

STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF LOCAL GOVERNMENT SERVICES

Pursuant to N.J.S.A. 40A:4-87 I hereby certify that the following resolution has been duly adopted by the governing body of: _____

Name of Municipality

Clerk's Signature

I hereby certify the _____ has realized or is in receipt of written notification of the state or federal monies cited in the following resolution, which meets all statutory requirements and will be included in the _____ municipal budget.

Year

Signature, Chief Financial Officer

Resolution Number: _____

Date of Adoption: _____

Revenue Title: _____ Amount: \$ _____

Appropriation Title: _____ Amount: \$ _____

Local Match - Source: _____ Amount: \$ _____

Approval is hereby given to the cited resolution adopted by the governing body pursuant to N.J.S.A. 40A: 4-87

For Director, Division of Local Government Services

by: _____
Duly Appointed Designee Date Certified

THIS CERTIFICATION FORM MAY BE REPRODUCED
TO BE USED FOR STATE AND FEDERAL GRANTS ONLY

FOR DCA USE ONLY

Municode: _____

Doc. No. : _____

RESOLUTION NO. 2021-192

RESOLUTION PERMITTING SPECIAL EVENTS

WHEREAS, applications have been received by the Special Events Committee as per Ordinance 16-14.4 “Permits and Special Event Permits;” and

WHEREAS, said applications have been reviewed by the Special Events Committee and by the Borough Council; and

WHEREAS, the following events are recommended for approval with conditions if applicable:

THE 7TH ANNUAL SHILLELAGH 5K AND MILE WALK: Event will take place on Saturday, October 2, 2021. Event will begin and end at Bar Anticipation. Event will begin at 9:00AM and streets will reopen at 11:30AM. Event organizers will meet with the Belmar Police department at least one week before the event to discuss volunteers. Event organizers will reach out to inform residents impacted by street closures at least three days prior to the event.

YOUNG SURVIVAL COALITION TOUR DE PINK: Event will take place on Sunday, October 3, 2021. Event will pass through Belmar in stages between 9:00AM and 11:00AM. Event organizers will remind all participants to comply with all traffic rules, including stopping for pedestrians on Ocean Avenue.

MONMOUTH/OCEAN WALK TO END ALZHEIMERS: Event will take place on Sunday, October 3, 2021. Participants will walk over the Ocean Avenue bridge from Avon and turn around at the Taylor Pavilion. Participants will always remain on the sidewalk. No signs will be placed on the boardwalk.

HALLOWEEN PARADE, TRUNK OR TREAT: Event will take place on Friday, October 29, 2021. Contest will take place in the Municipal Gym followed by a parade (weather permitting) on Main Street. Trunk or Treat will take place in the Pyanoe Plaza following the parade.

MENORAH LIGHTING: Event will take place on Monday, November 29, 2021. Event will take place in the Pyanoe Plaza at dusk (approx. 5:30PM).

BELMAR TREE LIGHTING: Event will take place on Friday, December 3, 2021. Event will take place in Pyanoe Plaza and activities will begin around 5:30PM.

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 2021-193

**RESOLUTION FOR RENEWAL OF MEMBERSHIP
IN THE CENTRAL JERSEY JOINT INSURANCE FUND**

WHEREAS, the Borough of Belmar is a member of the Central Jersey Joint Insurance Fund; and

WHEREAS, said renewed membership terminates as of December 31, 2021 unless earlier renewed by agreement between the Member and the Fund; and

WHEREAS, the Member desires to renew said membership;

NOW THEREFORE, be it resolved as follows:

1. The Borough of Belmar agrees to renew its membership in the Central Jersey Joint Insurance Fund and to be subject to the Bylaws, Rules and Regulations, coverages, and operating procedures thereof as presently existing or as modified from time to time by lawful act of the Fund.
2. The Governing Body shall be and hereby are authorized to execute the agreement to renew membership annexed hereto and made a part hereof and to deliver same to the Central Jersey Joint Insurance Fund evidencing the Member's intention to renew its membership.

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:

INDEMNITY AND TRUST AGREEMENT
CENTRAL JERSEY JOINT INSURANCE FUND

THIS AGREEMENT, made this day ____ of _____, 20__ in the County of Middlesex, State of New Jersey, By and Between the Central Jersey Joint Insurance Fund, hereinafter referred to as "FUND", and the Governing Body of the Borough of _____, a duly constituted local unit of government hereinafter referred to as "MUNICIPALITY";

WITNESSETH:

WHEREAS, several local governmental units have collectively formed or are in the process of forming a Joint Insurance Fund as such an entity is authorized and described in NJSA 40A:10-36 et seq. and the administrative regulations promulgated pursuant thereto and;

WHEREAS, the MUNICIPALITY has agreed to become a member of the FUND in accordance with and to the extent provided for in the bylaws of the FUND and in consideration of such obligations and benefits to be shared by the membership of the FUND;

NOW THEREFORE, it is agreed as follows:

1. The MUNICIPALITY accepts the FUND'S bylaws as approved and adopted and agrees to be bound by and to comply with each and every provision of the said bylaws and the pertinent statutes and Administrative Regulations pertaining to same and as set forth in the Risk Management Plan.
2. The MUNICIPALITY agrees to participate in the FUND with respect to the types of insurance listed in the Borough's Resolution.
3. The MUNICIPALITY agrees to become a member of the FUND for an initial period not to exceed three (3) years, the commencement of which shall coincide with the effective date of the FUND'S operation and coverage, or the effective date of membership, whichever occurs later.
4. The MUNICIPALITY certifies that it has never defaulted any claims if self-insured and has not been canceled for non-payment of insurance premiums for a period of at least two years prior to the date hereof.
5. In consideration of membership in the FUND the MUNICIPALITY agrees that it shall jointly and severally assume and discharge the liability of each and every member of the FUND, all of whom as a condition of membership in the FUND shall execute a verbatim counterpart of this Agreement and by execution hereof the full faith and credit of the MUNICIPALITY is pledged to the punctual payment of any sums which shall become due to the FUND in accordance with the bylaws thereof, this Agreement the Fund's Risk Management Plan or any applicable Statute.

6. If the FUND in the enforcement of any part of this Agreement shall incur necessary expense or become obligated to pay attorney's fees and/or Court costs the MUNICIPALITY agrees to reimburse the FUND for all such reasonable expenses, fees and costs on demand.
7. The MUNICIPALITY and the FUND agree that the FUND shall hold all monies paid by the MUNICIPALITY to the FUND as fiduciaries for the benefit of FUND claimants all in accordance with NJAC 11:15 2.1 et seq.
8. The FUND shall establish separate Trust Accounts for each of the following categories of risk and liability:
 - a) Workers' Compensation and Employers' Liability
 - b) Liability, other than motor vehicle
 - c) Property Damage, other than motor vehicle
 - d) Motor Vehicle

The FUND shall maintain Trust Accounts aforementioned in accordance with NJSA 40A: 10-36, NJAC 11:15.2 et seq, NJSA 40A: 5-1 and such other statutes as may be applicable. More specifically, each of the aforementioned separate Trust Accounts shall be utilized solely for the payment of claims, allocated claim expense and excess insurance or reinsurance premiums for each such risk or liability or as "surplus" as such term is defined by NJAC 11:15-2.2.

9. Each MUNICIPALITY who shall become a member of the FUND shall be obligated to execute this Agreement.

MAYOR

ATTEST

EXECUTIVE DIRECTOR
CENTRAL JERSEY JOINT INSURANCE FUND

**AGREEMENT TO RENEW MEMBERSHIP IN THE
CENTRAL JERSEY JOINT INSURANCE FUND**

WHEREAS, the Central Jersey Joint Insurance Fund (hereinafter the Fund) is a duly chartered Municipal Insurance Fund as authorized by NJSA 40A:10-36 et seq., and;

WHEREAS, the Borough of Belmar is currently a member of said Fund, and;

WHEREAS, effective December 31, 2021 said membership will expire unless earlier renewed, and;

WHEREAS, the Governing Body of the Borough of Belmar has resolved to renew said membership;

NOW THEREFORE, it is agreed as follows:

1. The Borough of Belmar hereby renews its membership in the Central Jersey Joint Insurance Fund for a three (3) year period, beginning January 1, 2022 and ending December 31, 2024*.
2. The Borough of Belmar hereby ratifies and reaffirms the Indemnity and Trust Agreement, Bylaws and other organizational and operational documents of the Central Jersey Joint Insurance Fund as from time to time amended and altered by the Department of Insurance in accordance with the applicable statutes and administrative regulations as if each and every one of said documents were re-executed contemporaneously herewith.
3. The Borough of Belmar agrees to be a participating member of the Fund for the period herein provided for and to comply with all of the rules and regulations and obligations associated with said membership.
4. In consideration of the continuing membership of the Borough of Belmar in the Central Jersey Joint Insurance Fund agrees, subject to the continuing approval of the Commissioner of Insurance, to accept the renewal application of the Borough of Belmar.
5. Executed the ____ day of _____, 2021 as the lawful and binding act and deed of the Borough of Belmar, which execution has been duly authorized by public vote of the governing body.

*12:01 am

MAYOR

ATTEST

EXECUTIVE DIRECTOR
CENTRAL JERSEY JOINT INSURANCE FUND

RESOLUTION 2021-194

**BOROUGH OF BELMAR PARTICIPANT'S RESOLUTION
LEAP IMPLEMENTATION GRANT**

WHEREAS, the State of New Jersey has appropriated \$10 million for Shared Services and School District Consolidation Study and Implementation Grants to assist local units with the study, development and implementation of new shared and regional services; and

WHEREAS, the Department of Community Affairs, Division of Local Government Services (DLGS) is tasked with administering these grant funds through the Local Efficiency Achievement Program (LEAP); and

WHEREAS, LEAP Implementation Grants exist to support costs associated with shared service implementation to ensure that meaningful, efficiency generating initiatives are not hindered by short term transitional expenses; and

WHEREAS, the (COUNTY OF MONMOUTH and Participating Local Units) propose to enter into a shared services agreement, but face certain expenses associated with implementation that present a burden to the local units; and

WHEREAS, the purpose of this shared services agreement is to provide the technical benefits the County receives through our high resolution aerial imagery service (Nearmap) to all fifty-three (53) municipalities in the County, free of charge for two years, which will benefit the residents of all participating local units; and

WHEREAS, this service will provide high resolution, high quality imagery, as well as a complete set of countywide images three times a year through a web-based interface that allows the user to view the most recent images online; and

WHEREAS, municipal governments will use this to do the following:

- Measure size and footprints of buildings
- Determine property boundaries, setbacks and buffers
- Evaluate environmental conditions and potential development impacts
- Estimate capital investments
- Post disaster damage assessment
- Hazard mitigation assessments
- Search and rescue; and

WHEREAS, the COUNTY OF MONMOUTH has agreed to be the lead agency in this program and will submit the application to DLGS on behalf of all participating units; and

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of Belmar, that the Borough of Belmar does hereby join with COUNTY OF MONMOUTH in applying for a LEAP Implementation Grant in the amount of \$250,000.00 to support implementation of this shared service.

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:

CERTIFICATION

I, _____, (Clerk/Secretary of the Local Unit) of the Borough of Belmar in the County of Monmouth, and the State of New Jersey do hereby Certify that the foregoing Resolution is a true copy of the Original Resolution duly passed and adopted by a majority of the full membership of the (Name of Governing Body) at its meeting of _____.

**SHARED SERVICE AGREEMENT
FOR THE COUNTY OF MONMOUTH TO PROVIDE
HIGH-RESOLUTION AERIAL IMAGERY SOFTWARE**

THIS SHARED SERVICE AGREEMENT (the “Agreement”) is made this ___ day of _____, 20___ by and between the COUNTY OF MONMOUTH, a body politic of the State of New Jersey, having its principal offices located at the Hall of Records, 1 E. Main Street, Freehold, New Jersey 07728 and NAME OF MUNICIPALITY, in the County of Monmouth, a municipal corporation of the State of New Jersey, having its principal offices located at street address, municipality, NJ zip code, (referred to as the “Sublicensee”).

WHEREAS, The Uniform Shared Services and Consolidation Act (C.40A:565-1, et seq.), authorizes local units of this State to enter into a contract with any other local unit(s) for the joint provision within their several jurisdictions of any service, which any party to the agreement is empowered to render within its own jurisdiction; and

WHEREAS, Aerial imagery and software licenses are cost-prohibitive for many small government entities to purchase alone, based on limited financial, technical and professional resources; and

WHEREAS, Nearmap, owned by its parent company [Nearmap Limited][MC1][MC2][MC3], provides for reliable, high-resolution aerial imagery software through a web-based interface, which lends to more timely insights from virtual site visits, and can result in saved time and reduced costs; and

WHEREAS, Monmouth has obtained a limited license and subscription service from Nearmap, which provides high-quality aerial imagery of the entire County three (3) times per year, in addition to a web-based interface that allows users to view prior flyovers and recent images; and

WHEREAS, Under the terms of its license, Monmouth may operate a Nearmap web-based interface for itself, and may also sublicense the use of the system for use by other contracting units in Monmouth County, New Jersey under a subscription service; and

WHEREAS, This service provides participating municipalities with an equitable and fair level of accessibility to this relevant and timely information at no cost, including: access to aerial imagery to support in-house programming and functions, including the measuring size and footprints of buildings; determining property boundaries, setbacks and buffers; evaluating environmental conditionals and potential development impacts; estimating capital investments and

inventory; property inspection and compliance; tax assessments; building conditions; post-disaster damage assessment; hazard-mitigation assessments; and search and rescue.

NOW, THEREFORE, in consideration of the above and the provisions set forth hereinafter, it is mutually agreed as follows:

IT IS AGREED:

1. Grant of Sublicense. Monmouth hereby grants the Sublicensee to use Nearmap MapBrowser product, under the terms of this Agreement.

2. Costs. There is no cost to the sublicensee for use of Nearmap system.

- (a) Each participating municipality has access to the Nearmap system at no cost for two years.
- (a) The County contribution through the NJDCA LEAP Implementation Grant shall be \$240,000.
- (b) The County will pay 100% of the program cost for each participating municipality to Nearmap through New Jersey LEAP Grant funding.
- (c) Each municipality is entitled to 3 named users accounts to access the Nearmap MapBrowser product.
- (d) Enhanced-release costs of additional releases and any other future add-ons, as mutually agreed upon by the parties.
- (e) Annual maintenance costs for additional releases and any other future add-ons, as mutually agreed upon by the parties.
- (f) In the event Monmouth fails to receive funding from other sources, such as New Jersey LEAP Grant program, annual payments remain the sole responsibility of the Sublicensee.

3. Other Costs.

- (a) The Sublicensee will retain Nearmap system directly to perform any customization, data conversion or future additional training and implementation services required by the Sublicensee.
- (b) The Sublicensee will also provide the necessary personal computer(s), printer(s) and internet connection for the proper operation of Nearmap. For current operating requirements, see Exhibit "A" attached.

4. Maintenance and Support.

- (a) The Monmouth County Office of Geographic Information Systems will procure and maintain vendor software licensing. Nearmap is responsible for maintenance and upgrades to the Nearmap MapBrowser product.
- (b) Sublicensees will have access to Nearmap's technical help and support services to assist questions regarding the Nearmap MapBrowser product. These tools include a documentation library, knowledge hub, technical videos, feedback access directly linked through the MapBrowser product to directly open a support request or report issues with Nearmap.
- (c) In the event of any major changes in the maintenance and support arrangements with Nearmap, all Sublicensees in good standing under this Agreement will receive prior and timely notification of such changes.

5. Copyright & Trademark Acknowledgement.

- (a) The Nearmap MapBrowser product is the exclusive property of Nearmap, owned by Nearmap Limited. Nearmap owns the title, copyright, and other intellectual property rights in web-based software. Nearmap is licensed, not sold. Nearmap is protected by copyright and other intellectual property laws and treaties. Except for those rights expressly granted by Nearmap Limited, Nearmap retains all proprietary rights to Nearmap.
- (b) Nearmap may not be reproduced, exploited, modified, transmitted, licensed or distributed without the prior written consent of Nearmap Limited. The licensee, Sublicensees and other users shall not disassemble; decompile, or reverse engineer Nearmap products.

Copyright © 2021 Nearmap

All rights reserved.

6. Ownership of Images, Metadata, and Database Information.

- (a) Sublicensee is solely responsible for the selection of indexing templates and the entry of indexing utilized in the retrieval of images and other content.
- (b) All data, associated metadata and database information of the Sublicensee remain the sole property of the Sublicensee. Monmouth may not make any portion of this information deposited in the repository available to the public without the prior written consent of the Sublicensee.

7. Term of Agreement.

This Agreement shall be effective through (December 31, 2023), unless sooner terminated or extended.

8. Termination of Agreement.

- (a) Either party has the right to terminate this Agreement upon ninety (90) days written notice to the other party. In addition, Monmouth may terminate this Agreement, upon thirty (30) days notice, if the Sublicensee fails to make timely payment(s) required under this Agreement.
- (b) If the underlying agreement between Monmouth and Nearmap is terminated for any reason, Monmouth shall promptly notify all Sublicensees of such termination and the effective termination date, whereupon this Agreement shall terminate.
- (c) If the agreement between Monmouth and the Sublicensee is terminated for any reason, upon the written request of the Sublicensee, Monmouth shall, within sixty (60) days from the effective termination date, provide the Sublicensee with a copy of all data and metadata stored within the Nearmap MapBrowser for the Sublicensee ("Sublicensee's data"). At Monmouth's discretion, delivery may be on any standard media including, but not limited to CD, DVD or removable HDD. Upon delivery, Monmouth shall retain no custodial right or duty with regard to the Sublicensee's data.

9. Dispute Resolution.

- (a) The parties will attempt to resolve any dispute(s) between them, in good faith, through non-binding mediation. Either party may demand such mediation by written notice to the other party. The written notice shall contain at least (a) a brief statement of the nature of the dispute, and (b) the name, address and phone number of that party's designated representative for purposes of mediation. The other party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation. The respective designees shall thereupon, and promptly, with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, or if they prefer, they shall choose a reputable mediation firm. Any mediation firm so chosen shall present a list of at least five proposed mediators to the parties and shall provide the parties with a summary of each person's qualifications to serve as the mediator. Each party shall rank the proposed mediators in order of preference. The fifth and any lower ranked persons on each list will be excluded from further consideration. The chosen mediator

shall be the remaining person who is the combined highest-ranking mediator on both preference lists, after deleting all excluded persons. In the event of a tie, the mediator shall be chosen by lot. The parties will not be bound by the Rules of Evidence in presenting their positions before the mediator. Each party will bear its own costs of participation in mediation and they will divide the costs of the mediator equally. If, after a good faith effort to resolve the dispute through mediation, the dispute is not resolved, either party may terminate the mediation by written notice to the mediator and to the other party, whereupon either party may submit the dispute to the Superior Court of New Jersey, Monmouth County, for adjudication, which Court shall have exclusive original jurisdiction over the dispute.

- (b) Monmouth agrees to continue providing the Sublicensee access to the Nearmap web-based interface and all data during the pendency of a dispute.

11. Limitation of Liability/Indemnification.

- (a) Monmouth makes no warranties, either express or implied under this Agreement. Monmouth shall not be liable to the Sublicensee for damages of any kind arising from Monmouth's non-performance or flawed performance under this Agreement.
- (b) The Sublicensee shall defend, indemnify and hold harmless Monmouth, its officers, agents and employees from and against any and losses, costs, damages, claims, suits and/or liabilities (including counsel fees and cost of suit), to which Monmouth may be subject by reason of any actions or inactions by the Sublicensee, its officers, agents and employees.

12. Terms of Use and Notices.

In order to access Monmouth's Nearmap license and the Nearmap MapBrowser product, the Sublicensee and its external authorized users must agree to the Terms of Use posted thereon, a copy of which is attached hereto, as Exhibit "B". By executing this Agreement, the Sublicensee agrees to the terms of Exhibit "B".

13. Support Process.

The Nearmap Product Support process attached hereto as Exhibit "A" is incorporated herein.

14. Changes.

The terms and conditions of this Agreement may not be amended, waived or modified, except in a writing signed by the parties.

15. Force Majeure.

A party shall not be liable for any failure of or delay in the performance of this Agreement for the period of time that such failure or delay is (a) beyond the reasonable control of a party, including, without limitation, acts of God, terrorist acts, shortage of supply, breakdowns or malfunctions, interruptions or malfunctions of computer facilities, or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, labor difficulties, war, or civil unrest, and (b) materially affects the performance of any of its obligations under this agreement, and (c) could not reasonably have been foreseen or provided against. The affected party shall provide the other with prompt notice, as soon as practicable, any such delay or failure in performance occurs and keep the other party apprised of developments and mitigation effort with respect thereto.

16. Choice of Law.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of New Jersey.

17. Filing of Agreement.

Monmouth's Clerk of the Board shall file a fully executed copy of this Agreement with the Division of Local Government Services, New Jersey Department of Community Affairs in accordance with N.J.S.A. 40A:65-4(b).

18. Authority to Execute Agreement.

Each party to this Agreement represents to the other party that its governing body has taken the necessary action to authorize the execution of this Agreement.

19. Counterparts.

This Agreement may be fully executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement binding upon all parties, notwithstanding that all parties have not signed the same counterpart. Such executions may be transmitted to the parties electronically or by facsimile, and such electronic or facsimile execution shall have the same force and effect as an original signature.

20. Notices.

Any notices that are provided pursuant to this Agreement shall be in writing (including facsimile and electronic transmissions) and mailed or transmitted or delivered as follows:

To Monmouth:

County of Monmouth
1 East Main Street
Freehold, NJ 07728
Attn: Elizabeth Perez, Shared Services Coordinator
Email: elizabeth.perez@co.monmouth.nj.us
Fax:

To the Sublicensee:

Or to such other address or individual as any party may from time to time notify the other.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

COUNTY OF MONMOUTH

Clerk of the Board

By: _____
Commissioner Director

Date: _____

ATTEST:

By: _____
Title:

Date: _____

Exhibit "A"

END USER PC(s)

Support Services:

- Telephone and/or email-based technical support, training, troubleshooting, error-identification, and other assistance as needed.
- Up to 3 dedicated users for each community.
- Support requests sent to ([enter email address here](#)) will be addressed in a timely manner, Monday – Friday, 9AM – 5PM MST.
- Access to Nearmap’s ongoing trainings, known-problem database and updated technical guidance content.
- .

Supported Browser Versions for viewing Vertical and Oblique Content in the MapBrowser product:

- The Nearmap Map Browser is supported in the most recent and second most recent versions of Mozilla Firefox, Safari, Microsoft Edge and Google Chrome.
- They do not support Internet Explorer 9 and below.
- JavaScript needs to be enabled on your web browser.

Suggested System Specifications for Basic Browsing:

- PC with at least 2GB of RAM, or
- Modern smartphone or tablet devices, and
- Latest version of Google Chrome

Suggested System Specifications for Advanced or Professional Use:

- PC with at least 8GB of RAM, and
- Latest version of Chrome

Exhibit "B" Placeholder

RESOLUTION NO. 2021-195

RESOLUTION APPOINTING SPECIAL POLICE OFFICERS FOR 2021

THEREFORE, BE IT RESOLVED by the Mayor and Borough Council of the Borough of Belmar that the following persons are hereby appointed as a Class II Special Officers upon completion of the Ocean County Police Academy:

September 10, 2021 through May 20, 2022:

Evan Feldman
Eric M. Lee
Joseph A. Mendez
Peter Manata
Connor J. Rogers

October 15, 2021 through April 4, 2022:

Brandon M. Davis
Daniel P. Gilligan

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 NO. 2021-196

**RESOLUTION PURSUANT TO N.J.A.C. 5:30-14.4 ET SEQ. CHANGE ORDER
NUMBER ONE FOR THE TWO MOBILE RESTROOM TRAILERS**

WHEREAS, the Borough Administrator has certified Change Order Number One to amend project costs by agreement with the contractor, Aries Building Systems for the two mobile restroom trailers; and

WHEREAS, the Council of the Borough of Belmar has also received from the Mayor a request for this Change Order to amend the cost of the project as shown by the documentation attached to said request and having investigated the same and being assured that the change is necessary and that it will actually be carried out and the total net change for Change Order Number One is a net decrease of \$5,011.00.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Borough Clerk be and are hereby authorized to enter into written amendatory contract covering the change requested in the aforesaid project.

BE IT FURTHER RESOLVED, that the final payment in the amount of \$234,093.00 payable to Aries Building Systems, Houston, TX be and the same is hereby authorized.

REQUEST PURSUANT TO 5:30-14.4 ET SEQ.

I am the Mayor of the Borough of Belmar and the changes are required to amend the contract specifications for the project as listed. No changes were authorized by me or the Council prior to this resolution for noted items and the change order requested by the Contractor and the Administrator is necessitated for the reasons given by them in the annexed documents and are permissible under Regulations of the Local Finance Board.

Mark Walsifer
Mayor

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 NO 2021-197

RESOLUTION AWARDING CONTRACT FOR ONLINE PUBLIC AUCTION SERVICES

WHEREAS, the Mayor and Council of the Borough of Belmar wishes to enter into a contract with USGovBid, 300 Commerce Drive, Tinton Falls, NJ 07753 for full service online auction services; and

WHEREAS, full service includes a complete photo shoot. USGovBid.com will place all listings on the internet, collect all proceeds and handle all customer service; and

WHEREAS, USGovBid shall receive as compensation for promoting and conducting the online auction 0% commission, which shall be payable by the Seller. This amount does not include any allocation for advertising or the personal property to be sold. Said amount is simply the compensation given to the auctioneers for the performance of their obligations as defined herein. Seller understands that the Auction Company will be charging a 7% Buyer's Internet Service Fee and (which is payable by the buyer to the Auction Company), and it will be retained by USGovBid/Auction Liquidation Services.

NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator and Purchasing Agent are hereby authorized to execute a contract with USGovBid.

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 2021-198

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, the Borough of Belmar has the following petty cash funds:

Administration	\$500
Library	\$500
Marina	\$60

WHEREAS, the custodian for all Borough of Belmar petty cash funds shall be Chief Financial Officer Lorraine Carafa, who is bonded for the amount of \$250,000; such custodian shall maintain records for these funds in a manner conducive to proper accounting and auditing procedures.

WHEREAS, Assistant Finance Officer Christine Manolio shall be an alternate custodian of the Borough of Belmar petty cash funds.

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. Brennan				
Mr. McCracken				
Mr. Carvelli				
Ms. Wann				

Adopted: