

RESOLUTION NO 2021-77

RESOLUTION AUTHORIZING REFUNDS

BE IT RESOLVED, by the Mayor and Borough Council that the following refunds are hereby authorized upon certification by the Chief Financial Officer to the following:

1. Chef's International
62 Broadway
Point Pleasant, NJ 08742
Overpayment on Tourism fee for 2 businesses \$200

2. Planning & Zoning Board Escrow refunds:

<u>NAME</u>	<u>PROPERTY ADDRESS</u>	<u>MAILING ADDRESS</u>	<u>REFUND AMOUNT</u>
BELMAR 501 LLC	501 MAIN STREET	89 WILLSHIRE DRIVE, TINTON FALLS, NJ 07724	3,584.66
WEST, LARRY	500 13TH AVENUE	1209 D STREET, BELMAR, NJ 07719	75.00
GERALD & LYNN HUNTINGTON	201 THIRD AVENUE UNIT 6A	PO BOX 112, WICATUNK, NJ 07765	470.00
KENDRICK, NANCY & JOHN	601 15TH AVENUE	26 OLD SOUTH HIGHLAND AVE, PEARL RIVER, NY 10965	350.00
GILMARTIN- LEMOULT, JANINE	700 SOUTH LAKE DRIVE	SAME	500.00
MULLIGAN, MARTIN & CHAMBERLIN, LINDA	56 INLET TERRACE	22 EAST END AVENUE, NEPTUNE, NJ 07753	164.00
ROPER, J.A & E.A,R.R& ROBINSON,J.E.	406 9TH AVENUE	720 SOUTH JAMES STREET, ROME, NY 13440	438.00
FIRST BAPTIST CHURCH	410 9TH AVENUE	PO BOX 211, BELMAR, NJ 07719	358.00
BONANNO, JEAN	103 17TH AVENUE	1007 OCEAN AVENUE, BELMAR NJ 07719	362.00
606 16TH AVENUE LAND TRUST	606 16TH AVENUE	PO BOX 6209, LAWRENCEVILLE, NJ 08648	566.00
606 16TH AVENUE LAND TRUST	606 16TH AVENUE		72.00
SCHUTZBANK, MARC & MERYL	103 12TH AVENUE	28 VANCLEVE ROAD, MANALAPAN, NJ 07726	438.00
CHAMBERLIN, LINDA	303 FIFTH AVENUE	22 EAST END AVENUE, NEPTUNE, NJ 07753	550.00
TRAMONTANO, FRANK & PAULA	217 14TH AVENUE	18 WOLVERINE STATE, STATEN ISLAND, NY 10306	454.00
KIRSCH, BENJAMIN	99 13TH AVENUE	P.O.Box 611 Howell,New jersey 07731	478.00
MEIER, KARL & TERESA	216 NINTTH AVENUE	42 WOOD ROAD, MORRISTOWN, NJ 07960	454.00
LAURETTE ASSOCIATES	605 11TH AVENUE	PO BOX 19, BELMAR, NJ 07719	270.00

offered the above resolution and moved its adoption. Seconded by and adopted by the following vote on roll call:

Council Members:	AYES	NAYS	ABSTAIN	ABSENT
Mayor Walsifer				
Mr. Brennan				
Mr. McCracken				
Mr. Carvelli				
Ms. Wann				

Adopted:

RESOLUTION 2021-78

**RESOLUTION AUTHORIZING NOTICE TO BIDDERS FOR FIFTH AVENUE
CONCESSION/RESTAURANT ON BELMAR BOARDWALK**

WHEREAS, the Borough of Belmar has determined that the Fifth Avenue Pavilion north end, hereafter referred to as “the property”, on the Boardwalk is not needed for public use and is not otherwise dedicated or restricted pursuant to law.

BE IT RESOLVED, the Borough Clerk is hereby authorized and directed by the Mayor and Council to advertise for bids to lease said Property upon the following terms and conditions:

North end of the 5th Avenue Pavilion having a total square footage of approximately 1,300 square feet. Bidders shall make their highest and best offer by way of sealed bid, the minimum bid for this lease is \$40,000 for the term of the lease due upon signing of the lease. A bid deposit of \$4,000.00 is required to be submitted with the sealed bid in the form of certified check or money order payable to the Borough of Belmar. The Lease will be awarded to the highest bidder.

The property is leased in as is condition with the successful bidder responsible for fit out. A video walkthrough of the unit can be provided by requesting it from the Municipal Clerk.

The lease is for a term of May 1, 2021 to October 31, 2021.

The Mayor and Borough Council reserve the right to reject all bids.

The successful bidder shall be required to execute the form of lease available from the Borough Clerk during Borough business hours, the terms and conditions of said lease being incorporated in this Resolution and Notice to Bidders as if set forth fully herein.

BE IT FURTHER RESOLVED, that the advertisement for bids shall conform to the requirements of N.J.S.A. 40A:12-14(a) by the insertion of the Notice to Bidders in the Asbury Park Press for publication on March 18, 2021 and March 25, 2021; and

BE IT FURTHER RESOLVED, that sealed bids shall be submitted to the Municipal Clerk by April 1, 2021, 601 Main Street, Belmar, New Jersey, at 11:00 a.m. The bids will be opened publicly; and

BE IT FURTHER RESOLVED, that the Borough Council shall accept or reject the bid or bids no later than the regular meeting of the Borough Council scheduled for April 6, 2021 otherwise said bids shall be deemed to have been rejected.

offered the above resolution and moved its adoption. Seconded by adopted by the following vote on roll call:

Council Members:	AYES	NAYS	ABSTAIN	ABSENT
Mayor Walsifer				
Mr. Brennan				
Mr. McCracken				
Mr. Carvelli				
Ms. Wann				

Adopted:

RESOLUTION NO. 2021-79

**RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF
BELMAR, COUNTY OF MONMOUTH, STATE OF NEW JERSEY,
REJECTING THE SOLE PROPOSAL SUBMITTED FOR EMERGENCY
MEDICAL SERVICES**

WHEREAS, the Mayor and Council of the Borough of Belmar, County of Monmouth, State of New Jersey (hereinafter referred to as “Borough”) has solicited proposals on a competitive contract basis for provision of Emergency Medical Services; and

WHEREAS, the proposals have been solicited pursuant to the provisions of N.J.S.A. 40A:11-1 et. seq.; and

WHEREAS, only one bid proposal has been received; and

WHEREAS, the Mayor and Council believe that it is not in the best interest of the Borough, taxpayers, and present residents to accept the sole proposal submitted; and

NOW THEREFORE, BE IT RESOLVED, on this ____ day of March, 2021 that the Mayor and Council of the Borough of Belmar, County of Monmouth, State of New Jersey as follows:

1. In the accordance with the aforementioned Statutory Authority Belmar hereby rejects the sole bid submitted for the potential provision of Emergency Medical Services.
2. The Borough authorizes and directs the Mayor, Borough Clerk, and Borough Administrator are hereby authorized to execute any and all necessary documents in order to implement the intent of this Resolution.
3. A certified copy of this Resolution shall be forwarded by the Borough Clerk to the Business Administrator, CFO, Borough Attorney and the sole bidder.

offered the above resolution and moved its adoption. Seconded by adopted by the following vote on roll call:

Council Members:	AYES	NAYS	ABSTAIN	ABSENT
Mayor Walsifer				
Mr. Brennan				
Mr. McCracken				
Mr. Carvelli				
Ms. Wann				

Adopted:

RESOLUTION 2021-80

**RESOLUTION SUPPORTING THE NEW JERSEY
DEPARTMENT OF TRANSPORTATION ROUTE 35, CR 18
(BELMAR AVENUE/16TH STREET) TO ROUTE 71/8TH
AVENUE PROJECT**

WHEREAS, the Borough of Belmar County of Monmouth (the "**Borough**") is a public body corporate and politic of the State of New Jersey; and

WHEREAS, the New Jersey Department of Transportation (the "**NJDOT**") has proposed a project: Route 35, CR 18 (Belmar Avenue/16th Street) to Route 71/8th Avenue.

WHEREAS, the Borough has reviewed and discussed the proposed project and plans with the NJDOT; and

WHEREAS, the Borough desires to express its support of the proposed project.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the Council of the Borough of Belmar as follows:

1. The Borough expresses its support of the NJDOT's project.
2. The Borough encourages and supports NJDOT to perform the construction in an expeditious manner to protect the safety and welfare of the Borough and its residents.
3. A certified copy of this resolution be transmitted to NJDOT.

offered the above resolution and moved its adoption. Seconded by adopted by the following vote on roll call:

Council Members:	AYES	NAYS	ABSTAIN	ABSENT
Mayor Walsifer				
Mr. Brennan				
Mr. McCracken				
Mr. Carvelli				
Ms. Wann				

Adopted:

RESOLUTION 2021-81

RESOLUTION AMENDING PETTY CASH FUNDS

WHEREAS, N.J.S.A. 40A:5-21 authorizes the establishment of a Petty Cash Fund in any county or municipality by application and resolution, and,

WHEREAS, it is the desire of the Borough of Belmar of Monmouth County of the State of New Jersey to amend the petty cash fund for the Marina by increasing it from \$40 to \$60.

WHEREAS, the custodian for this fund is, Chief Financial Officer Ricardo Llanos, who is bonded for the amount of \$250,000; such custodian shall maintain records for this fund in a manner conducive to proper accounting and auditing procedures.

NOW, THEREFORE BE IT RESOLVED that the Mayor and Council hereby authorizes such action and that two copies of this resolution be filed with the Division of Local Government Services, New Jersey Department of Community Affairs for approval.

offered the above resolution and moved its adoption. Seconded by and adopted by the following vote on roll call:

Council members:	AYES	NAYS	ABSTAIN	ABSENT
Mayor Walsifer				
Mr. Carvelli				
Mr. McCracken				
Ms. Wann				
Mr. Brennan				

Adopted:

RESOLUTION NO. 2021-82

**RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF
BELMAR, COUNTY OF MONMOUTH, STATE OF NEW JERSEY,
ACCEPTING AND EXECUTION OF AN ASSET SALE AGREEMENT
WITH BELMAR FIRST AID SQUAD, INC.**

WHEREAS, the Mayor and Council of the Borough of Belmar, County of Monmouth, State of New Jersey (hereinafter referred to as “Belmar”) has been informed by the Belmar First Aid Squad, Inc. (hereinafter referred to as the “First Aid Squad”) that it intends to close its door and terminate its operations effective March 31, 2021; and

WHEREAS, the Belmar has assumed the responsibility of assuring the residents of Belmar that first aid emergency services will remain in full force and effect as of April 1, 2021; and

WHEREAS, part of that responsibility Belmar has reviewed and desires to enter into an Asset Sale Agreement (hereinafter referred to as the “Agreement”) with the First Aid Squad, which calls for payment by Belmar to the First Aid Squad of \$185,500.00; and

WHEREAS, the Purchase Price will provide for the transfer of the following equipment and vehicles to Belmar no later than March 31, 2021;

1. 2019 Ford Medix Ambulance	\$100,000.00
Plus Ferno Power Cot	\$ 25,000.00
2. 2010 Chevrolet Ambulance	\$ 1,000.00
Plus Ferno Power Cot w/o charging rail	\$ 17,000.00
3. 2017 Dodge Durango	\$ 17,500.00
Equipment and soft supplies	\$ 25,000.00

Along with the following Equipment and Soft Supplies:

3 Toughbook laptops
4 Defibrillators
2 Suction Units
3 Diagnostic Blood Pressure and Pulse Ox
2 Stair Chairs
4 Backboards
Breathable oxygen filling station with 3 various sized tanks
Soft supplies including oxygen delivery system, wound care supplies, childbirth kits, cases of band aids, roller gauze, and any miscellaneous supplies Seller has in stock as of the date of closing.

WHEREAS, the Agreement has been reviewed by Belmar, it’s professional and Administrative Staff, and has been found to be acceptable as to form and content; and

NOW THEREFORE, BE IT RESOLVED, this _____ day of March, 2021 by the Mayor and Council of the Borough of Belmar, County of Monmouth, State of New Jersey as follows:

1. The Borough accepts and authorizes execution of the Asset Sale Agreement with the Belmar First Aid Squad, Inc., a true copy of which is on file with the office of the Borough Clerk and can be reviewed during normal business hours.

2. The Borough authorizes and directs the Mayor, Borough Clerk, and Borough Administrator are hereby authorized to execute any and all necessary documents in order to implement the intent of this Resolution.

3. A certified copy of this Resolution shall be forwarded by the Borough Clerk to the following:

- (a) Honorable Mark Walsifer, Mayor;
- (b) Edward D. Kirschenbaum, Sr., Administrator;
- (c) Christine Manolio, CFO;
- (d) Ryan Dullea, Fire Official and Fire Administrator;
- (e) Jerry J. Dasti, Esquire,

offered the above resolution and moved its adoption. Seconded by and adopted by the following vote on roll call:

Council members:	AYES	NAYS	ABSTAIN	ABSENT
Mayor Walsifer				
Mr. Carvelli				
Mr. McCracken				
Ms. Wann				
Mr. Brennan				

Adopted:

ASSET SALE AGREEMENT

THIS AGREEMENT is made this ___ day of March 2021, by and between The Belmar First Aid Squad, Inc., a 501(c)3 not-for-profit corporation, with its principal office at 414 Ninth Avenue, Belmar, New Jersey (hereinafter referred to as "Seller"), and The Borough of Belmar, with its principal offices at 601 Main Street, Belmar New Jersey (hereinafter referred to as "Buyer").

WHEREAS, Seller is licensed by the New Jersey Department of Health as a Non-Volunteer Basic Life Support ("BLS") Ambulance Service (the "Business"); and

WHEREAS, Seller has determined to cease operation of the Business not later than March 31, 2021; and

WHEREAS, Seller is the owner of certain motor vehicles, including a captain's car and two BLS ambulances (collectively, the "BLS Vehicles"), and certain other EMS equipment, material and supplies used and/or stored on the BLS Vehicles in connection with the Business (collectively, the "BLS Assets") as described more specifically herein and as set forth in Schedule A hereto; and

WHEREAS, Seller wishes to sell the BLS Assets subject to the terms and conditions more fully set forth in this Agreement, and Buyer wishes to buy the BLS Assets pursuant to said terms and conditions;

NOW THEREFORE, it is agreed:

I. Identification of Assets to be Conveyed.

A. Subject to the conditions and terms set forth herein, Seller agrees to sell and Buyer agrees to buy the BLS Assets, as follows:

1. All vehicles, equipment, material and supplies listed on the attached Schedule A.

B. Seller understands and agrees that the BLS Assets do not include any other assets of the Seller that are not expressly identified in Schedule A, and hereby acknowledges and agrees that the following assets and other property and possessions of the Seller are expressly excluded from the sale:

1. Seller's other vehicles, vessels, equipment, material and supplies;
2. Seller's real estate;
2. Seller's accounts receivable and other financial assets;
3. Seller's fixtures, furniture; equipment; and the personal items of its members;
4. Seller's files and records, including patient records, relating to the past operation of the business; and
5. Seller's good will in connection with the operation of the Business;

II. Purchase Price and Terms.

The purchase price for the BLS Assets shall be **One Hundred and Eighty-Five Thousand and Five Hundred Dollars (\$185,500)**(the "Purchase Price"), and the Seller and Buyer mutually agree that a fair and reasonable allocation of the Purchase Price is as follows:

2019 Ford Medix Ambulance	\$100,000.00
Plus Ferno Power Cot	25,000.00
2010 Chevrolet Ambulance	1,000.00
Plus Ferno Power Cot w/o charging rail	17,000.00
2017 Dodge Durango	17,500.00
Equipment and soft supplies	25,000.00
 TOTAL	 \$185,500.00

Seller and Buyer agree that the payment of the Purchase Price, subject to any adjustments to which the Seller and Buyer may agree in advance in writing, shall be made in the form of a bank check payable to wire transfer to the trust account of Seller's attorney, Pringle Quinn Anzano, P.C., not later than 3:00 p.m. on March 29, 2021, which funds shall be held in escrow by Pringle Quinn Anzano, P.C. pursuant to the terms hereof.

III. Opportunity for Inspection, Re-Lettering of Vehicles, Closing in Escrow, Transfer of Title, Delivery of Possession of Vehicles, Risk of Loss and Prorations.

- A. Subject to the receipt of ~~the bank check funds by wire~~ by Seller's attorney in the amount of the Purchase Price, the Seller shall:
- a. Allow the Buyer to make the BLS Vehicles available for inspection by representatives of the State of New Jersey in the Seller's parking lot at 414 Ninth Avenue, Belmar at a mutually agreeable time during normal business hours on a date prior to the Closing; provided, that Buyer shall provide Seller with notice at least one day in advance of the date and time of the inspection;
 - b. Cooperate with employees of the Buyer to facilitate the transfer to Buyer ~~between~~ at a mutually agreeable time on or after March 30, 2021 at the Seller's building at 414 Ninth Avenue, Belmar of the soft supplies included on Schedule A, and the oxygen cascade system. The Buyer understands and agrees that its employees will need a truck with a hydraulic lift gate to transport the oxygen cascade system.
- B. The closing hereof shall take place in escrow on March 31, 2021, at 9:00 a.m. (the "Time of Closing" or "Closing"), at the law offices of Pringle Quinn Anzano, Belmar, New Jersey, at which time the Buyer shall deliver to the Buyer's attorney, Jerry Dasti, Esquire, or his designee, a Bill of Sale and all other documents necessary to fully perform the obligations of Seller hereunder, and to enable the Buyer to accomplish the transfer of title and registration of the BLS Vehicles, and to assure the validity of the sale to Buyer. Seller agrees that the Buyer shall be authorized and allowed immediately following the ~~e~~Closing to take all necessary action, at its sole expense, to cause the Motor Vehicle Commission ("MVC") to transfer the title to the BLS Vehicles from Seller to Buyer, and to register the BLS Vehicles in the name of Buyer; provided, that at the time of closing, Buyer's attorney or designee shall provide Seller's counsel with satisfactory proof of insurance covering Seller's liability and risk of loss in connection with damage to or use of the BLS Vehicles by Seller between the Time of Closing and midnight on March 31, 2021. Seller agrees to deliver to Buyer's counsel receipts from the MVC acknowledging the surrender of the Seller's license plates promptly after the BLS Vehicles

have been registered in the name of the Buyer. The parties agree that effective at midnight on March 31, 2021, when the Seller ceases operation of the Business, the escrowed Purchase Price funds being held in the attorney trust account of ~~escrow~~ by Seller's attorney shall be deemed to be released from escrow without further action by either party.

- C. It is hereby acknowledged and agreed that subject to the satisfaction of all other terms of this Agreement, the transfer of title to and possession of the BLS Vehicles and Assets from Seller to Buyer shall be effective at midnight on March 31, 2021, without further action by the parties, and without regard to when the transfers of the titles and the registrations of the BLS Vehicles in the name of the Buyer are effectuated. Seller agrees ~~immediately after midnight on March 31, 2021~~ to take appropriate steps immediately after midnight on March 31, 2021 to alter any remaining signage on the exterior of the BLS Vehicles to make clear that the Seller no longer owns or is operating the said vehicles.
- D. Buyer and Seller understand and agree that after the transfer of the title to BLS Vehicles by the MVC, all risk of loss to the BLS Vehicles and other BLS Assets, and all obligations and liability of whatever sort or nature arising from the operation of the BLS Vehicles shall be that of Buyer, and that all of the same arising on and before the said transfer of the title by the MVC shall be that of Seller. The Buyer and Seller further understand and agree that notwithstanding the transfer of title to the BLS Vehicles by the MVC following the Closing on March 31, 2021, the Seller shall continue to be liable for any loss arising from their operation of the Business until midnight on March 31, 2021, when the responsibility for providing Basic Life Support services shall be taken over by the Buyer. Except to the extent the parties shall mutually agree otherwise in writing, Buyer and Seller will respectively hold the other harmless therefrom.
- E. Buyer and Seller agree that following the payment by the Buyer of the Purchase Price into escrow with Seller's counsel, and upon reasonable advance notice, and provided that the BLS Vehicles are not in active service at the proposed time, the Seller shall allow the Buyer, at its sole cost, to make the BLS Vehicles available in the parking lot at 414 Ninth Avenue, Belmar, or at such other mutually agreeable location if weather requires, so that the signage on the exterior of the BLS Vehicles can be altered to replace the Seller's identification and logos with those of the Buyer in advance of the inspections and Closing; provided, that the parties agree that the signage reflecting the Seller's DOT Registration

Number on the BLS Vehicles will not be changed until after the Seller ceases operating the Business at midnight on March 31, 2021. -

IV. Default.

The occurrence of one or more of the following events or conditions, if not cured by either party within five (5) business days of receiving written notice of same from Seller, shall constitute an event of default by that party:

A. Failure to make any payment or payments or failure to fully perform any of the obligations, covenants or liabilities contained or referred to herein.

V. Remedies.

Upon the occurrence of any one or more events of default, the non-defaulting party shall be entitled to take whatever action at either law or in equity that it may deem appropriate to enforce the terms of this Agreement, including the remedy of specific performance.

VI. Representations and Warranties of Seller.

To induce Buyer to enter into this Agreement, Seller represents and warrants to Buyer as follows:

A. Corporate Organization. Seller is a New Jersey not for profit corporation duly organized, validly existing and in good standing under the laws of the State of New Jersey and is duly authorized under its certificate of incorporation and applicable laws to engage in the business conducted by it.

B. Due Authorization. The execution and delivery of this Agreement by Seller, the sale and transfer of the transferred Assets and the performance by Seller of its obligations and undertakings hereunder have been duly authorized and approved by all requisite corporate action. The execution of this Agreement and the consummation of the transaction contemplated hereby do not and, as of the Closing, will not (with or without the giving of notice or the passage of time or both) contravene, permit the termination of or violate the provisions of any contract, arrangement or instrument to which the Seller is a party or by which it is bound, or, of any order, decree, judgment, regulation or law of any court or governmental body having jurisdiction over Seller or

the transferred Assets.

C. Execution and Enforceability. This Agreement and the other agreements to which Seller is a party pursuant to this Agreement have been duly executed and delivered by, and constitute the valid and binding obligations of, Seller enforceable against it in accordance with their respective terms.

D. Title to the Assets. Seller has good and marketable title to the BLS Assets, free and clear of all liens, assignments, claims, mortgages, encumbrances, charges or security interests of any kind or nature.

E. Litigation. There are no claims, actions, suits, or proceedings pending, or to the best knowledge of Seller, threatened against or affecting Seller which would materially and adversely affect the conduct of the Business or any of the BLS Assets; and Seller is aware of no facts which, with the giving of notice, the passage of time, or both, would result in any such material adverse effect. Buyer acknowledges that it is aware of the only litigation matter to which the Seller is a party.

VII. Representations and Warranties of Buyer.

To induce Seller to enter into this Agreement, Buyer represents and warrants to Seller as follows as to any corporation to which it may assign its rights pursuant to this Agreement:

A. Organization. The Buyer is, duly organized, validly existing municipality and in good standing under the laws of the State of New Jersey.

B. Authorization of Agreement. This Agreement, the execution and delivery hereof by Buyer, the payment of the Purchase Price as herein provided and the performance by Buyer of its obligations and undertakings hereunder have been duly authorized and approved by all requisite municipal action.

C. Execution and Enforceability. This Agreement and the other agreements to which Buyer is a party pursuant to this Agreement, have been duly executed and delivered by, and constitute the valid and binding obligations of Buyer, enforceable against it in accordance with their respective terms except to the extent such enforcement may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization or similar laws or equitable principles relating to or limiting creditors' rights generally.

VIII. Right of Inspection; All Assets Sold in As-Is Condition.

Buyer understands and agrees that Seller is selling the BLS Assets on Schedule A hereto in "As-Is" condition, and that Seller makes no representation or warranty regarding the condition of same. Buyer further understands and agrees that Seller has made no representation regarding the assets and that Buyer is not relying upon any oral or written representation or statement of Seller, its officers, agents or employees in either oral or written form, regarding the BLS Assets or the profitability or potential profitability of the Business, in entering into this Agreement.

IX. Expenses.

Each of the parties hereto shall bear all expenses incurred by it in connection with this Agreement and in the consummation of the transactions contemplated hereby and in preparation therefor.

X. Litigation.

Any suit or action arising out of, related to, or in connection with this Agreement, or any instrument or document executed pursuant thereto, shall be filed and maintained in Monmouth County, New Jersey, or such other jurisdiction as to which Seller may expressly agree in writing. Buyer and Seller hereby irrevocably authorize and direct the judge in any court other than one situated in Monmouth County, New Jersey, to promptly dismiss any such suit or action, with prejudice and at plaintiff's costs, unless the parties shall have mutually consented in writing to the venue of the suit or action.

This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of New Jersey, without regard to conflicts of laws principles.

XI. Headings.

The headings of each article are for the convenience of the parties only, are not part of this Agreement, and shall not be considered when interpreting or enforcing the terms of this Agreement.

XII. Benefit of Agreement.

This agreement shall be binding upon and shall inure to the benefit of the parties, their successors and/or their permitted assigns.

XIII. Entire Agreement.

This instrument constitutes the entire Agreement between Buyer and Seller. This Agreement shall be binding when signed by an authorized agent of each party and may be executed in one or more counterparts, all of which shall constitute one original. The terms of this Agreement may be altered only by a writing signed by Buyer and Seller.

XIV. Notices.

All notices required, permitted or appropriate hereunder must be in writing and served upon the respective parties by personal delivery, overnight courier with signature receipt required, facsimile transmission ("fax"), electronic mail or by certified mail, return receipt requested, to the party being noticed as follows:

If to the Seller:

The Belmar First Aid Squad, Inc.,
414 Ninth Avenue
Belmar, NJ 07719

With a copy thereof to:

Kenneth E. Pringle, Esq.
Pringle Quinn Anzano, PC
701 Seventh Avenue
Belmar, NJ 07719
kpringle@pringle-quinn.com

If to the Buyer:

The Borough of Belmar
601 Main Street
Belmar, NJ 07719

With a copy thereof to:

Jerry J. Dasti, Esq.
Dasti Murphy McGuckin Ulaky Koutsouris & Connors

620 West Lacey Road
Forked River, New Jersey 08731
JDasti@dmmlawfirm.com

XV. Survival of Agreement.

This Agreement shall survive the Closing and shall remain in full force and effect until all of Buyer's and Seller's obligations hereunder are completed in their entirety.

XVI. Severability.

Seller and Buyer agree that if any provision of this Agreement is capable of two constructions, one of which would render the provision illegal or otherwise voidable or unenforceable and the other of which would render the provision valid and enforceable, such provision shall have the meaning which renders it valid and enforceable. The language of all provisions of this Agreement shall be construed simply according to its fair meaning and not strictly against Buyer or Seller. It is the desire and intent of Buyer and Seller that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies in force. If any provision is nonetheless held to be void or unenforceable, all of the others shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement as of the day and year first above written.

ATTEST:

BUYER: The Borough of Belmar

BY: _____

ATTEST:

SELLER: Belmar First Aid Squad, Inc.

Secretary

BY: _____

**SALE OF ASSETS AGREEMENT
SCHEDULE A**

2019 Ford Medix Ambulance with power cot
2010 Chevrolet Ambulance with power cot
2017 Dodge Durango

The following Equipment and soft supplies:

- 3 Toughbook laptops
- 4 Defibrillators
- 2 Suction Units
- 3 Diagnostic Blood Pressure and Pulse Ox
- 2 Stair Chairs
- 4 Backboards
- Breathable oxygen filling station with 3 various sized tanks
- Soft supplies including oxygen delivery system, wound care supplies, childbirth kits, cases of band aids, roller gauze, and any miscellaneous supplies Seller has in stock as of the date of closing.