

**RESOLUTION NO. 159-2021**  
**APPROVING THE LEASE BETWEEN THE BOROUGH OF SEA BRIGHT  
AND THE SEA BRIGHT EMERGENCY SERVICES SQUAD  
FOR ONE AMBULANCE AND ONE SUV**

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

**WHEREAS**, the Sea Bright Emergency Services Squad possesses title and ownership of one 2010 Ford E-450, VIN:1FDXE-4FP9A-DA275-23 ("Ford") and one, 2013 Dodge Durango, VIN: 1C4RD-JAG0D-C6603-01("Dodge"); and

**WHEREAS**, the Sea Bright Emergency Services Squad's insurance does not insure drivers under the age of 21 years old; and

**WHEREAS**, members of the Sea Bright Emergency Services Squad, and Sea Bright Beach Patrol have members under the age of 21 years old that may need to operate both vehicles; and

**WHEREAS**, the Borough of Sea Bright's Joint Insurance Fund (JIF) insurance plan insures drivers ages 18 years old and older; and

**WHEREAS**, the Borough of Sea Bright and the Sea Bright Emergency Services Squad has agreed to enter into a Lease agreement (attached hereto); and

**WHEREAS**, the Borough of Sea Bright will lease both vehicles from the Sea Bright Emergency Services Squad for \$1.00 each and insure it through the Borough's JIF plan to insure drivers ages 18 and older; and

**WHEREAS**, all fuel, maintenance, vehicle repairs and upkeep will continue to be provided by Sea Bright Emergency Services Squad.

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Sea Bright, County of Monmouth and State of New Jersey that the Borough Council approves the Lease Agreement between the Borough of Sea Bright and the Sea Bright Emergency Services Squad for the Ford and Dodge vehicles aforementioned for a cost of \$1.00 each per year.

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

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

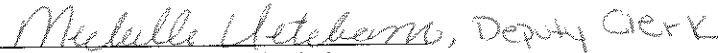
1. Borough Fire Chief
2. First Aid Captain
3. Finance Manager

<b>Roll Call:</b>	Birdsall,	Booker,	Catalano,	Keeler,	Lamia,	Leckstein
	Absent	Yes	Yes	Yes	Yes	Yes

September 21, 2021

**Certification**

I, Christine Pfeiffer, Borough Clerk, do hereby certify the foregoing is a Resolution adopted by the Borough of Sea Bright, in the County of Monmouth, State of New Jersey, at a Council Meeting held on September 21, 2021.

  
Christine Pfeiffer, Borough Clerk

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** (this "Agreement"), made as of October 1, 2021, by and between **THE SEA BRIGHT EMERGENCY MEDICAL SERVICES SQUAD** ("EMS")(Owner), a 501 C-3 volunteer organization located at 1099 Ocean Avenue, Sea Bright, New Jersey 07760 and the **BOROUGH OF SEA BRIGHT**, a New Jersey municipality having an address at 1099 Ocean Avenue, Sea Bright, NJ 07760 ("Borough");

### WITNESSETH:

**WHEREAS**, Owner possesses title and control over one 2010 Ford E-450, VIN:1FDXE-4FP9A-DA275-23 ("Ford") and;

**WHEREAS**, Owner possesses title and control over one 2013 Dodge Durango, VIN: 1C4RD-JAG0D-C6603-01("Dodge"); and

**WHEREAS**, the Borough wishes to lease both vehicles from Owner, for the amount of \$1.00 each per year, and insure both vehicles under the Borough's Joint Insurance Fund Plan.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby **AGREE** as follows:

1. *License:* Owner hereby leases to the Borough both the Ford and Dodge vehicles;
2. *Term:* The License shall commence on October 1, 2021 and end September 30, 2022.
3. *Renewal Option.* Should either party wish to renew the lease for an additional year, it must give the other party 30 days' notice before the termination of the lease.
4. *Consideration:* The Borough agrees to compensate Owner in the amount of \$1.00 per year each for every year that the Borough leases both vehicles from Owner.
5. *Insurance:* The Borough agrees to fully insure the Ford and Dodge vehicles through the Borough's Joint Insurance Fund Plan throughout the duration of the lease agreement.
6. *Maintenance:* All fuel costs, maintenance and vehicle repairs will be at the Owner's expense.
7. *Entire Agreement:* This document constitutes the entire agreement between Owner and Borough with respect to the leasing of the two vehicles herein and shall not be altered or modified hereafter except by written agreement signed by both Parties.
8. *Counterparts:* This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. A copy or facsimile of a Party's signature shall have the same effect as an original.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement effective as of the date first above written.

**SEA BRIGHT EMERGENCY MEDICAL SERVICES SQUAD**

Attest:

\_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_

Name:  
Title:

Attest:

\_\_\_\_\_  
Name: Christine Pfeiffer  
Title: Borough Clerk

By: \_\_\_\_\_

Name: Brian Kelly  
Title: Mayor

**BOROUGH OF SEA BRIGHT**