

Proclamation

52nd ANNUAL PROFESSIONAL MUNICIPAL CLERKS WEEK

May 2 - May 8, 2021

Whereas, The Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

Whereas, The Office of the Professional Municipal Clerk is the oldest among public servants, and

Whereas, The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

Whereas, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

Whereas, The Professional Municipal Clerk serves as the information center on functions of local government and community.

Whereas, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.

Whereas, It is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

Now, Therefore, I, Mark Walsifer, Mayor of the Borough of Belmar, do recognize the week of May 2 through May 8, 2021, as Professional Municipal Clerks Week, and further extend appreciation to our Professional Municipal Clerk, April Claudio and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Dated this 4th day of May, 2021

Mayor Mark Walsifer

Attest: _____

RESOLUTION NO 2021-107

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. John Kelly Mechanical
932 Fourth Avenue
Neptune, NJ 07753
1006 14th Avenue Street Opening Deposit \$500

2. Monetti Custom Homes
651 Oceanview Road
Brielle, NJ 08730
201 South Lake Drive Street Opening Deposit \$500

3. Attached Zoning & Planning Board List

4. Mark Woszczak Mechanical
1700 Atlantic Avenue
Manasquan, NJ 08736
Off Duty Police Overpayment \$70

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
Mr. Brennan				
Mr. Carvelli				
Mr. McCracken				
Ms. Wann				
Mayor Walsifer				

Adopted:

	<u>NAME</u>	<u>PROPERTY ADDRESS</u>	<u>MAILING ADDRESS</u>	<u>AMOUNT</u>
zb1602	MARINO, ANTHONY & LISA	414 7th Ave	SAME	470.00
ZB1604	FLETCHER, JOHN G. & MARIA	204A 17th Ave	SAME	454.00
ZB1605	ALONSO-ARPAIA, ELIZABETH	108 8th Ave	SAME	286.00
ZB1606	WILLEY, JEFF	414 10th Ave	SAME	422.00
zb1607	308 NINTH AVENUE LLC C/O SETTINO, J.	308 9th Ave	SAME	390.00
ZB1612	ISCARO, JOSEPHINE & JOSEPH JR	1709 River Road	1 Timber Lane, Randolph, NJ 07869	542.00
zb1614	GRADER, STU & ELLEN	1303 E Street	SAME	242.75
ZB1617	VALENTE, NICHOLAS & DEBORAH	5 Ocean Ave #1A	SAME	230.00
ZB1622	SHERWOOD TRUST: CYNTHIA A., TRUSTEE	310 11th Ave	SAME	345.00
ZB1623	RICCIO, MARTIN/SPROUT HEALTH	300 10th Ave	SAME	750.00
ZB1704	MARTINEZ, J & NOCOLAY, B.	316 4th Ave	SAME	417.00
ZB1707	VAN SADERS, RONALD & SHARON	903 Ocean Ave Unit 4	SAME	354.00
ZB1710	SUCHOWIECKI, WALTER & BETTY ANNE	1102 E Street	SAME	408.00
ZB1711	OLIVER, GEORGE & NANCY J.	1901 Surf Ave	128 Orton Road, West Caldwell, NJ 07006	390.00
ZB1712	PINO, FRANK	215 14th Ave	33 Harvey Road, Cream Ridge, NJ 08514	237.00
ZB1713	DUFFY, COLLEEN & DAOLLA, DAVID	88 Inlet Terrace	SAME	336.00
ZB1715	SPERRAZZA, MICHAEL & DENISE	1900 B Street	SAME	444.00
ZB1719	DAHROUGE, TONI	109 8th Ave	SAME	93.00
ZB1721	KONONOV, Y & S L & EDELMAN, N & H S	201 12th Ave	68-1785 Melia St. Apt 213, Waikoloa, HI 96738	0.00
ZB1722	DAOLIA, MARK	603 9th Ave	1852 Portsmouth Way, Union, NJ 07083	408.00

RESOLUTION 2021-108

RESOLUTION AUTHORIZING THE BOROUGH OF BELMAR TO PARTICIPATE IN INTRA-COUNTY MUTUAL AID AND ASSISTANCE AGREEMENTS WITH PARTICIPATING UNITS IN THE COUNTY OF MONMOUTH

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et. Seq., (“Act”) provides that any local governmental unit may enter into a contract with any other local governmental unit to provide or receive any service that each local unit is empowered to provide or receive within its own jurisdiction; and

WHEREAS, mutual aid and assistance agreements between municipalities, counties, law enforcement agencies, police, emergency medical service, fire departments, fire companies, or EMS organizations and fire departments situated in fire districts operated by a Board of Fire Commissioners, are permitted pursuant to N.J.S.A. 40A: 14-26 and 40A: 14-156.1; and

WHEREAS, the President in Homeland Security Directive (HSPD-5), directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System (“NIMS”), which would provide a consistent nationwide approach to Federal, State, local and tribal governments to work together more effectively and efficiently to prevent, prepare for, respond to and recover from domestic incidents, regardless of cause, size or complexity; and

WHEREAS, “The New Jersey Civilian Defense and Disaster Control Act” App.A9-33 et. seq., provides for the health, safety and welfare of the people of the State of New Jersey during any emergency by centralizing control of all civilian activities having to do with such emergency giving the Governor control over the resources of each and every political subdivision to cope with any condition that shall arise out of such emergency; and

WHEREAS, The Director of the Division of Fire Safety in the Department of Community Affairs promulgated rules in accordance with the “Fire Service Resource Emergency Deployment Act,” N.J.A.C. 52:14E-11 et. seq., commonly referred to as the “Fire Service Resource Emergency Deployment Regulations” N.J.A.C. 5:75A et. seq.; and

WHEREAS, the Mayor and Council deem it to be in the best interests of the Borough of Belmar to enter into Mutual Aid and Assistance Agreements with governmental entities throughout Monmouth County and all of their departments, authorities, boards, commissions and other functions under the auspices of each participating governmental entity including but not limited to, law enforcement, public works, emergency medical services, emergency management, human services, hazardous materials response units technical or special operations teams, Community Emergency Response Team (“CERT”) members, Medical Reserve Corps (“MRC”) members or other volunteers and other jurisdictions defined “local governments” in the Homeland Security Act of 2002; and

WHEREAS, N.J.S.A. 40A: 14-26 AND 156.1 et seq. has authorized interjurisdictional mutual aid; and

WHEREAS, the Mayor and Council of the Borough of Belmar and the Participating Units recognize the benefit of entering into an Agreement for mutual aid and assistance with each other to protect against loss, damage or destruction by fire, civil unrest, hazardous material, major criminal or emergency events, natural and man-made disaster or catastrophe and to address those situations when additional aid and assistance is needed to protect the best interests of the persons and property of each individual jurisdiction.

NOW, THEREFORE, BE IT RESOLVED that the Intra-County Mutual Aid and Assistance Agreements between the Borough of Belmar and Participating Units be and are hereby accepted.

BE IT FURTHER RESOLVED that the Belmar Mayor, Business Administrator and OEM Coordinator are authorized to execute the Intra-County Mutual Aid and Assistance Agreements once they have been authorized and executed by each Participating Unit.

BE IT FURTHER RESOLVED that the Belmar Business Administrator will forward a certified true copy of this resolution to the Monmouth County Sheriff; Office of Emergency Management Coordinator.

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
Mr. Brennan				
Mr. Carvelli				
Mr. McCracken				
Ms. Wann				
Mayor Walsifer				

Adopted:

EMERGENCY INTRACOUNTY MUTUAL AID AND ASSISTANCE AGREEMENT BETWEEN PARTICIPATING UNITS

THIS AGREEMENT is made between the parties set forth on Schedule A (attached hereto) all of which are governmental entities within Monmouth County, New Jersey and all of its departments, authorities, boards, commissions and other functions under the auspices of the governmental entity including, but not limited to, law enforcement, public works, emergency services, emergency management, human services, hazardous materials responses units/technical or special operations teams, Community Emergency Response Team (CERT) members, Medical Reserve Corps (MRC) members or other volunteers and other jurisdictions defined as "local governments" in the Homeland Security Act of 2002. Hereinafter the parties may be referred to as "Participating Units", "Requesting Units" or "Responding Units".

WHEREAS, the President in Homeland Security Directive (HSPD - 5), directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System (NIMS), which would provide a consistent nationwide approach to Federal, State, local and tribal governments to work together more effectively and efficiently to prevent, prepare for, respond to and recover from domestic incidents, regardless of cause, size or complexity; and

WHEREAS, "The New Jersey Civilian Defense and Disaster Control Act" App.A9-33 et. seq, provides for the health, safety and welfare of the people of the State of New Jersey during any emergency by centralizing control of all civilian activities having to do with such emergency giving the Governor control over the resources of each and every political subdivision to cope with any condition that shall arise out of such emergency; and

WHEREAS, the State of New Jersey adopted the "Fire Service Resource Emergency Deployment Act," N.J.S.A. 52:14E-11 et. seq., to establish a mechanism for the coordination of fire service resources throughout the State to facilitate a quick and efficient response to any emergency incident or situation that requires the immediate deployment of those resources in order to protect life and property from the danger or destruction of fire, explosion or other disaster; and

WHEREAS, the Director of the Division of Fire Safety in the Department of Community Affairs promulgated rules commonly referred to as the "Fire Service Resource Emergency Deployment Regulations" N.J.A.C. 5:75A et. seq, and N.J.A.C. 5:75 A-2.2 specifically requires each municipality or fire district to adopt a local fire mutual aid plan; and

WHEREAS, N.J.S.A. 40A: 14-26 and 156.1 et seq has authorized interjurisdictional mutual aid; and

WHEREAS, an emergency responder is defined as anyone employed by, contracted to provide services to or otherwise affiliated with the Participating Units and possessing special skills, qualifications, training, knowledge and experience beneficial to the mitigation of disaster situations; An emergency responder includes, but is in no way limited to, the following: hazardous materials response officials, law enforcement officers, fire fighters, emergency medical services personnel, physicians, nurses, other public health personnel, emergency management personnel, public works personnel, those persons with specialized equipment operations skills or training or any other skills needed to provide aid in a declared emergency.

WHEREAS, the Participating Units recognize the benefit of entering into an agreement for mutual aid and assistance with each other to protect against loss, damage or destruction by fire, civil unrest, hazardous material, major criminal or emergency events, natural and man-made

disaster or catastrophe and to address those situations when additional aid and assistance is needed to protect the best interests of the persons and property in each individual jurisdiction.

WHEREAS, on November 14th, 2013, the County of Monmouth became a participant in the Statewide Inter-County Mutual Aid and Assistance Agreement.

WITNESSETH:

In consideration of the mutual benefits and covenants contained in this agreement, the Participating Units respectively agree as follows:

1. **Mutual Aid and Assistance.** Upon the request as provided herein, the Participating Units shall provide mutual aid and assistance to each other. Mutual Aid and Assistance shall include the following:
 - a. Rendering of aid and assistance, including pre-established immediate response or other support, i.e. providing sheltering of the Requesting Units population, by one or more Participating Units to an emergency scene under the control and/or jurisdiction of another Participating Unit, said emergency may include but not to be limited to fire, civil unrest, hazardous material, major criminal or emergency events, natural and man-made disaster or catastrophe affecting the environment.
 - b. Rendering of aid and assistance by one or more Participating Units to another Participating Unit to serve as supplemental reserve protection in the Requesting Unit's jurisdiction while the Requesting Unit is on an emergency call and/or otherwise currently unable to address the emergency service needs in its jurisdiction.
 - c. Participating in training exercises with other participating units, where the purpose of such training exercises is to coordinate and prepare for fire, civil unrest, hazardous material, major emergency, natural disaster, environmental disaster and/or other emergency situations that are a threat to life or property.
2. **Requests for Mutual Aid and Assistance.**
 - a. Each Participating Unit within the applicable Annexes or Emergency Support Functions of their Emergency Operations Plan shall address mutual assistance to the levels they deem acceptable when measured against potential risks and shall be based on available resources at the time a request is made. Said information shall be updated with the quadrennial submission of said Emergency Operations Plan or on a more frequent basis as needed to the Monmouth County Office of Emergency Management.
 - i. All Local Fire Mutual Aid Plans shall be in compliance with the New Jersey Fire Service Emergency Deployment Rules N.J.A.C. 5:75A et seq, specifically N.J.A.C. 5:75A-2.2
 - ii. The County Emergency Management Coordinator, County Fire Coordinator, the County EMS Coordinator, the County Director of Public Works and Engineering or the County Prosecutor, where appropriate, will implement mutual aid provisions in accordance with the County EOP or

other response plans for agencies/jurisdiction failing to cover this in their EOP's or submitting plans as required in section 2a.

- b. Requests for mutual aid should be made by the on-scene incident commander or through the jurisdiction's emergency operations center to the Monmouth County Communications Center who will notify the Responding Unit's dispatch center.
 - i. The request to the Responding Unit shall include the following:
 1. The type and extent of services requested,
 2. The staging location,
 3. A designated communications frequency for mutual-aid units to contact the Requesting Unit for further instructions.
 - ii. The on-scene incident commander or the emergency operations center of the Requesting Unit shall formally release the Responding Unit from the incident scene once it has been determined that the Responding Unit's services are no longer needed for the incident period.
3. **Tactical Command and Authority at Emergency Scene**. The Incident Commander of the Requesting Unit shall have overall command authority of all Participating Units at the scene of the emergency. Participating Units shall operate in compliance of the State Incident Management System N.J.A.C. 5:73-1.6(b).
- a. If a Responding Unit responds to the scene of an emergency located within a jurisdiction that does not possess the capabilities of the Responding Unit, then the Responding Unit's officer in charge must coordinate with the Incident Commander of the Requesting Unit to expand incident management structure through established policies and procedures.
4. **Reimbursement of Expenses**. Any reimbursement or replacement shall not be construed as payment or consideration for making the mutual aid and assistance response but only as an effort to compensate a Responding Unit for its actual costs incurred.
- a. In the event of a federally declared disaster:
 - i. To be eligible for reimbursement by FEMA, the mutual aid assistance should have been requested by a Requesting Entity in accordance with paragraph 2; be directly related to a presidentially declared emergency or major disaster, or declared fire; used in the performance of eligible work; and the costs must be reasonable. This written agreement between Requesting Entities and Providing Entities stipulates the Providing Entity may be reimbursed through the Requesting Entity. Requesting Entities should document and claim eligible costs of the Providing Entity, pursuant to the terms and conditions of the mutual aid agreement and requirements of FEMA Policy 9523.6, on its sub grant application and agree to disburse the federal share of funds to the Providing Entity.
 - b. If consumable goods (e.g. disposable personal protection equipment, fuel, chemical substances, crowd control gases, water additives, sterilized medical equipment) are used in response to the incident by a Responding Unit at a mutual aid and assistance

response which will cause the Responding Unit to incur an expenditure to replace the same, the Requesting Unit shall replace or reimburse the Responding Unit the actual cost for the expenditure involved or pursuant to an annual cost recovery resolution adopted by the governing body of the Responding Unit, but in no case more than 110% of actual cost.

- i. In order for the Requesting Unit to repair or replace the consumed goods, the Responding Unit must submit an invoice within thirty (30) days of the event for the cost of the goods to the Requesting Unit.
- c. If equipment (e.g. aerial lift, ambulance, backhoe, excavator, generator, hazardous materials trailer, truck-mounted snow plow with truck) is used in response to the incident by a Responding Unit at a mutual aid and assistance response which will cause the Responding Unit to incur an expenditure, the Requesting Unit shall reimburse the Responding Unit the rate dictated in the FEMA Schedule of Equipment Rates or previously agreed upon actual rate. If the equipment is not included the FEMA Schedule, the Requesting and Responding units agree to determine a reasonable hourly or daily rate.
 - i. In order for the Requesting Unit to recover the cost to use the equipment, the Responding Unit must submit an invoice within thirty (30) days of the event with the length of time the equipment was used times the established rate to the Requesting Unit.
- d. If personnel (e.g. hazardous materials technician, law enforcement officer, firefighter, paramedic, or any other employee who may fall under the jurisdictions' authority) are used in response to the incident by a Responding Unit at a mutual aid and assistance response which will cause the Responding Unit to incur an expenditure, the Requesting Unit shall reimburse the Responding Unit at the median hourly rate published by the State of New Jersey's Department of Labor and Workforce Development's Occupational Employment Statistics tool or previously agreed actual rate¹ or at the hourly rate that is established by the Responding Unit's Collective Bargaining Agreement(s), applicable salary ordinance or affective pay scales and shall, when applicable, shall include all Fringe Benefits as stated in the listed document. In the event that the Responding Unit utilizes personnel that are not normally assigned to work at the time their assistance is requested (e.g. calling in off-duty personnel), the Requesting Unit shall be responsible for the additional overtime rate.
 - i. In order for the Requesting Unit to recover the cost of personnel, the Responding Unit must submit an invoice within thirty (30) days of the event with the number of hours work was performed multiplied by the median hourly rate for each personnel type to the Requesting Unit.
- e. In the event of a hazardous materials incident, the Responding Unit may directly invoice the party responsible (e.g. a chemical plant) instead of the Requesting Unit for the cost of consumable goods, equipment, and/or personnel following the aforementioned rate structure. Said invoice must be submitted to the Responsible

¹ http://lwd.dol.state.nj.us/labor/lpa/LMI_index.html

Party, and copied to the Requesting Unit, within thirty (30) days of the event. if, after ninety (90) days, the invoice remains unpaid, the Requesting Unit shall, at the request of the Responding Unit, issue a local summons pursuant to the local Spill Reimbursement Ordinance adopted as part of this agreement.

- f. This Agreement applies when there is no other mutual aid agreement between the participating parties or otherwise supersedes existing mutual aid agreements when:
 - 1) there has been an Emergency Proclamation issued for the County by the Governor, the County or City the Government authorities;
 - 2) by the activation of the State or County Emergency Operations Center to coordinate the emergency response; or,
 - 3) when an NIMS Incident Commander has been established for the emergency.
 - g. Participating Units, when possible, will be reimbursed in accordance with the Spill Compensation Control Act (N.J.A.C. 7:1E-5.3/N.J.S.A. 58:10-23.11e).
 - h. This agreement recognizes the provisions as required by New Jersey Civilian Defense & Control Act App.9-33 et seq. and specifically Emergency Medical Services N.J.S.A.26:2K-60.
5. **Limitation of Providing Mutual Aid and Assistance.** Nothing contained in this Agreement shall be construed to require a Participating Unit to make a mutual aid and assistance response if the response will leave the Participating Unit's jurisdiction without sufficient police, fire, ambulance and/or emergency protection.
 6. **Communication and Coordination.** The Emergency Management Coordinator of Monmouth shall be responsible for maintaining an update list of all contact information for all signatories.
 7. **Death or Disability.** If any member of a Participating Unit suffers injury or death at the scene of a mutual aid and assistance emergency or training exercise, the member or the member's 'designee or legal representative shall be entitled to all salary, pension rights, worker's compensation and other benefits to which the member would be entitled if injury or death occurred in the performance of duties within the jurisdiction of the Participating Unit in accordance to N.J.S.A.40A: 14-26. Said rights, benefits and compensation shall be paid by the Participating Unit and not by the Requesting Unit. Each Participating Unit shall be individually responsible for providing adequate benefits, coverage and compensation for its members.
 8. **Members Authority.** The members of each Participating Unit making a mutual aid and assistance response shall have the same powers and authority as the members of a Requesting Unit at the scene of an emergency in accordance with N.J.S.A. 40A: 14-156.2. Said members of a Participating Unit shall also have, while so acting, such rights and immunities as they would otherwise enjoy in the performance of their normal duties within their own jurisdiction.
 9. **Liability Insurance.** Each Participating Unit shall maintain adequate liability insurance, the minimum limits of which shall be \$1 million. Additionally, the Requesting Unit agrees to hold harmless and defend a Participating Unit in the event of any lawsuit arising out of such assistance. On an annual basis, all Participating Units are to provide the County Emergency Management Coordinator with a Certificate of Insurance supporting the existence of the required insurance, referencing this agreement.

10. **Indemnity**. To the fullest extent permitted by law, a Responding Participating Unit shall indemnify and hold harmless the other Participating Units, its agents, servants, officers, officials and employees, or any of them, from and against any and all claims, damages, losses, and expenses including, but not limited to, reasonable attorney's fees and other legal, arising out of or resulting from the performance or provision of services required under this Agreement, provided that same is caused in whole or part by the negligent act, error, omission, failure to act, or willful misconduct of the Responding Unit, its agents, servants, officers, officials, employees.

The Unit shall submit a report to all other Participating Units within forty-eight (48) hours of learning of any incident resulting in damage or which is reasonably likely to result in a claim of damage.

11. **Term; Withdrawal**. This Agreement shall commence upon signing by each of the Participating Units and shall continue in full force and effect indefinitely so long as there are at least two (2) Signatories. Any Participating Unit may withdrawal from this Agreement by providing all other Participating Units and the Monmouth County Office of Emergency Management with sixty (60) days advanced written notice of withdrawal, clearly specifying the applicable date of withdrawal. In the event of withdrawal by any Participating Unit, this Agreement will continue in full force and effect for all remaining Participating Units.
12. **Legal Authority**. This Agreement for mutual aid and assistance is expressly made in accordance with N.J.S.A. 40A: 14-26 and 156.1 et seq.
13. **Entire Agreement**. This agreement constitutes the entire understanding between the Participating Units. This Agreement supersedes all communications, representations or prior agreements, oral or written, between Participating Units with respect to the subject matter hereof.
14. **Execution of Agreement**. Upon execution of this agreement, all signatories become mutual aid partners amongst all other executed entities.
15. **Preclusion of Double Benefit**. Should any entity covered under this agreement receive benefits that would otherwise cover the costs of services, the requesting entity may not be responsible to cover costs associated with the request.

Cost Recovery Quick Reference Guide

Assistance Provided by Responding Unit	Source to Calculate Cost	Method of Obtaining Payment from Requesting Unit
Consumable Goods	Actual cost	Submit invoice with proof of actual cost
Equipment	FEMA Schedule of Equipment Rates or previously agreed upon actual rates	Submit invoice with length of time in use times published or agreed upon rate
Personnel	State of New Jersey Department of Labor and Workforce Development's Occupational Employment Statistics tool or the hourly rate that is established by the Responding Unit's Collective Bargaining Agreement(s), applicable salary ordinance or affective pay scales and shall, when applicable, shall include all Fringe Benefits as stated in the listed document.	Submit invoice with hours worked by each type of personnel times the median hourly rate or previously agreed upon rate

RESOLUTION NO. 2021-109

RESOLUTION APPROVING ADDITIONAL DRIVERS OF FIRE APPARATUS FOR HOOK & LADDER FIRE COMPANY NO. 1 FOR 2021

WHEREAS, Volunteer Hook and Ladder Fire Co. No. 1 has advised the Borough Council that the following men be added as approved drivers or operators of fire apparatus for the year 2021:

Ladder 2-90 Approved Drivers:

Bob Pollock
Justin Pettit
Donny Zessin

WHEREAS, the aforesaid drivers or operators have been certified to and approved as competent by the Fire Chief.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Belmar that the action of the Hook & Ladder Fire Company No. 1 in appointing the aforesaid drivers or operators be and the same are confirmed and approved and the persons so appointed be confirmed in their respective positions.

BE IT FURTHER RESOLVED that the above named drivers be authorized to drive or operate either vehicle in the event of any emergency fire call.

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	X			
Mr. Brennan				
Mr. McCracken				
Mr. Carvelli				
Ms. Wann				

Adopted:

RESOLUTION NO. 2021-110

RESOLUTION AUTHORIZING AGREEMENT WITH LOCAL 399 AFM FOR MUSICAL SERVICES FOR 2021

WHEREAS, there exists a need for the employment of a band and orchestra for the Huisman Gazebo for the summer season; and

WHEREAS, funds are available for this purpose; and

WHEREAS, the Local Public Contract Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution authorizing the awarding of contracts for “Extraordinary Unspecifiable Services” without competitive bids must be publicly advertised.

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

1. The Mayor and Borough Council be and are hereby authorized and directed to execute an agreement with the Local 399 AFM for the furnishing of band and orchestra for the Taylor Pavilion for a sum not to exceed \$12,733.20. The agreement shall include the fact that \$9,196.20 will be reimbursed to the Borough upon completion of the concerts and dances.
2. This contract is awarded without competitive bidding as an “Extraordinary Unspecifiable Service” under the provisions of the Local Public Contracts Law because the services are specialized and qualitative in nature and services rendered are original and creative in character in a recognized field of artistic endeavor and will not reasonably permit the drawing of specifications or the receipt of competitive bids.
3. The Local 399 AFM will furnish band concerts, one for each Monday beginning in July and August and will furnish music dancing performances, one for each Thursday in July and August. The musicians are paid prevailing wage scale by the Trust Fund.
4. Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution authorizing the award of contracts for “Professional Services” without competitive bids and the contract itself must be available for public inspection.

CERTIFICATION AS TO AVAILABILITY OF FUNDS

I hereby certify that, as of there are adequate funds in the free and unencumbered balance in the appropriation account entitled, Recreation OE.

Ricardo Llanos
Chief Financial Officer

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
Mr. Carvelli				
Mr. McCracken				
Ms. Wann				
Mr. Brennan				
Mayor Walsifer				

Adopted:

RESOLUTION NO 2021-111

RESOLUTION OF THE BOROUGH OF BELMAR, COUNTY OF MONMOUTH, STATE OF NEW JERSEY, OPPOSING THE RATE INCREASES REQUESTED BY NEW JERSEY NATURAL GAS

WHEREAS, New Jersey Natural Gas (NJNG) is seeking approval from the New Jersey Board of Public Utilities to impose a 24.8% rate increase on ratepayer's bills to pay for infrastructure improvements totaling \$165.7 million; and

WHEREAS, NJNG's requested increase would result in an increase of approximately \$28.07 per month to an average ratepayer's bill; and

WHEREAS, the additional rate increase would be adding to the overall burden of natural gas consumers and impact negatively on Belmar homeowners; and

WHEREAS, the COVID-19 pandemic has had a negative financial impact on many Americans, and requesting a rate increase, especially one so high, is unconscionable; and

WHEREAS, the Director of the New Jersey Division of Rate Counsel has voiced her concerns over the high increase request; and

WHEREAS, the Mayor and Council of the Borough of Belmar wish to go on record in opposition of NJNG's rate increase request, as it is untimely and causes an unnecessary financial hardship for struggling residents.

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

1. That the governing body does hereby oppose the petition of NJNG to the NJBPU for a rate increase and asks that the members of the NJBPU reject the rate increase in the interest of fairness to the impacted residents.
2. That a certified copy of this resolution shall be forwarded to the Director of NJ Division of Rate Counsel.

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
Mr. Brennan				
Mr. Carvelli				
Mr. McCracken				
Ms. Wann				
Mayor Walsifer				

Adopted:

RESOLUTION NO. 2021-112

**RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF
BELMAR, COUNTY OF MONMOUTH, STATE OF NEW JERSEY,
AUTHORIZING ACCEPTANCE AND EXECUTION OF A LEASE
AGREEMENT**

WHEREAS, the Mayor and Council of the Borough of Belmar, County of Monmouth, State of New Jersey (hereinafter referred to as “Belmar”) has solicited a request for bids on two occasions for the potential Lease of Taylor Pavilion, northern end, in particular the concession area known as “Cruz Bay”; and

WHEREAS, there were no bids received from the first duly published bid; and

WHEREAS, one bid has been received in response to the second bid, which bid meets the minimum bid threshold of \$40,000.00 for the six (6) month term beginning May 1, 2021 through October 30, 2021; and

WHEREAS, Belmar believes that the aforementioned Lease Agreement, a true copy of which is on file with the office of the Borough Clerk and can be reviewed during normal business hours, is appropriate and in the best interests of Belmar, its citizens and taxpayers; and

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

1. The Borough accepts the aforementioned Lease Agreement and awards the Lease for the six (6) month term beginning May 1, 2021 to 804 Ocean Avenue, LLC.
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.

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
Mr. Brennan				
Mr. Carvelli				
Mr. McCracken				
Ms. Wann				
Mayor Walsifer				

Adopted: