_\_  
Christine Pfeiffer, Borough Clerk

**RESOLUTION NO. 178-2021**  
**AMENDING PERSONNEL POLICIES AND PROCEDURES**  
**BOROUGH OF SEA BRIGHT**

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

**WHEREAS**, it is the policy of the Borough of Sea Bright to treat employees and prospective employees in a manner consistent with all applicable Federal and State employment laws and regulations; and

**WHEREAS**, on May 7, 1996 the Borough Council adopted Ordinance No. 39-1996 establishing the personnel Policies and Procedures Manual/Handbook for Borough employees; and

**WHEREAS**, the Borough of Sea Bright is a member of the Monmouth County Municipal Excess Liabilities (MEL) Fund; and

**WHEREAS**, the MEL requires its members to adopt certain personnel practices and policies and further requires that its members regularly update their personnel practices at least every two years or when otherwise needed to address a significant change in policy or procedure; and

**WHEREAS**, the Borough's Labor Counsel has amended our Personnel Policies and Procedures Manual that conforms with the current policies of the MEL.

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey that the amended Personnel Policies and Procedures Manual is hereby adopted in its entirety; and

**BE IT FURTHER RESOLVED** that these personnel policies and procedures shall apply to all Borough officials, appointees, employees, volunteers and independent contractors. In the event there is a conflict between these rules and any collective bargaining agreement, personnel services contract or Federal or State law, the terms and conditions of that contract or law shall prevail. In all other cases, these policies and procedures shall prevail; and

**BE IT FURTHER RESOLVED** that this manual is intended to provide guidelines covering public service by Borough employees and is not a contract. The provisions of this manual may be amended and supplemented from time to time without notice and at the sole discretion of the Mayor and Council; and

**BE IT FURTHER RESOLVED** that the Borough Administrator is responsible for these employment practices and the Municipal Clerk and Finance Manager shall assist the Borough Administrator in the implementation of the policies and procedures in this manual.

**Roll Call:**     Birdsall,    Booker,    Catalano,    Keeler,    Lamia,    Leckstein

November 15, 2021

**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 15, 2021.

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Christine Pfeiffer, Borough Clerk RMC

**RESOLUTION NO. 179-2021**  
**AUTHORIZING HIRING OF POLICE OFFICER**  
**DESIGNATION OF SPECIAL LAW ENFORCEMENT OFFICER - CLASS II**

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

**WHEREAS**, there exists a need for a Class II Special Officer in the Police Department in the Borough of Sea Bright; and

**WHEREAS**, Chief Brett Friedman requested that the following be appointed as a Class II Special Police Officer after fulfilling the required training at the Monmouth County Police Academy.

**CLASS II SPECIAL POLICE OFFICERS:**

Dana R. McQuade

**CERTIFICATION OF FUNDS**

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

\_\_\_\_\_  
**MICHAEL J. BASCOM, CFO**

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, that Class II Special Officer, Dana R. McQuade, be paid at an hourly rate as specified in Ordinance No. 04-2021 and complete the required training; and

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

1. Khristi Jacobs, Finance Manager
2. Brett Friedman, Police Chief
3. Dana R. McQuade

Roll Call: Birdsall, Booker, Catalano, Keeler, Lamia, Leckstein

November 15, 2021

**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 15, 2021.

\_\_\_\_\_  
Christine Pfeiffer, Borough Clerk



**RESOLUTION NO. 180-2021**  
**BOROUGH OF SEA BRIGHT**  
**PBA MEMORANDUM OF AGREEMENT**  
**JANUARY 1, 2022 - DECEMBER 31, 2025**

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

**WHEREAS**, the Sea Bright Police contract between the Borough of Sea Bright and the New Jersey State Policemen's Benevolent Association, Sandy Hook Local No. 48 (PBA) will expire by its terms on December 31, 2021; and

**WHEREAS**, the PBA Contract Negotiation Committee, Borough Administrator, Chief Financial Officer and Public Safety Committee Chairman have engaged in good faith negotiation meetings, relative to rates of pay, hours of work and other conditions of employment within the Sea Bright Police Department; and

**WHEREAS**, the Borough and the PBA have reached agreement on the terms of a new contract beginning January 1, 2022 through December 31, 2025; and

**WHEREAS**, the Mayor and Council of the Borough of Sea Bright find that it is in the best interests of the Borough to approve the contract as negotiated and agreed to by the parties.

**NOW, THEREFORE, BE IT RESOLVED**, that the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, does hereby authorize the Mayor and Borough Clerk to execute a Memorandum of Agreement outlining the agreed upon terms of negotiation for a successor four-year contract (January 1, 2022-December 31, 2025) between the Borough of Sea Bright and New Jersey State Policemen's Benevolent Association, Sandy Hook Local No. 48; and

**BE IT FURTHER RESOLVED**, that certified copies of this resolution be forwarded to the following:

1. Sea Bright Policemen's Benevolent Association, Local No. 48
2. Finance Manager
3. Chief Financial Officer
4. Chief of Police
5. Public Employment Relations Commission

Roll Call: Birdsall, Booker, Catalano, Keeler, Lamia, Leckstein

November 15, 2021

**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 15, 2021.

\_\_\_\_\_  
Christine Pfeiffer, Borough Clerk

Memorandum of Agreement

Between the Borough of Sea Bright and Sea Bright PBA

The Borough of Sea Bright and Sea Bright PBA agree to the following terms of negotiation, subject to ratification, for a successor contract;

1. Term of Contract: January 1, 2022 – December 31, 2025
2. Salary increases for Full Patrolman, Corporal, Sergeant, Lieutenant, and Captain shall increase 3% per year for each year of the contract.
3. The overall salary scale shall be as follows:

	2022	2023	2024	2025
<b>Captain</b>	\$126,544.02	\$ 130,340.34	\$ 134,250.55	\$ 138,278.07
<b>Lieutenant</b>	\$121,012.04	\$ 124,642.40	\$ 128,381.68	\$ 132,233.13
<b>Sergeant</b>	\$115,480.06	\$ 118,944.46	\$ 122,512.79	\$ 126,188.18
<b>Corporal</b>	\$110,639.58	\$ 113,958.77	\$ 117,377.53	\$ 120,898.86
<b>Patrol Officer</b>	\$108,353.65	\$ 111,604.26	\$ 114,952.39	\$ 118,400.96
<b>Patrol 10 yr</b>	\$101,000.00	\$ 102,000.00	\$ 103,000.00	\$ 104,000.00
<b>Patrol 9 yr</b>	\$ 94,000.00	\$ 94,000.00	\$ 94,000.00	\$ 94,000.00
<b>Patrol 8 yr</b>	\$ 88,000.00	\$ 88,000.00	\$ 88,000.00	\$ 88,000.00
<b>Patrol 7 yr</b>	\$ 79,000.00	\$ 79,000.00	\$ 79,000.00	\$ 79,000.00
<b>Patrol 6 yr</b>	\$ 72,000.00	\$ 72,000.00	\$ 72,000.00	\$ 72,000.00
<b>Patrol 5 yr</b>	\$ 67,000.00	\$ 67,000.00	\$ 67,000.00	\$ 67,000.00
<b>Patrol 4 yr</b>	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00
<b>Patrol 3 yr</b>	\$ 51,000.00	\$ 51,000.00	\$ 51,000.00	\$ 51,000.00
<b>Patrol 2 yr</b>	\$ 46,000.00	\$ 46,000.00	\$ 46,000.00	\$ 46,000.00
<b>Patrol 1 yr</b>	\$ 41,000.00	\$ 41,000.00	\$ 41,000.00	\$ 41,000.00

4. **Article XII CLOTHING ALLOWANCE:**  
Clothing allowance shall increase by \$50.00 to \$1,275.00 on January 1, 2022 and by \$50.00 on January 1, 2024 to \$1,325.00.

Both negotiation committees agree to recommend ratification based upon this settlement proposal.

Borough:

PBA:

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
  
\_\_\_\_\_

**RESOLUTION NO. 181-2021**  
**MONMOUTH COUNTY SPCA**  
**2022 CONTRACT**

(January 1, 2022 through December 31, 2022)

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

**WHEREAS**, the Borough Council of the Borough of Sea Bright is in need of animal control services within the Borough, and

**WHEREAS**, the Borough of Sea Bright wishes to retain the services of the Monmouth County Society for the Prevention of Cruelty to Animals (MCSPCA) for animal control for a period beginning the 1<sup>st</sup> day of January, 2022 and ending on the 31<sup>st</sup> day of December, 2022; and

**WHEREAS**, the Borough Council is in receipt of the 2022 Agreement (attached hereto) which outlines the scope of services to be provided, including an animal control officer, for a sum of \$3,900.00 to be prorated on a monthly basis of \$325.00; and

**WHEREAS**, the Borough has previously entered into a Memorandum of Understanding with the MCSPCA for the purpose of TNR (Trap, Neuter, Release Program) and wishes to continue that program at the rate of \$37.50 per cat.

**CERTIFICATION OF FUNDS**

Michael J. Bascom, Chief Financial Officer of the Borough of Sea Bright, has certified that funds are available in the Animal Control Trust Fund for the purposes stated herein.

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**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 animal control services with the Monmouth County SPCA for the year 2022 at a rate of \$3,900.00 per the attached agreement and authorize the continuation of the Memorandum of Understanding with the Monmouth County SPCA required to participate in the Trap, Neuter and Release Program; and

**BE IT FURTHER RESOLVED** that this agreement is made pursuant to N.J.S.A. 40:48-5.1.

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

1. Monmouth County SPCA
2. Police Department
3. Finance Manager

Roll Call:       Birdsall,   Booker,   Catalano,   Keeler,   Lamia,   Leckstein

November 15, 2021

**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 15, 2021.

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Christine Pfeiffer, Borough Clerk

# MONMOUTH COUNTY MCSPCA

## SOCIETY FOR PREVENTION OF CRUELTY TO ANIMALS LAW ENFORCEMENT DIVISION

260 WALL STREET, SEA BRIGHT, NEW JERSEY 07724

732-542-0040

FAX: 732-542-4552

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_ and \_\_\_\_\_ between the **MONMOUTH COUNTY SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS**, a non-profit 501(c) 3, government entity created under New Jersey State law, having principal offices at 260 Wall Street, Eatontown, New Jersey, hereinafter referred to as the "MCSPCA " and the Borough of Sea Bright, a municipal corporation of the State of New Jersey, having principal offices at 1099 Ocean Avenue, Sea Bright, New Jersey 07760, hereinafter, referred to as the "Municipality".

**WHEREAS**, the Municipality wishes to retain the services of the MCSPCA for animal control for a period beginning the 1st day of January, 2022 and ending on the 31<sup>st</sup> day of December, 2022

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

1. The MCSPCA shall make their services as independent contractor, as an animal service provider, as hereinafter described, available to the Municipality on a daily basis, during standard business hours, as needed, five (5) days a week. Weekends, Holidays and Night emergency services (after standard day time business hours), will also be provided when necessary on the terms stated. Services are defined as the rescue, custody and care of

injured animals, trapped animals, sick animals, animals whose lives are endangered or animals present a danger to humans, including those who have bitten a person.

For the purpose of this Agreement, marine mammals, feral cats and dead deer are specifically excluded, neither shall the MCSPCA trap, rescue, or relocate or care for geese unless same is in need of veterinary care.

Upon the Municipality's request, or in the case for the need of animal humane and/or Services as defines herein, feral cat colonies will remain the responsibility of the person "caretaker" caring for the cats. If there is a sick, rabid, or injured cat, the MCSPCA will provide services and assistance, and shall be entitled to be reimbursed for all the costs and expenses to said feral cat colony. If the colony is abandoned by the caretaker and the MCSPCA is called to remove any and/or care for the colony, the costs and expenses incurred by the MCSPCA will be in addition to the cost for Services and will be the responsibility of the Municipality. If the Municipality enters into a Memorandum of Understanding (MOU) with the MCSPCA for the purpose of TNR, then all terms of the MOU shall be set forth as agreed upon by the MCSPCA and the Municipality and shall supersede certain terms in the contract.

2. The Municipality will pay the MCSPCA the sum of \$3,900.00 said sum to be prorated on a monthly basis of \$325.00. Payment for all services, including additional costs and expenses as stated herein, and unless express terms to the contrary are agreed, are due thirty (30) days after presentment of invoice and/or Municipality voucher executed by appropriate party, time is of the essence.
3. It is expressly understood, except as otherwise stated, the services include all the costs and expenses incurred by the MCSPCA or its animal control officer in the maintenance of custodial facilities and vehicle to be used by the animal control officer.

4. Upon a request from the Municipality, the MCSPCA shall respond to an emergency as defined herein. Emergency veterinary treatment will be provided to an ill or injured animal as required by the State Law regulation. The MCSPCA reserves the right in its sole discretion to determine that if the animal requires transportation to an emergency clinic on nights, weekends, or holidays, when our own veterinarians are not available.

If there is no known owner, the cost of in house services shall be covered by the MCSPCA any expense incurred by the MCSPCA for outside veterinary services will be the responsibility of the Municipality. If the owner is known, the cost and expenses will be bore by the owner.

5. The MCSPCA shall, at the request of an owner of an unwanted animal, render assistance in delivery of said animal to an appropriate humane shelter, including a shelter maintained by the SPCA. The MCSPCA will be paid for the cost and expenses of such assistance, which shall be the responsibility of the owner.

6. The MCSPCA shall use reasonable efforts to impound any stray, abandoned or unlicensed dog or cat, running at large on public property within the municipality. When such impoundment occurs, the dog or cat shall be put up for adoption or humanly disposed of, at the sole and exclusive discretion of the SPCA, after seven (7) day statutory hold period. It is expressly understood, once the MCSPCA accepts any animal and takes it into custody; it shall become the property of the MCSPCA for the disposition a stated above. The MCSPCA Animal Control Officer (ACO) or MCSPCA Humane Law Enforcement Officer shall issue summons for Municipal Ordinances and NJ Title 4 pertaining to all animal laws that apply under the scope of the ACO's employment. (ie: Dog/Cat licensing, animals running at large, dangerous dog)

7. Upon proof of ownership, any person may redeem his/her animal from the MCSPCA upon payment to the MCSPCA and shall be responsible to pay for any vaccinations and/or necessary medical treatment that the medical team deemed necessary. Once the ownership is established, and the animal is no longer a stray, regular boarding rates at \$20.00 per day shall be paid to the MCSPCA by the owner prior to the release of the animal. No release or redemption shall be honored unless the owner provides proof of ownership and produces a current municipal dog/cat license if applicable. If an animal is unclaimed after seven (7) days, the MCSPCA shall by law take ownership of the animal and offer the animal for adoption, humanly disposed or any other disposition that the MCSPCA deems humanely appropriate.
8. Any stray dog, cat or any other animal taken into the custody of the MCSPCA and charged with biting a human being, shall be quarantined for the required period of ten (10) days. The cost and expenses incurred during this period shall be the responsibility of the owner. If no known owner, the costs shall be absorbed by the SPCA.
9. Transportation of the head of the animal suspected of rabies to the State department shall be provided by the MCSPCA under the condition that the said animal expired on the premises before the ten (10) day quarantine period referred to above. The fee for removal of the head and deliver for rabies examination will be paid by the owner of the animal or absorbed by the MCSPCA if the owner is unknown.
10. The animal control officer shall be an employee of the SPCA. The MCSPCA shall indemnify and hold the Municipality harmless from and against any damage caused by the animal control officer, expressly excluded damage caused by the animal.


11. Removal of an animal, including wildlife, inside a home, apartment building, garage, roof, etc., "residence", is not covered under this agreement. The MCSPCA reserves the right to answer/respond to those calls; however, the owner of the premises will be charged \$90.00 per hour during standard business hours and \$118.00 after standard hours. If the nature of the call is deemed by a police officer to pose a public safety risk, the MCSPCA shall respond and handle the call at no cost to the homeowner.
12. The MCSPCA shall not be responsible for handling deer or any wildlife carcasses; however the MCSPCA shall retrieve infirmed/ injured deer or wildlife at the SPCA's discretion.
13. The Municipality will be charged at an additional charge, a boarding fee of \$20.00 per day, payable monthly, for any animal which, upon request of the Municipality as part of a court process or upon order from a court shall impound an animal. The Municipality agrees to expressly seek reimbursement from the costs uncured by the MCSPCA as any judgement from the owner, in the absence as such; the costs shall be the responsibility of the Municipality.
14. The signatory of this document represents that it/he/she possess the requisite authority to bind the public entity further represents the execution of the Agreement is authorized by Municipality.
15. Except for non-payment, this Agreement contract may be determined during the Term by either party upon sixty (60) days written notice by Certified Mail, Return Receipt Requested, to the other party, in its sole discretion the terminating party may provide an opportunity to cure.
16. It is expressly agreed that the MCSPCA is not obligated to incur any cost, expense or legal fees as a consequence of the failure of the Municipality to timely and fully remit all payment due hereunder; such costs, expenses, legal fees shall be the sole responsibility of the Municipality.



17. The Parties hereto shall indemnify and hold the other harmless from and against any claim, award, cost, expense by any third party, not affiliated in any way employed by either party for any damage or injury caused by the act or omission of the indemnifying party or its agents.

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

**MONMOUTH COUNTY SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS**

BY:  \_\_\_\_\_

**Ross Licitra  
Executive Director**

**\*MUNICIPALITY\* Borough of Sea Bright**

BY: \_\_\_\_\_

\_\_\_\_\_

**ATTEST**

**RESOLUTION NO. 182-2021**  
**BOROUGH OF SEA BRIGHT**  
**APPROVING HIRING JOSEPH TOMAINO**  
**AS AN EXPERT CONSULTING ARCHITECT**

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

**WHEREAS**, the Borough of Sea Bright ("The Borough") constructed a new Municipal Complex ("The Complex"); and

**WHEREAS**, the Borough encountered the need for numerous Change Orders in the course of construction of the Complex; and

**WHEREAS**, the Borough needs an expert consulting architect to review and evaluate these items; and

**WHEREAS**, Joseph Tomaino, AIA, is qualified as an Expert Consulting Architect.

**CERTIFICATION OF FUNDS**

Michael J. Bascom, Chief Financial Officer of the Borough of Sea Bright, has certified that funds are available in Legal Services No. 101-20-155-000 for the purposes stated herein.

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**MICHAEL J. BASCOM, CFO**

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey that the Borough Council approves the hiring of Joseph Tomaino, AIA, as an Expert Consulting Architect.

**BE IT FURTHER RESOLVED**, the Mayor is authorized to sign and the Clerk to attest the said contract.

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

1. Borough Attorney
2. Finance Manager
3. Joseph Tomaino

Roll Call:       Birdsall,   Booker,   Catalano,   Keeler,   Lamia,   Leckstein

November 15, 2021

**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 15, 2021.

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Christine Pfeiffer, Borough Clerk

**ORDINANCE NO. 15-2021**  
**BOROUGH OF SEA BRIGHT**  
**COUNTY OF MONMOUTH, STATE OF NEW JERSEY**  
**AN ORDINANCE CREATING CHAPTER 141 OF THE BOROUGH CODE TO BE**  
**ENTITLED "BOARDING AND ROOMING HOUSES"**

**WHEREAS**, N.J.S.A. 40:52-10 authorizes a governing body to make, amend, repeal and enforce ordinances to license and regulate rooming and boarding houses within a municipality which are consistent with rules and regulations promulgated pursuant to N.J.S.A. 55:13B-1 *et seq.*, so long as the municipality notifies the Commissioner of the Department Community Affairs; and

**WHEREAS**, Rooming and Boarding houses are not permitted uses within the Borough, but to the extent that same, including Cooperative Sober Living Residences, are or may be mandated uses by Federal or State law or are permitted by variance, licensing and regulations should occur; and

**WHEREAS**, N.J.S.A. 40:48-2 authorizes a municipality to make, amend, repeal and enforce such ordinances and regulations as it may deem necessary and proper for the good government, order and protection of persons and property, and for the preservation of the public health, safety and welfare of the municipality and its inhabitants.

**NOW, THEREFORE, BE IT ORDAINED**, by the BOROUGH COUNCIL OF THE BOROUGH OF SEA BRIGHT, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY that Borough Code is hereby amended so as to create a new Chapter 141 which shall be entitled "Boarding and Rooming Houses" and read as follows:

**SECTION ONE.**

Chapter 141 of the Code of the Borough of Sea Bright is added as follows:

**CHAPTER 141 BOARDING AND ROOMING HOUSES**

**§ 141-1 *Purpose***

The purpose of this section is to protect the public health and welfare by licensing rooming and boarding houses, pursuant N.J.S.A 40:52-10.

**§ 141-2 *Definitions***

**COOPERATIVE SOBER LIVING RESIDENCE**

Shall mean a cooperative sober living residence licensed pursuant to N.J.S.A. 55:13B-1, *et seq.* and as defined in N.J.A.C. 5:27-2.1 and holding a Class F license from the

Bureau of Rooming and Boarding House Standards in the Division of Codes and Standards of the Department of Community Affairs (the Bureau).

#### LICENSING AUTHORITY

Shall mean the Borough Council of the Borough of Sea Bright.

#### OPERATOR

Shall mean any person, including for the purposes of this section, any corporation or association of persons or any agency or instrumentality of state or local government, which operates or proposes to operate a rooming or boarding house.

#### OWNER

Shall mean the holder of title in fee simple to premises and any lessor or sublessor of whom an operator is or proposes to become a sublessor in connection with an application for a license, or renewal thereof, pursuant to this section.

#### POPULATION

Shall mean the most recent population count reported by the Department of Labor.

#### ROOMING OR BOARDING HOUSE

Shall mean a rooming or boarding house licensed pursuant to N.J.S.A. 55:13B-1 *et seq.* A rooming house is further defined as a boarding house wherein no personal nor financial services are provided to the residents (N.J.S.A. 55:13B-3(h)). It shall include all classes of premises applying for a license as defined in N.J.A.C 5:27-6.

#### **§141-3 License Required**

- a. Except as provided in paragraph b of this section, no rooming or boarding house shall hereafter be located or operated in the Borough except upon premises licensed for that purpose by the Licensing Authority.
- b. Any rooming or boarding house that is in lawful operation on the date of enactment of this section shall be entitled to continue in operation for one year from the date of enactment and, if the owner of the premises applies for licensure not later than the 60th day next preceding the expiration of that year, until a final determination is made upon that application.

#### **§141-4 License Application**

Application for a license under this section shall be made to the Council. The application shall be by a form which can be obtained from the Borough Clerk.

- a. The application must be accompanied by an application fee of \$200 or such fee as may be prescribed by resolution. The application shall be filed with the Municipal Clerk, who will be required to place the application upon the agenda of the next available meeting of the Council.
- b. The form of application shall require the submission of information and supporting documentation, which will provide a basis upon which the Council may conduct the investigation and reach the conclusions required under this section for the issuance or denial of a license.
- c. It shall be the responsibility of the applicant/owner to obtain information required by this application and to exercise due care and diligence to insure its completeness and accuracy.
- d. All information required from the operator must be duly sworn to by the operator in order to form a valid part of the application.
- e. If the application filed pursuant to this section is denied, 90% of the application fee shall be refunded to the applicant, and 10% retained by the Borough in defraying the expenses of the Licensing Authority in carrying out its functions under this section.
- f. All applications by a natural person, partnership or unincorporated association of natural persons shall be duly sworn to by each of the applicants. An application by a corporation shall be duly sworn to by the president or vice president of the corporation. All statements in the application shall be deemed material, and any person who knowingly misstates any material fact therein shall be guilty of a crime of the fourth degree.
- g. Each application shall designate an operator/manager of the premises. That person must meet the requirements for licensure by the NJ Department of Community Affairs and requirements for licensure of a natural person. There shall be a \$25 fee for a background check on the designated operator/manager. Said fee will apply each time the operator/manager changes.

### **§141-5 Required Notice**

Every applicant for a license shall, after filing the application, cause notice of the pendency of the application to be published once per week for two weeks successively in a newspaper, printed in the English language, published and circulated in Monmouth County. The notice shall include the time and place of the Public hearing before the Council, the name of the owner of the premises, the name of the operator of the boarding house, the name of the boarding house, the address of the boarding house, and the business name of the boarding house.

The second publication thereof shall be made not less than one week nor more than two weeks prior to the date for the public hearing.

### **§141-6 Investigation**

The Borough Administrator shall, upon receipt of application, cause the following inspections to take place:

- a. With respect to the premises for which a license is sought: (1) that they are in compliance with all applicable building, housing, health and safety codes and regulations; (2) that the location of the premises will not, in conjunction with the proximity of other rooming and boarding houses, lead to an excessive concentration of such facilities in the municipality or a particular section thereof;
- b. With respect to the owner or owners of the premises: (1) if a natural person or persons, that he or they are 21 years of age or older, citizens of the United States and residents of the State of New Jersey, and never convicted, in this State or elsewhere, of a crime involving moral turpitude, or of any crime under any law of this State licensing or regulating rooming or boarding houses, and have never had a license required pursuant to P.L. 1979, c. 496(C. SS:13B-1 *et seq.*) revoked; (2) if a corporation, that all officers and members of the Board of Directors, and every stockholder holding 10% or more of the stock of the corporation, directly or indirectly having a beneficial interest therein, have the same qualifications as set forth in this subsection for an applicant who is a natural person;
- c. With respect to the operator or proposed operator, that he meets the requirements for licensure by the Department of Community Affairs;
- d. That the owner and operator, either individually or jointly, shall have established sufficient guarantee of financial and other responsibility to assure appropriate relocation of the residents of the rooming and boarding house to suitable facilities in the event that the licensure is subsequently

revoked or its renewal denied. The Department of Community Affairs shall determine in the case of each type of rooming and boarding house under this jurisdiction, what constitutes suitable facilities for this purpose. Said guarantee of financial responsibility shall be in the form of a surety bond in favor of the Borough. The amount for said bond shall be determined by the Borough Administrator at the time of the hearing on the application, by multiplying the number of the maximum allowable licensed beds at the rooming and boarding house in question by the maximum relocation costs allowed by the Department of Community Affairs (including both the maximum moving expenses and rental assistance allowed by the Department) and then by adding an additional 10% of said total for administrative costs and expenses in the event of relocation. Said bond shall be in form and substance acceptable to the Borough Attorney and for a period of one year;

- e. The applicant has complied with the regulations stated herein and possesses a valid applicable License from the Bureau. An inspection performed by a municipal enforcement agent under a contractual agreement with the Department of Community Affairs pursuant to N.J.S.A. 55:13B-1 *et seq.* may be deemed by the Licensing Authority to satisfy the investigation requirements of this section; such inspection shall be performed by and be under the jurisdiction of the Licensing Authority; and
- f. The Owner has paid all municipal property taxes due and owing on the rooming and boarding house, or in the case of an initial application, the applicant has paid all municipal property taxes due and owing on any other rooming and boarding house located within the Borough and owned by the applicant, provided that the owner has received written notice of any payment delinquency which has remained unpaid for more than 120 days. The provision of this subsection shall not be construed as denying or limiting the rights of any displaced residents to relocation assistance in accordance with N.J.S.A. 20:4-1 *et seq.*

### **§141-7 Public Hearing**

The Council shall hold a public hearing, at which the applicant, the operator or proposed operator and all other parties in interest including members of the general public, shall be entitled to be heard upon the merits of the application and the suitability of the premises proposed for licensing. The time and place of the public hearing shall be determined within 30 days of receipt of the application, and shall be communicated to the applicant in sufficient time to enable compliance with the publication requirement of this section.

## §141-8 *Restrictions*

- a. No license shall be issued which would result in increasing the total number of persons authorized to be residents in rooming and boarding houses within the Borough to more than 100 people; but nothing in this subsection shall warrant refusal of a license or license renewal for premises where a rooming or boarding house has been in lawful operation prior to the enactment of this section.
- b. No license shall be issued for premises when any part of the boundary line of the premises is within 1,000 feet of the boundary line of any other premises for which a license is in force; but nothing in this subsection shall warrant refusal of a license or license renewal for premises where a rooming or boarding house has been in lawful operation prior to the enactment of this section.
- c. No license shall be issued until all real estate taxes, sewer, water and all other municipal liens and charges are current up to and including the quarter within which the application shall take place. The applicant will be disqualified for applying for a license until all aforementioned charges are brought current.
- d. Owner or owners of the premises shall never have had a license required pursuant to N.J.S.A. 55:13B-1 *et seq.* revoked.
- e. Except as otherwise provided in the Rehabilitated Convicted Offenders Act (N.J.S.A. 2A:168A-1 *et seq.*), no license shall be issued to any person who has at any time been convicted of forgery, embezzlement, obtaining money under false pretenses, extortion, criminal conspiracy to defraud, crimes against the person or other like offense or offenses, or to any partnership of which such person is a member, or to any association or corporation of which said person is an officer, director or employee or in which as a stockholder such person has or exercises a controlling interest either directly or indirectly.
- f. No license shall be issued to any person if the Council determines that the issuance of a license to such person would be contrary to the best interests of the residents of any rooming or boarding house or of the public generally.
- g. No owner shall employ any person not licensed as an operator to operate any rooming or boarding house. A separate operator shall be required for every building occupied by residents other than an accessory building.



- h. No license shall be issued to any person who has previously been denied a license by either the Department of Health or the Department of Human Services for reason of personal unfitness or who has had a license revoked by either the Department of Health or the Department of Human Services.
- i. No license shall be issued to, or shall continue to be held by, any person, who, in a final adjudication by a court of record or by the Division on Civil Rights, has been found to have discriminated against any resident or prospective resident on the basis of race, color, creed, national origin or ancestry.
- j. A Class D license shall specify the type of facility for which it is issued. Except as otherwise provided in this chapter, any service which may be provided under a Class C license may be provided under a Class D license and any facility operated under a Class D license shall conform to all standards that would be applicable to the facility where it operated under a Class C license.
- k. No license to own or operate a boarding house shall be issued to, or shall be continued to be held by, any person who has not completed a training course approved by the Department of Community Affairs. This subsection shall not apply to persons holding or applying for only Class A (rooming house) licenses or Class F (cooperative sober living residence) licenses and shall only be effective so long as there exists a training program funded by the Department of Human Services.
- l. No license to operate a rooming or boarding house shall be issued prior to receipt of a certification that the building does not have any outstanding violations of the Uniform Fire Code N.J.A.C. 5:70.
- m. No person shall own or operate a rooming or boarding house that offers or advertises or holds itself out as offering personal care services to residents with special needs, including, but not limited to, persons with Alzheimer's disease and related disorders or other forms of dementia, hold out a building as available for rooming or boarding house occupancy for such residents, or apply for any necessary construction or planning approvals related to the establishment of a rooming or boarding house for such residents without first having a Class C or Class D license with an endorsement allowing such services to be offered and provided at the facility.

### **§141-9 *Term of License***

- a. After the public hearing, the Licensing Authority shall determine in accordance with the requirements of this section, whether to grant the license. A license when issued shall be valid for one year from the date of issuance and until such time as the Licensing Authority has acted upon an application for renewal, unless sooner terminated by revocation pursuant to the terms of this section.
- b. Not later than the sixtieth day preceding the anniversary date of issuance, the holder of a license shall make application to the Licensing Authority for its renewal. Application for a renewal shall follow the same procedure and requirements as prescribed for a new application and shall necessitate de novo consideration and determination by the Licensing Authority in the same manner as a new application.

### **§141-10 *Revocation***

The Licensing Authority may revoke a license granted under this section for any of the following reasons:

- a. A finding that there was any misstatement of material fact in the application upon which the license was issued.
- b. The occurrence of any fact which, had it occurred and been known to the Licensing Authority before the issuance of the license, would have resulted in the denial of the application.
- c. Repeated violations, or prolonged failure to correct any violation, of any applicable building, housing, health or safety code or regulations for at least 30 days.
- d. Refusal to allow access to any portion of the licensed premises at all reasonable time, with or without advance notice in order that officers or agents of the Licensing Authority, or any official charged with enforcement within the municipality of any building, housing, health or safety code or regulations applicable to the premises may determine compliance with such codes or regulations.
- e. Revocation by the Department of Community Affairs of the operator's license or other authorization to operate a rooming or boarding house on the premises.

- f. Notification by the Department of Community Affairs that the premises are not, or are no longer suitable for operation of a rooming or boarding house on the premises.
- g. Failure or refusal to comply with any lawful regulation or Order of the Licensing Authority.
- h. A determination by the Licensing Authority that the issuance or renewal of a license to such a person would be contrary to the best interests of the residents of any rooming or boarding house or the public generally based upon the regulations and conditions set forth in this chapter.

#### **§141-11 *Notice of Revocation***

A license shall not be revoked until five days' prior notice of the grounds therefor has been served upon the licensee, either personally or by certified mail addressed to the licensee at the licensed premises, and a reasonable opportunity given to the licensee to be heard thereon.

#### **§141-12 *Appeal***

Upon determination by the Licensing Authority to refuse the granting or renewal of a license, or to revoke a license, the licensee affected shall be entitled to appeal to the Commissioner of Community Affairs for a review of that determination. Said appeal is to be filed within 30 days of a final decision of the Licensing Authority. Said appeal to be filed in writing with the Director of Licensing and inspections; the Commissioner shall have the authority to reverse the Licensing Authorities determination if it concludes that the application was improperly denied, or the revocation improperly imposed. Such review shall be in conformity with the provisions of the "Administrative Procedures Act" P.L. 1968, c. 410 (N.J.S.A. 52:14B- 1 *et seq.*). The decision of the Commissioner in such cases shall be subject to appeal to the Appellate Division of the Superior Court. If an applicant for a license renewal has made timely and sufficient application for a renewal in accordance with the provisions of this section, and the rules of the licensing pursuant thereto, his license shall not expire until any appeals under this section have been finally determined and disposed of.

#### **§141-13 *Authority to Act***

The Licensing Authority shall be the Borough Council. All decisions of the Licensing Authority shall be by a majority of the quorum present for the public hearing as prescribed by subsection.

### ***§141-14 Violations and Penalties***

Any person, firm or corporation who violates or neglects to comply with any provision of this chapter or any rule, regulation or directive promulgated pursuant thereto shall be penalized by a civil penalty of not less than \$50 and not to exceed \$2,000.

### ***§141-15 Inspections***

- a. There shall be an annual inspection for each rentable room enumerated on license to own and/or operate a rooming or boarding house issued by the Licensing Authority.
- b. The initial annual inspection fee shall be \$30 per rentable room, regardless of the number of changes in tenancy. During the initial annual inspection, the entire property will be inspected including all common areas, and the exterior of the property.
- c. Any reinspection will require the fee of \$20 per rental room requiring reinspection, \$50 for the reinspection of any common area and a \$50 reinspection fee for the exterior of the property 141-16 Relation to Borough Land Use Developments and Zoning Provisions.

### ***§141-16 Relation to Borough Land Use Developments and Zoning Provisions***

Nothing herein shall be construed to permit or allow as a permitted or conditional use a rooming or boarding house, including a cooperative sober living residence in any zone or District in the Borough Land Use Development or Zoning Ordinances. **In fact, such uses remain specifically prohibited under the Borough Ordinances. This Ordinance is being adopted as a precaution in the event that any boarding house is or may become a mandated use by Federal or State law or may become permitted by variance.**

## **SECTION TWO.**

All other Ordinances or provisions of the Code of the Borough of Sea Bright or parts thereof, which are inconsistent with any provisions in this Ordinance, are hereby repealed to the extent of such conflict or inconsistency.

## **SECTION THREE.**

If any provision or portion of this Chapter is held to be unconstitutional, preempted by Federal or State Law or otherwise invalid by any court of competent jurisdiction, the remaining provisions of this chapter shall not be invalidated.

**SECTION FOUR.**

This Ordinance shall take effect upon its passage and publication as required by law.

**SECTION FIVE.**

Upon passage, the Clerk shall provide a copy of the Ordinance to the Commissioner of the Department of Community Affairs pursuant to N.J.S.A. 40:52-10.

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 15, 2021 and will be further considered after a Public Hearing held on December 21, 2021.

INTRODUCED: November 15, 2021

PUBLIC HEARING: December 21, 2021

ADOPTED:

**Witness**

**BOROUGH OF SEA BRIGHT**

\_\_\_\_\_  
CHRISTINE PFEIFFER, CLERK

\_\_\_\_\_  
BRIAN KELLY, MAYOR

**VOUCHER LIST  
NOVEMBER 15, 2021  
BOROUGH OF SEA BRIGHT**

01062	ALL HANDS FIRE EQUIPMENT, LLC		
21-01303	11/02/21 Training	Open	250.00
2786	ALLSTATE REPAIR		
21-01282	10/20/21 BEACH-MAINTENANCE OF EQUIPMENT	Open	1,050.00
02113	AMERICAN WATER		
21-01324	11/08/21 SEWER	Open	328.52
02227	APOLLO SEWER & PLUMBING, INC.		
21-01272	10/20/21 B&G-MAINTENANCE OF B&G	Open	235.00
21-01311	11/02/21 BEACH - MAINT. & REPAIRS	Open	135.00
			-----
			370.00
00757	ARIAS, JOHN		
21-01265	10/20/21 POLICE: MAINT OF EQUIP	Open	249.00
00384	AT & T MOBILITY		
21-01347	11/10/21 BEACH	Open	520.98
01241	BAIN'S HARDWARE, INC.		
21-01359	11/12/21 HARDWARE	Open	303.34
2640	BATHGATE, WEGENER & WOLF		
21-01358	11/12/21 LEGAL	Open	1,527.62
2521	BELSON OUTDOORS		
21-00773	07/01/21 BEAUTIFICATION	Open	1,413.14
01957	BENEMAX BENEFIT MANAGEMENT CO.		
21-01339	11/09/21 HEALTH	Open	336.00
00273	BORGATA HOTEL & CASINO		
21-00698	06/09/21 NJLOM Conf. Room Reservations	Open	1,075.00
01631	BOROUGH OF OCEANPORT		
21-01332	11/09/21 COURT	Open	6,500.00
2646	CAMPBELL SUPPLY CO.		
21-01216	10/12/21 FIRE DEPT.	Open	415.00
2680	CINTAS		
21-00442	04/15/21 BEACH-MATERIALS & SUPPLIES	Open	120.03
21-00443	04/15/21 BLDGS. & GRDS.-MAT. & SUPPLIES	Open	211.19
21-00827	07/13/21 BEACH-MATERIALS & SUPPLIES	Open	374.00
21-01202	10/12/21 B&G- MATERIALS & SUPPLIES	Open	132.88
21-01225	10/12/21 B&G- MATERIALS & SUPPLIES	Open	126.58
21-01226	10/12/21 BEACH- MATERIALS & SUPPLIES	Open	45.74
21-01227	10/12/21 BEACH- MATERIALS & SUPPLIES	Open	50.29
21-01228	10/12/21 B&G- MATERIALS & SUPPLIES	Open	185.58
21-01232	10/12/21 B&G- MATERIALS & SUPPLIES	Open	176.58
21-01305	11/02/21 BEACH- MATERIALS & SUPPLIES	Open	45.74
21-01306	11/02/21 BLDGS. & GRDS.-MAT. & SUPPLIES	Open	132.88
21-01313	11/02/21 BLDGS. & GRDS. MAT. & SUPPLIES	Open	185.58
21-01316	11/02/21 BEACH - MATERIALS & SUPPLIES	Open	50.29
			-----
			1,837.36
2555	CJM ASSOC. OF SEA BRIGHT		
21-01335	11/09/21 LEASE	Open	500.00
00256	CLEARY, GIACOBBE, ALFIERI &		
21-01326	11/08/21 LEGAL	Open	432.00
01801	COLLIER ENGINEERING & DESIGN		
21-01338	11/09/21 ENGINEER	Open	4,504.75
01988	COMPTON, BARBARA		
21-01317	11/08/21 CLERK	Open	35.00

01493	COOPERATIVE INDUSTRIES, L.L.C.		
21-01345	11/10/21 NATURAL GAS	Open	206.70
2386	CRANEY INTERPRETING SERVICE		
21-01349	11/10/21	Open	200.00
2787	CYCLE PASSIONS, LLC		
21-01278	10/20/21 BEACH-VEHICLE MAINTENANCE	Open	415.45
21-01280	10/20/21 BEACH-VEHICLE MAINTENANCE	Open	720.40
21-01281	10/20/21 BEACH-VEHICLE MAINTENANCE	Open	359.95
			-----
			1,495.80
2528	DCH FORD		
21-01271	10/20/21 BEACH-VEHICLE MAINTENANCE	Open	65.53
2286	DIFRANCESCO, BATEMAN, KUNZMAN		
21-01356	11/10/21 LEGAL	Open	500.00
2267	EMERGENCY REPORTING		
21-00797	07/07/21 Annual Subscription	Open	2,221.34
2780	FISH WINDOW CLEANING		
21-01233	10/12/21 B&G- MAINTENACE OF B&G	Open	890.00
21-01234	10/12/21 BEACH- MAINTENACE & REPAIRS	Open	1,140.00
			-----
			2,030.00
00978	FRIEDMAN, BRETT		
21-01337	11/09/21 POLICE	Open	533.32
02101	GANNETT NJ		
21-01355	11/10/21 CLERK	Open	209.25
02181	GATEWAY PRESS		
21-01205	10/12/21 TA-SEWER-MISCELLANEOUS RECEIPT	Open	132.00
01549	GENERAL CODE, LLC		
21-01351	11/10/21 CODE	Open	3,612.56
2281	GRAINGER		
20-00264	02/25/20 POLICE	Open	1,197.79
02252	GRAINGER, INC.		
21-01224	10/12/21 SEWER- MAINT. OF EQUIPMENT	Open	205.14
21-01314	11/02/21 STREETS- UNIFORMS/SHOES/CLOTH.	Open	800.82
			-----
			1,005.96
01887	HEIM ELECTRONICS, INC.		
21-01348	11/10/21 ALARMS	Open	563.00
2381	HENDRICKS, ANDREW		
21-01298	11/02/21 POLICE-CLOTHING ALLOWANCE	Open	204.00
2700	HIGHWAY EQUIPMENT OF NJ, INC.		
21-01299	11/02/21 BEACH - MAINT. OF OTHER EQUIP.	Open	1,431.53
01285	HOME DEPOT CREDIT SERVICES		
21-01274	10/20/21 SEWER-MATERIALS & SUPPLIES	Open	41.88
21-01352	11/10/21 DPW	Open	74.86
			-----
			116.74
2637	HT HALL, INC.		
20-00633	05/29/20 BEAUTIFICATION	Open	3,725.00
2791	HUDSON ENERGY SERVICES		
21-01346	11/10/21 ELECTRIC	Open	138.97
2561	INTRON TECHNOLOGY SOLUTIONS		
21-01363	11/12/21 COMPUTERS	Open	4,493.38

2470	JAX LLC NW SHIRT SHOP		
	21-01342 11/09/21 BEACH	Open	4,085.16
	21-01343 11/09/21 BEACH	Open	7,485.75
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			11,570.91
01526	JCP & L		
	21-01341 11/09/21 ELECTRIC	Open	6,225.52
2488	JERSEY SHORE POWERSPORTS		
	21-01269 10/20/21 VEHICLE MAINTENANCE	Open	2,574.65
00297	JESSE A. HOWLAND & SONS, INC.		
	21-01334 11/09/21 LEASE	Open	1,705.00
01784	JUNGLE LASERS, LLC		
	21-01319 11/08/21 BLDG. DEPT	Open	440.00
01603	M & N VENTURES, LLC		
	21-01275 10/20/21 STREETS-MATERIALS & SUPPLIES	Open	383.85
2278	MCLAUGHLIN, STAUFFER & SHAKLEE		
	21-01325 11/08/21 LEGAL	Open	13,879.11
00106	MGL FORMS-SYSTEMS, LLC		
	21-00711 06/09/21 2022 Dog Tags	Open	165.00
00531	MIDDLESEX COUNTY FIRE ACADEMY		
	21-01267 10/20/21 FIRE:TRAINING	Open	361.00
2724	MIDDLETOWN TRAILER SUPPLY		
	21-00048 01/15/21 STREETS- MATERIALS & SUPPLY	Open	173.80
01854	MONMOUTH COUNTY BOARD/TAXATION		
	21-01290 10/26/21 TAX ASSESSOR	Open	500.00
00688	MONMOUTH COUNTY POLICE ACADEMY		
	21-01213 10/12/21 POLICE-EDUCATION AND TRAINING	Open	75.00
02229	MONMOUTH COUNTY PUBLIC WORKS		
	21-01217 10/12/21 FIRE:VEHICLE REPAIRS	Open	683.22
02045	MONMOUTH COUNTY SPCA		
	21-01331 11/09/21 ANIMAL CONTROL	Open	325.00
00462	MUNICIPAL MAINTENANCE COMPANY		
	21-01268 10/20/21 SEWER-MANTENANCE OF EQUIPMENT	Open	1,290.00
00339	NAPA AUTO PARTS CENTER		
	21-00956 08/10/21 BILDGS. & GRDS. - MAT. & SUPPL	Open	61.64
01399	NEW JERSEY AMERICAN WATER		
	21-01327 11/08/21 WATER	Open	4,226.59
00671	NJ DEPT OF COMMUNITY AFFAIRS		
	21-01320 11/08/21 BLDG. DEPT	Open	1,359.00
00113	NJ NATURAL GAS COMPANY		
	21-01287 10/26/21 NATURAL GAS	Open	518.17
01309	OCEANPORT BOARD OF EDUCATION		
	21-00795 07/07/21 SCHOOL TAX	Open	72,010.00
00046	ONE CALL CONCEPTS, INC.		
	21-01340 11/09/21 SEWER	Open	40.04
01662	OTC BRANDS, INC		
	21-01183 10/01/21 Recreation	Open	399.91
2372	PAYARGO, INC.		
	21-01354 11/10/21	Open	96.90



00081	PERRY'S TROPHY CO., INC.		
21-01195	10/12/21 BEAUTIFICATTON	Open	30.80
2525	POOR JOHNS PORTABLE TOILETS		
21-01357	11/12/21 BEACH	Open	526.00
01463	PUMPING SERVICES, INC.		
21-01229	10/12/21 SEWER- MAINT. OF OTHER EQUIP.	Open	1,204.00
00164	RAIN, WILLIAM		
21-01323	11/08/21 HEALTH	Open	144.60
2330	RAW POWER GENERATOR SERVICE		
21-01292	11/02/21 SEWER--CONTRACTUAL	Open	1,618.75
21-01293	11/02/21 SEWER-CONTRACTUAL	Open	1,618.75
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			3,237.50
01554	SEA BRIGHT SERVICE CENTER		
21-00045	01/15/21 POLICE: TIRES, OIL, & WIPERS	Open	160.65
21-00318	03/16/21 POLICE-VEHICLE MAINTINANCE	Open	102.91
21-00323	03/16/21 POLICE: VEHICLE MAINTENANCE	Open	82.95
21-01199	10/12/21 POLICE: VEHICLE MAINTENANCE	Open	174.40
21-01214	10/12/21 POLICE:VEHICLE REPAIRS	Open	957.90
21-01218	10/12/21 POLICE:VEHICLE REPAIRS	Open	679.24
21-01301	11/02/21 POLICE-VEHICLE MAINTINANCE	Open	524.60
21-01307	11/02/21 STREETS- VEHICLE MAINTENANCE	Open	148.85
21000003	01/06/21 POLICE-VEHICLE	Open	1,920.08
21000006	01/06/21 POLICE-VEHICLE MAINTINANCE	Open	1,217.62
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			5,969.20
01027	SHORE BUSINESS SOLUTIONS		
21-01336	11/09/21 POLICE	Open	436.00
00053	SHORE REGIONAL HIGH SCHOOL		
21-00794	07/07/21 HIGH SCHOOL TAX	Open	180,818.00
00260	SODON'S ELECTRIC, INC.		
21-01273	10/20/21 STREETS-MAINTENANCE OF EQUIP.	Open	916.00
21-01310	11/02/21 B&G-MAINT. OF B & G	Open	1,076.00
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			1,992.00
02225	STAPLES ADVANTAGE		
21-01263	10/20/21 Office Supplies	Open	605.13
2585	STATE TOXICOLOGY LABORATORY		
21-01212	10/12/21 POLICE-OTHER PROFESSIONAL SERV	Open	90.00
01742	STATE TREASURER		
21-01297	11/02/21 RMC Certification Renewal	Open	50.00
2535	SUBURBAN DISPOSAL, INC.		
21-01328	11/09/21 LANDFILL TIPPING	Open	7,030.74
21-01329	11/09/21 DUMPSTERS	Open	2,358.61
21-01330	11/09/21 TRASH	Open	19,614.88
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			29,004.23
00083	T & M ASSOCIATES		
21-01360	11/12/21 ENGINEER	Open	362.73
2349	TAYLOR COMMUNICATIONS		
21-01350	11/10/21 COURT	Open	385.00
00656	TAYLOR FENCE CO., INC.		
21-01300	11/02/21 DUNES	Open	1,577.60
2438	THOMAS, SHAWN		
21-01312	11/02/21 STREETS - MATERIALS & SUPPLIES	Open	140.92
2487	UNIMAK, LLC		
21-01048	09/07/21 BEACH PAVILION	Open	7,952.05

2658	VERIZON		
21-01361	11/12/21 PHONE	Open	298.63
2291	VERIZON		
21-01362	11/12/21 FIOS	Open	93.99
00077	WEX BANK		
21-01322	11/08/21 GASOLINE	Open	5,817.06
<b>TOTAL:</b>			<b>\$405,530.33</b>

### Manual Checks

21-01344	COFONE CONSULTING GROUP		\$490.00
11/10/2021	PLAN. BOARD:PLANNER-REVIEW/ESCROW ACCT.		
21-01321	DAVID HODER ASSOCIATES		\$1,940.00
11/8/2021	PLAN. BOARD:ENGINEER REVIEW & INSPECTION/ESCROW ACCTS		
21-01286	GANNETT NJ		\$37.70
10/26/2021	PLAN. BOARD:LEGAL AD/ESCROW ACCTS.		
21-01283	GANNETT NJ		\$19.90
10/22/2021	PLAN. BOARD:LEGAL AD/ESCROW ACCT.		
21-01318	NJ DEPARTMENT OF HEALTH		\$3.60
11/8/2021	MONTHLY DOG LICENSE FEE/OCTOBER		
21-01261	NJ DEPARTMENT OF TRANSPORTATION		\$1,580.00
10/19/2021	HWY. OCCUPANCY PERMIT FEE/SEWER LATERAL		
21-01262	NJ DEPARTMENT OF TRANSPORTATION		\$3,000.00
10/19/2021	ESCROW FEE/SEWER LATERAL		
<b>TOTAL:</b>			<b>\$7,071.20</b>

**GRAND TOTAL: \$412,601.53**