## AGENDA REGULAR MEETING BOROUGH OF SEA BRIGHT

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SEA BRIGHT, NEW JERSEY

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

**PLEDGE OF ALLEGIANCE** 

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

Good Evening Ladies and Gentlemen. This Meeting Is Now Called To Order: In Line With The Borough Of Sea Bright's Longstanding Policy Of Open Government, And In Compliance With The "Open Public Meetings Act" I Wish To Advise You That Adequate Notice Of This Regularly Scheduled Meeting Was Sent to the Asbury Park Press and other local newspapers on January 7, 2019. In each instance, the Date, Time, And Location Of This Meeting Were Provided In The Notice. This Meeting Is Open To The Public."

ROLL CALL:				
Councilmember (s)	BIRDSALL	KEELER	KELLY	LECKSTEIN
	ROONEY	SCHWARTZ		
Mayor	LONG			

## **COMMENDATIONS**

MAYOR LONG - RECOGNITION OF FIREFIGHTERS who battled the three-alarm fire in Sea Bright on February 8, 2019.

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

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

## **CONSENT AGENDA**

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

#### **Minutes**

03-05-2019 Regular Meeting

## **Resolutions:**

No. 50-2019	Donation 2019	Beach Badges

No. 52-2019 Refund of 2018 Tax Overpayment – Block 16, Lot 16

No. 53-2019 Authorizing an Agreement with The Break at Sea Bright LLC

Roll Call:

## **INDIVIDUAL ACTION/New Business:**

**Vouchers:** \$169,533.02

Councilmember	offered a motion to approve the Voucher List dated
March 19, 2019 as submitted	by the Finance Manager; seconded by Councilmember

Roll Call: Birdsall\_\_\_ Keeler\_\_\_ Kelly\_\_\_ Leckstein \_\_\_ Rooney\_\_\_ Schwartz\_\_\_

### **COUNCIL COMMITTEE REPORTS:**

## A. **BEACH/GRANTS**:

- Jon Schwartz, Chair
- Kevin Birdsall
- Charles Rooney

## B. **FINANCE/INSURANCE/COURT:**

- William Keeler, Chair
- Brian Kelly
- Jon Schwartz

## C. <u>ADMINISTRATION/SHARED SERVICES/PUBLIC RELATIONS:</u>

- Marc Leckstein, Chair
- Charles Rooney
- William Keeler

#### D. PUBLIC SAFETY/EDUCATION/RECREATION/LIBRARY:

- Charles Rooney, Chair
- William Keeler
- Brian Kelly

## E. PUBLIC WORKS/BUILDING DEPARTMENT:

- Kevin Birdsall, Chair
- Jon Schwartz
- Marc Leckstein

## F. CAPITAL PLAN/FLOOD CONTROL/BEAUTIFICATION:

- Brian Kelly, Chair
- Marc Leckstein
- Kevin Birdsall

## **MAYOR DINA LONG - Reports and Communications**

Councilmember seconded by Councilmember	offered a motion to enter into Closed Session;			
Resolution to discuss: TBD				
Roll Call: Birdsall Keeler	_ Kelly Leckstein Rooney Schwartz			
ADJOURNMENT  Councilmember by Councilmember	offered a motion to adjourn the meeting; seconded			
Roll Call: Birdsall Keeler	_ Kelly Leckstein Rooney Schwartz			

## RESOLUTION NO. 50-2019 DONATION 2019 BEACH BADGES BOROUGH OF SEA BRIGHT

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

**WHEREAS,** the Governing Body of the Borough of Sea Bright wish to support the fundraising efforts for the local organizations listed below by donating 2019 beach badges as requested:

 Bayshore Middle School PTO Gift Auction – May 10, 2019 2 Badges

2. Ashley Lauren Foundation
Annual Pediatric Cancer Fundraiser – June 22, 2019

2 Badges

**WHEREAS**, the Borough Auditor has been informed and advised that a resolution should be considered in order to donate 2019 Season Beach Badges.

**NOW, THEREFORE, BE IT RESOLVED**, that the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey authorize the donation of four (4) 2019 Season Beach Badges for the aforementioned charitable organizations; and

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

- 1. Borough Administrator
- 2. Borough Auditor
- 3. Individual Requestors

Roll Call: Birdsall, Keeler, Kelly, Leckstein, Rooney, Schwartz

March 19, 2019

## **CERTIFICATION**

I, Christine Pfeiffer, Borough Clerk, do hereby certify that the foregoing is a resolution adopted by the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, at a Council Meeting held on March 19, 2019.

## RESOLUTION NO. 51-2019 REFUND OF 2018 TAX OVERPAYMENT BLOCK 33, LOT 12

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

**WHEREAS**, an overpayment was made by Charles Rooney, III for 4th Quarter 2018 property taxes in the amount of \$1,118.33 for Block 33, Lot 12 – 53 North Way; and

**WHEREAS**, the tax overpayment should be refunded to Charles Rooney, III, 53 North Way, Sea Bright, New Jersey.

BLOCK	LOT	PAYER NAME	AMOUNT	REASON
33	12	Charles Rooney, III	\$1,118.33	4Q Overpayment

**NOW, THEREFORE BE IT RESOLVED**, by the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, that it does hereby authorize the Tax Collector and the Finance Manager to refund the said 2018 tax overpayment of \$1,118.33, and

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

- 1. Tax Collector
- 2. Finance Manager
- 3. Charles Rooney, III

Roll Call: Birdsall, Keeler, Kelly, Leckstein, Rooney, Schwartz

March 19, 2019

#### **CERTIFICATION**

I, Christine Pfeiffer, do hereby certify that the foregoing is a resolution adopted by the Borough Council of the Borough of Sea Bright, County of Monmouth State of New Jersey, at a Council Meeting held on March 19, 2019.

## RESOLUTION NO. 52-2019 REFUND OF 2018 TAX OVERPAYMENT BLOCK 16, LOT 16

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

**WHEREAS**, an overpayment was made by Ocean River Estates LLC for 4th Quarter 2018 property taxes in the amount of \$1,501.82 for Block 16, Lot 16 – 14 Peninsula Avenue; and

**WHEREAS**, the tax overpayment should be refunded Ocean River Estates LLC, 14 Peninsula Avenue, Sea Bright, New Jersey.

BLOCK	LOT	PAYER NAME	<b>AMOUNT</b>	REASON
16	16	Ocean River Estates LLC	\$1,501.82	4Q Overpayment

**NOW, THEREFORE BE IT RESOLVED**, by the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, that it does hereby authorize the Tax Collector and the Finance Manager to refund the said 2018 tax overpayment of \$1,501.82, and

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

- 1. Tax Collector
- 2. Finance Manager
- 3. Ocean River Estates LLC

Roll Call: Birdsall, Keeler, Kelly, Leckstein, Rooney, Schwartz

March 19, 2019

#### **CERTIFICATION**

I, Christine Pfeiffer, do hereby certify that the foregoing is a resolution adopted by the Borough Council of the Borough of Sea Bright, County of Monmouth State of New Jersey, at a Council Meeting held on March 19, 2019.

## RESOLUTION No. 53-2019 AUTHORIZING AN AGREEMENT WITH THE BREAK AT SEA BRIGHT LLC

Councilmember by Councilmember

introduced and offered the following resolution for approval; seconded

**WHEREAS**, agents of proposed Redeveloper, The Break at Sea Bright, LLC, submitted a request to the Borough of Sea Bright to be officially appointed as a Redeveloper; and

**WHEREAS,** the said request involves the potential development of all, or a portion of, the following properties:

### Block 15, Lots 2, 3, and 4 Sea Bright, NJ

**WHEREAS,** the proposed Redeveloper seeks to be appointed the Official Redeveloper and to subsequently develop the properties, or a portion thereof, in the general manner set forth in the Redeveloper's written proposal; and

**WHEREAS,** in connection therewith, it will be necessary for the Borough to engage Consultants and Professionals with respect to the proposed Redeveloper's Proposal, with respect to the review of the project, and with respect to the review of other information related thereto (hereinafter collectively referred to as the "Undertakings"); and

**WHEREAS,** the proposed Redeveloper recognizes that the Borough will incur costs and expenses in connection with the aforesaid undertakings; and

**WHEREAS**, the proposed Redeveloper is willing to defray the Borough's costs and expenses in the said regard, with no assurance of any particular result; and

**WHEREAS**, the proposed Redeveloper has therefore agreed to deposit with the Borough an initial amount of Three Thousand (\$3,000.00) Dollars (hereinafter referred to as the "Escrow Deposit"), to be deposited in an escrow account, and held and disbursed in accordance with the provisions of the within Agreement; and

**NOW, THEREFORE, BE IT RESOLVED,** that the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, does hereby agree to hold \$3,000.00 in an escrow account to be disbursed as payment for costs incurred by the Borough to engage Consultants and Professionals in connection with the review of the proposed Redevelopment plan for The Break at Sea Bright, LLC; and

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

- Fiscal Officer
- 2. The Break at Sea Bright, LLC

Roll Call: Birdsall, Keeler, Kelly, Leckstein, Rooney, Schwartz

March 19, 2019

#### CERTIFICATION

I, Christine Pfeiffer, do hereby certify that the foregoing is a resolution adopted by the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, at a Council Meeting held on March 19, 2019.

Christine Pfeiffer,	Borough Clerk	<b>&lt;</b>	

#### ESCROW AND FUNDING AGREEMENT

	THE WITHIN	ESCROW AN	ND FUNDING	AGREEMENT	(hereinafter ref	ferred to as
the "A	greement") is ma	ade on this	day of		2019, by and b	etween the
follow	ing:				,	

THE BOROUGH OF SEA BRIGHT (hereinafter referred to as "Sea Bright"), a Municipal Corporation of the State of New Jersey, with a principal business address of 1167 Ocean Avenue, Sea Bright, NJ 07760; and

THE BREAK AT SEA BRIGHT, LLC, a Limited Liability Company of the State of New Jersey and proposed Redeveloper, (hereinafter referred to as the "Redeveloper") having a principal office located at 305 Bond Street, 3<sup>rd</sup> Floor, Asbury Park, NJ 07712; and

## **PREAMBLE**

WHEREAS, Agents of the proposed Redeveloper submitted a request to the Borough of Sea Bright to be officially appointed as a Redeveloper, and;

WHEREAS, the said request involves the potential development of all, or a portion of, the following properties:

## Block 15, Lots 2, 3, and 4 Sea Bright, NJ

WHEREAS, the proposed Redeveloper seeks to be appointed the Official Redeveloper and to subsequently develop the properties, or a portion thereof, in the general manner set forth in the Redeveloper's written proposal; and

WHEREAS, in connection therewith, it will be necessary for the Borough to engage Consultants and Professionals with respect to the proposed Redeveloper's Proposal, with respect to the review of the project, and with respect to the review of other information related thereto (hereinafter collectively referred to as the "Undertakings"); and

WHEREAS, the proposed Redeveloper recognizes that the Borough will incur costs and expenses in connection with the aforesaid undertakings; and

WHEREAS, the proposed Redeveloper is willing to defray the Borough's costs and expenses in the said regard, with no assurance of any particular result; and

WHEREAS, the proposed Redeveloper has therefore agreed to deposit with the Borough an initial amount of Three Thousand (\$3,000.00) Dollars (hereinafter referred to as the "Escrow Deposit"), to be deposited in an escrow account, and held and disbursed in accordance with the provisions of the within Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED, in consideration of the foregoing, and for other good and valuable consideration, and intending to be legally bound, the Parties hereby agree as follows:

## 1. Scope of Reimbursable Services:

a. Pursuant to the within Agreement, the Borough is entitled to be reimbursed by the proposed Redeveloper for payment of actual third party professional fees incurred in connection with the undertakings, including, but not limited to, the review and preparation of documents, agreements, or review memoranda relating thereto, the issuance/receipt/review of correspondence related thereto, appearance at necessary Borough Council Meetings, Sub-Committee Meetings of the Borough Council, and / or Planning Board Meetings, and the review, receipt, and preparation of

communications with the proposed Redeveloper and/or its professionals, and other governmental entities, or other retained professionals (hereinafter collectively referred to as "reimbursable activities"). In that regard, the proposed Redeveloper has determined to fund the reimbursable activities in accordance with the terms and provisions of the within Agreement.

- b. Properly reimbursable costs shall be reasonably necessary and shall relate to the reimbursable activities actually performed by the third party professional(s).
- c. The within escrow deposit is separate from, and in addition to, all other application fees which may be required by the Borough, pursuant to applicable provisions of the <u>Municipal Land Use Law</u>;

## 2. Deposit and Administration of Escrow Funds:

a. The within Escrow Deposit shall be held by the Borough in an account (hereinafter referred to as the "Escrow Account"), complying with the requirements of N.J.S.A: 40A:5-15 of the Local Fiscal Affairs Law (N.J.S.A 40A:5-1 seq.).

## 3. Payments from the Escrow Fund; Disputed Charges:

- a. The Escrow Deposit shall be used to pay the costs and expenses set forth herein.
- b. The proposed Redeveloper shall not be charged, and amounts shall not be paid from the Escrow Deposit, for any costs and expenses not associated with the reimbursable activities. The only costs which

shall be included shall be associated with the reasonable time of the Professional(s), and actual/reasonable out-of-pocket expenses of such professionals or outside consultants, including normal and typical expenses incurred in connection with such reimbursable activities submitted and approved in accordance with the within Agreement.

- c. Each payment for professional services charged to the Escrow Account shall be made pursuant to a Voucher from the Borough, indicating each Professional, identifying the personnel performing the reimbursable activities, each date the services were performed, the hours spent for the same (not greater than 1/10 increments), the hourly rate, and narrative defining/outlining the properly reimbursable expenses. The Borough shall require that the Professionals simultaneously send an informational copy of each Voucher, Statement, or Bill (submitted to the Borough) to the proposed Redeveloper; provided that each such informational Voucher or Statement, may, if necessary, be redacted (in part or in full) if and as necessary to prevent disclosure of privileged or otherwise confidential matters.
- d. The proposed Redeveloper may dispute the propriety or reasonableness of professional charges as set forth in the Voucher or Statement, including any final accounting, (to be paid out of the escrow deposit) by written notice to the Borough. A copy of such

notice shall be sent simultaneously to the Professional/Professionals whose charges are the subject of the dispute. Such a written notice of a disputed charge shall be provided within twenty (20) days from the proposed Redeveloper's receipt of the informational copy of the Professional's Voucher.

e. During the pendency of the dispute, the Borough may continue to pay undisputed charges out of the Escrow Account. If, for any reason, a dispute over a charge is resolved in favor of the proposed Redeveloper (after having already been paid), then, in that event, the Professional (shall appropriately reimburse the Escrow Account).

## 4. Accounting and Additional Deposits:

From time to time, and/or as reasonably requested by the proposed Redeveloper, the Borough shall prepare, and send to the proposed Redeveloper, a statement which shall include an accounting of funds, listing all deposits, disbursements, and a cumulative balance of the escrow account. If, at any time, the balance in the escrow account is less than One Thousand (\$1,000.00) Dollars, the Borough shall provide the proposed Redeveloper with a notice of the escrow deposit balance, with a demand for a supplemental submission, and the proposed Redeveloper shall replenish the escrow account so that the account deposit in the escrow account shall, at least, equal the original Three Thousand (\$3,000.00) Dollar escrow deposit amount.

#### 5. Close Out Procedures:

The proposed Redeveloper may, at any time, send written notice, via certified mail, to the Municipal Administrator, requesting that the remaining balance of the escrow deposit be refunded, or otherwise applied, as agreed to, in writing, by the parties. After receipt of such notice, and within thirty (30) days thereof, the Borough shall compile and submit to the proposed Redeveloper all of the Professionals' final bills. Within thirty (30) days of receipt of the final bills, the Borough shall pay all outstanding bills, and shall, within thirty (30) days thereafter, render a final accounting to the proposed Redeveloper, detailing the uses to which the escrow deposit was put. Notwithstanding the above, within twenty (20) days of receipt of a final bill from the Borough indicating any deficiency in the escrow amount required to pay outstanding bills, the proposed Redeveloper shall replenish the escrow account, to pay such outstanding bills, as necessary. Nothing contained herein shall require the proposed Redeveloper to pay, or otherwise be responsible for, any additional charges accrued once the final accounting has been rendered by the Borough in accordance with the within Agreement.

## 6. Municipal Land Use Law Applicability:

Notwithstanding anything contained herein to the contrary, the Parties acknowledge that the submitted escrow shall be handled/processed/administered/distributed/released in the same fashion as other professional escrow fees are handled for Planning/Zoning Applications submitted under the New Jersey Municipal Land Use Law.

## 7. Governing Law, Forum Selection, and Waiver of Jury Trial:

The Parties agree that the within Agreement shall be governed by, and interpreted according to, the Laws of the State of New Jersey. Each of the Parties hereby irrevocably submits to the jurisdiction of the Superior Court of New Jersey, Monmouth County, for the purposes of any suit, action, proceeding, or judgment relating to, or arising out of, the within Agreement, and the transactions contemplated thereby. Each of the Parties furthermore agree that any claims related to, or arising out of, the within Agreement, and the transactions contemplated thereby, shall be tried before a Judge, and without a Trial By Jury.

## 8. Entire Agreement:

The within Escrow and Funding Agreement contains the entire Agreement of the Parties relative to the subject matter hereof. Any amendment hereto, or modifications or variations hereof, shall be ineffective, unless in writing, and signed by each of the Parties hereto.

## 9. Effective Date:

The within Agreement shall not become effective unless and until the within Agreement is signed, and the initial escrow deposit is tendered to the Borough of Sea Bright. IN WITNESS WHEREOF, the Parties have executed the within Agreement on the day and year first written above:

WITNESS:

BOROUGH OF SEA BRIGHT

A Municipal Corporation

By: Joseph L. Verruni, Administrator

WITNESS:

THE BREAK AT SEA BRIGHT LLC

By:

Managing Member

S.\KovinKennedyLaw\Land Use\Brooks, Trip (The Brook at Son Bright)\Escrow and Funding Agreement.docx

# RESOLUTION No. 54-2019 AUTHORIZING AN AGREEMENT WITH BROOKS REAL ESTATE DEVELOPMENT, LLC HAVEN AT SEA BRIGHT

Councilmember introduced and offered the following resolution for approval; seconded by Councilmember :

**WHEREAS,** agents of proposed Redeveloper, Brooks Real Estate Development, LLC submitted a request to the Borough of Sea Bright to be officially appointed as a Redeveloper; and

**WHEREAS,** the said request involves the potential development of all, or a portion of, the following properties:

## Block 13, 14 and 15 Lots 12-18, 20-22, 12&14, and 5-12 Sea Bright, NJ

**WHEREAS,** the proposed Redeveloper seeks to be appointed the Official Redeveloper and to subsequently develop the properties, or a portion thereof, in the general manner set forth in the Redeveloper's written proposal; and

**WHEREAS,** in connection therewith, it will be necessary for the Borough to engage Consultants and Professionals with respect to the proposed Redeveloper's Proposal, with respect to the review of the project, and with respect to the review of other information related thereto (hereinafter collectively referred to as the "Undertakings"); and

**WHEREAS,** the proposed Redeveloper recognizes that the Borough will incur costs and expenses in connection with the aforesaid undertakings; and

**WHEREAS,** the proposed Redeveloper is willing to defray the Borough's costs and expenses in the said regard, with no assurance of any particular result; and

**WHEREAS,** the proposed Redeveloper has therefore agreed to deposit with the Borough an initial amount of Three Thousand (\$3,000.00) Dollars (hereinafter referred to as the "Escrow Deposit"), to be deposited in an escrow account, and held and disbursed in accordance with the provisions of the within Agreement; and

**NOW, THEREFORE, BE IT RESOLVED,** that the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, does hereby agree to hold \$3,000.00 in an escrow account to be disbursed as payment for costs incurred by the Borough to engage Consultants and Professionals in connection with the review of the proposed Redevelopment plan submitted from Brooks Real Estate Development, LLC for Haven at Sea Bright; and

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

- 1. Fiscal Officer
- 2. The Break at Sea Bright, LLC

Roll Call: Birdsall, Keeler, Kelly, Leckstein, Rooney, Schwartz

March 19, 2019

#### CERTIFICATION

I, Christine Pfeiffer, do hereby certify that the foregoing is a resolution adopted by the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, at a Council Meeting held on March 19, 2019.

#### ESCROW AND FUNDING AGREEMENT

THE WITHIN ESCROW AND FUNDING AGREEMENT (hereinafter referred to as the "Agreement") is made on this \_\_\_\_\_ day of \_\_\_\_\_\_, 2019, by and between the following:

THE BOROUGH OF SEA BRIGHT (hereinafter referred to as "Sea Bright"), a Municipal Corporation of the State of New Jersey, with a principal business address of 1167 Ocean Avenue, Sea Bright, NJ 07760; and

BROOKS REAL ESTATE DEVELOPMENT, LLC, a Limited Liability Company of the State of New Jersey and proposed Redeveloper, (hereinafter referred to as the "Redeveloper") having a principal office located at 305 Bond Street, 3<sup>rd</sup> Floor, Asbury Park, NJ 07712; and

#### **PREAMBLE**

WHEREAS, Agents of the proposed Redeveloper have submitted and/or will submit a request to the Borough of Sea Bright to be officially appointed as a Redeveloper, and;

WHEREAS, the said request involves the potential development of all, or a portion of, the following properties:

Block 13, 14, and 15 Lots 12-18, 20-22, 12 & 14 and 5-12 Sea Bright, NJ

WHEREAS, the proposed Redeveloper seeks to be appointed or will seek to be appointed the Official Redeveloper and to subsequently develop the properties, or a portion thereof; and

WHEREAS, in connection therewith, it will be necessary for the Borough to engage Consultants and Professionals with respect to the proposed Redeveloper's Proposal, with respect to the review of the project, and with respect to the review of other information related thereto (hereinafter collectively referred to as the "Undertakings"); and

WHEREAS, the proposed Redeveloper recognizes that the Borough will incur costs and expenses in connection with the aforesaid undertakings; and

WHEREAS, the proposed Redeveloper is willing to defray the Borough's costs and expenses in the said regard, with no assurance of any particular result; and

WHEREAS, the proposed Redeveloper has therefore agreed to deposit with the Borough an initial amount of Three Thousand (\$3,000.00) Dollars (hereinafter referred to as the "Escrow Deposit"), to be deposited in an escrow account, and held and disbursed in accordance with the provisions of the within Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED, in consideration of the foregoing, and for other good and valuable consideration, and intending to be legally bound, the Parties hereby agree as follows:

## 1. Scope of Reimbursable Services:

a. Pursuant to the within Agreement, the Borough is entitled to be reimbursed by the proposed Redeveloper for payment of actual third party professional fees incurred in connection with the undertakings, including, but not limited to, the review and preparation of documents, agreements, or review memoranda relating thereto, the issuance/receipt/review of correspondence related thereto, appearance at necessary Borough Council

Meetings, Sub-Committee Meetings of the Borough Council, and / or Planning Board Meetings, and the review, receipt, and preparation of communications with the proposed Redeveloper and/or its professionals, and other governmental entities, or other retained professionals (hereinafter collectively referred to as "reimbursable activities"). In that regard, the proposed Redeveloper has determined to fund the reimbursable activities in accordance with the terms and provisions of the within Agreement.

- b. Properly reimbursable costs shall be reasonably necessary and shall relate to the reimbursable activities actually performed by the third party professional(s).
- c. The within escrow deposit is separate from, and in addition to, all other application fees which may be required by the Borough, pursuant to applicable provisions of the <u>Municipal Land Use Law</u>;

## 2. Deposit and Administration of Escrow Funds:

a. The within Escrow Deposit shall be held by the Borough in an account (hereinafter referred to as the "Escrow Account"), complying with the requirements of N.J.S.A: 40A:5-15 of the Local Fiscal Affairs Law (N.J.S.A 40A:5-1 seq.).

## 3. Payments from the Escrow Fund; Disputed Charges:

a. The Escrow Deposit shall be used to pay the costs and expenses set forth herein.

- b. The proposed Redeveloper shall not be charged, and amounts shall not be paid from the Escrow Deposit, for any costs and expenses not associated with the reimbursable activities. The only costs which shall be included shall be associated with the reasonable time of the Professional(s), and actual/reasonable out-of-pocket expenses of such professionals or outside consultants, including normal and typical expenses incurred in connection with such reimbursable activities submitted and approved in accordance with the within Agreement.
- c. Each payment for professional services charged to the Escrow Account shall be made pursuant to a Voucher from the Borough, indicating each Professional, identifying the personnel performing the reimbursable activities, each date the services were performed, the hours spent for the same (not greater than 1/10 increments), the hourly rate, and narrative defining/outlining the properly reimbursable expenses. The Borough shall require that the Professionals simultaneously send an informational copy of each Voucher, Statement, or Bill (submitted to the Borough) to the proposed Redeveloper; provided that each such informational Voucher or Statement, may, if necessary, be redacted (in part or in full) if and as necessary to prevent disclosure of privileged or otherwise confidential matters.

- d. The proposed Redeveloper may dispute the propriety or reasonableness of professional charges as set forth in the Voucher or Statement, including any final accounting, (to be paid out of the escrow deposit) by written notice to the Borough. A copy of such notice shall be sent simultaneously to the Professional/Professionals whose charges are the subject of the dispute. Such a written notice of a disputed charge shall be provided within twenty (20) days from the proposed Redeveloper's receipt of the informational copy of the Professional's Voucher.
- e. During the pendency of the dispute, the Borough may continue to pay undisputed charges out of the Escrow Account. If, for any reason, a dispute over a charge is resolved in favor of the proposed Redeveloper (after having already been paid), then, in that event, the Professional (shall appropriately reimburse the Escrow Account).

## 4. Accounting and Additional Deposits:

From time to time, and/or as reasonably requested by the proposed Redeveloper, the Borough shall prepare, and send to the proposed Redeveloper, a statement which shall include an accounting of funds, listing all deposits, disbursements, and a cumulative balance of the escrow account. If, at any time, the balance in the escrow account is less than One Thousand (\$1,000.00) Dollars, the Borough shall provide the proposed Redeveloper with a notice of

the escrow deposit balance, with a demand for a supplemental submission, and the proposed Redeveloper shall replenish the escrow account so that the account deposit in the escrow account shall, at least, equal the original Three Thousand (\$3,000.00) Dollar escrow deposit amount.

#### 5. Close Out Procedures:

The proposed Redeveloper may, at any time, send written notice, via certified mail, to the Municipal Administrator, requesting that the remaining balance of the escrow deposit be refunded, or otherwise applied, as agreed to, in writing, by the parties. After receipt of such notice, and within thirty (30) days thereof, the Borough shall compile and submit to the proposed Redeveloper all of the Professionals' final bills. Within thirty (30) days of receipt of the final bills, the Borough shall pay all outstanding bills, and shall, within thirty (30) days thereafter, render a final accounting to the proposed Redeveloper, detailing the uses to which the escrow deposit was put. Notwithstanding the above, within twenty (20) days of receipt of a final bill from the Borough indicating any deficiency in the escrow amount required to pay outstanding bills, the proposed Redeveloper shall replenish the escrow account, to pay such outstanding bills, as necessary. Nothing contained herein shall require the proposed Redeveloper to pay, or otherwise be responsible for, any additional charges accrued once the final

accounting has been rendered by the Borough in accordance with the within Agreement.

## 6. Municipal Land Use Law Applicability:

Notwithstanding anything contained herein to the contrary, the Parties acknowledge that the submitted escrow shall be handled/processed/administered/distributed/released in the same fashion as other professional escrow fees are handled for Planning/Zoning Applications submitted under the New Jersey Municipal Land Use Law.

## 7. Governing Law, Forum Selection, and Waiver of Jury Trial:

The Parties agree that the within Agreement shall be governed by, and interpreted according to, the Laws of the State of New Jersey. Each of the Parties hereby irrevocably submits to the jurisdiction of the Superior Court of New Jersey, Monmouth County, for the purposes of any suit, action, proceeding, or judgment relating to, or arising out of, the within Agreement, and the transactions contemplated thereby. Each of the Parties furthermore agree that any claims related to, or arising out of, the within Agreement, and the transactions contemplated thereby, shall be tried before a Judge, and without a Trial By Jury.

## 8. Entire Agreement:

The within Escrow and Funding Agreement contains the entire Agreement of the Parties relative to the subject matter hereof. Any amendment hereto, or modifications or variations hereof, shall be ineffective, unless in writing, and signed by each of the Parties hereto.

## 9. Effective Date:

The within Agreement shall not become effective unless and until the within Agreement is signed, and the initial escrow deposit is tendered to the Borough of Sea Bright.

IN WITNESS WHEREOF, the Parties have executed the within Agreement on the day and year first written above:

WITNESS:	BOROUGH OF SEA BRIGHT A Municipal Corporation
	By: Joseph L. Verruni, Administrator
WITNESS:	BROOKS REAL ESTATE DEVELOPMENT, LLC
	By: TRio Bixik , Managing Member

## RESOLUTION NO. 55-2019 AUTHORIZING REQUESTS FOR PROPOSALS FOR PROFESSIONAL SERVICES

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

WHEREAS, the Borough Council is desirous of receiving proposals for the following:

- a) Professional Appraisal Services to Defend the 2019 State Tax Court Appeals
- b) Preparation of the 2019 Added Assessment Tax List

**WHEREAS,** specifications for the aforesaid items will be on file in the Borough Clerk's Office, and will be available for inspection.

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Sea Bright, County of Monmouth that it does hereby authorize the Borough Clerk to advertise for requests for proposals for the aforesaid items as per the specifications on file and will be received by the Borough Tax Assessor, 1167 Ocean Avenue, Sea Bright, New Jersey no later than 12:00 noon on April 26, 2019; and

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

- 1. Finance Manager
- 2. CFO
- 3. Tax Assessor

Vote: Birdsall, Keeler, Kelly, Leckstein, Rooney, Schwartz

March 19, 2019

#### **CERTIFICATION**

I, Christine Pfeiffer, Borough Clerk, do hereby certify that the foregoing is a Resolution adopted by the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey at a Council Meeting held on March 19, 2019.

## RESOLUTION NO. 56-2019 AUTHORIZING SEWERAGE RATES AND CHARGES FOR FIRST QUARTER OF 2019

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

**WHEREAS,** the Governing Body of the Borough of Sea Bright authorizes the rates and charges of the municipal public utility for sewerage for the first quarter of 2019; and

**WHEREAS,** any previous schedule of charges adopted by the Mayor and Council of the Borough of Sea Bright which are inconsistent herewith are hereby rescinded; and

WHEREAS, the rates and charges for the utilities are as follows:

- 1. The 2019 first quarter sewerage rate will be at the rate of \$9.90 for every 1,000 gallons of water consumed by the customer.
- 2. The charges shall be due and payable in 2019 within 10 days after the due date of the municipal sewer utilities bill. If the bill is not timely paid, the outstanding bill shall be considered a municipal charge and shall be subject to the same rate of interest accruing on delinquent taxes. The first quarter billing in 2019 shall be mailed during April of 2019 for consumption billed by the water company from mid December 2018 through mid March 2019.
- 3. Consumption shall be based upon the information provided to the Borough of Sea Bright Municipal Sewer Utility by the New Jersey American Water Company. The customers that are billed by the New Jersey American Water Company on a quarterly basis shall have their sewer charge based upon the quarterly water charges from New Jersey American Water Company. Those customers that are billed on a monthly basis by New Jersey American Water Company shall have their bills based upon their water consumption.
- 4. All customers of the municipal sewer utility shall be billed for at least 10,000 gallons quarterly. This minimum charge shall be \$99.00 for the first quarter of 2019.
- 5. The consumption charges shall be billed to the metered townhouse or condominium association or corporation for payment.
- 6. If any section, subsection, clause or provision of this Schedule of Charges shall be adjudged unconstitutional or to be ineffective in whole or in part, to the extent that it is not adjudged unconstitutional or is not effective, it shall be valid and effective; and no other section, subsection, clause or provision of this Schedule of Charges shall on account thereof be deemed invalid or ineffective and the inapplicability or invalidity of any section, subsection, clause or provision of this Schedule of Rates and Charges in any one or more instances or under any one or more circumstances shall not be taken to affect or prejudice in any way its applicability or validity in any other instances or under other circumstances.

7. A copy of same shall at all times be kept on file at the office of the Tax/Sewer Utility Collector at 1167 Ocean Avenue, Sea Bright, New Jersey and shall at all reasonable times be open to public inspection.

**NOW, THEREFORE, BE IT RESOLVED,** by the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey that the utility is hereby authorized to publish a notice of final adoption of said Resolution of Rates and Charges.

**BE IT FURTHER RESOLVED,** by the Borough Council of the Borough of Sea Bright that they hereby authorize the utility to forward a copy of said Resolution of Rates and Charges to the customers of the utility at the utility's discretion.

Roll Call: Birdsall, Keeler, Kelly, Leckstein, Rooney, Schwartz

March 19, 2019

#### CERTIFICATION

I, Christine Pfeiffer, Borough Clerk, do hereby certify that the foregoing is a Resolution adopted by the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, at a Council Meeting held on March 19, 2019.

## RESOLUTION No. 57-2019 AUTHORIZING 2019 FARMERS' MARKET BOROUGH OF SEA BRIGHT

Councilmember introduced and offered the following resolution for approval; seconded by Councilmember :

**WHEREAS**, the Borough Council believes the Sea Bright Farmers' Market will benefit the community, residents, businesses and visitors by providing a variety of goods and services from various local vendors; and

**WHEREAS,** Community Green Market Organizers who began the Farmers' Market in the Borough in the summer of 2014 transferred the operations and management of the Farmers' Market to the Borough; and

**WHEREAS,** various residents of Sea Bright have volunteered to act as the "community organizers" and "custodians of record" of the Sea Bright Farmers' Market; and

**WHEREAS**, the custodians of record will maintain and submit all related documents to the Borough Clerk; and

**WHEREAS,** all fees collected will be deposited within 48 hours in to the Public Relations Trust; and

**WHEREAS,** the Borough of Sea Bright wishes to continue the Sea Bright Farmers' Market in the Borough on Thursdays beginning on June 6, 2019 thru September 26, 2019, between the hours 1 pm and 6 pm, rain or shine.

**NOW, THEREFORE, BE IT RESOLVED** the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey hereby authorizes the 2019 Sea Bright Farmers' Market to operate in our community beginning on June 6, 2019 through September 26, 2019; and

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

- 1. Borough Administrator
- 2. Borough Police Chief
- 3. Community Organizers

Roll Call: Birdsall, Keeler, Kelly, Leckstein, Rooney, Schwartz

April 2, 2019

#### **CERTIFICATION**

I, Christine Pfeiffer, do hereby certify that the foregoing is a resolution adopted by the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, at a Council Meeting held on April 2, 2019.

Christine Pfeiffer,	Borough Clerk	

## RESOLUTION NO. 58-2019 APPROVING PROPOSAL FROM T&M ASSOCIATES FOR SEWAGE COLLECTION SYSTEM REHABILITATION EVALUATION

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

**WHEREAS,** the Borough of Sea Bright recognizes the need to proactively assess the condition of its sewage collection system and to develop a plan for rehabilitation and reduce the likelihood of future failures; and

**WHEREAS,** Oswald Enterprises Inc. was hired to inspect selected sanitary sewers at various locations throughout the Borough and the findings were submitted to the Borough in a report dated January 2019; and

**WHEREAS**, the governing body asked the Borough Engineer, T&M Associates to provide a detailed evaluation of the repairs and the proposed construction phasing with preliminary construction cost estimates and prioritization of the repairs; and

**WHEREAS,** T & M Associates has submitted a proposal dated March 12, 2019 (attached hereto), consisting of a Scope and Fee Estimate for Professional Engineering Services to prepare an evaluation and outline a long-term approach to the sewage collection system rehabilitation in the Borough for a fee not to exceed \$5,240.00; and

**WHEREAS,** it is the recommendation of the Borough Administrator that the proposal dated March 12, 2019 be accepted from T & M Associates; and

## **CERTIFICATION OF FUNDS**

I, Michael J. Bascom, Chief Financial Officer of the Borough of Sea Bright, has certified that funds in the amount of \$5,240.00 are available in Bond Ordinance No. 01-2014 (S-06-55-506-002) for the purpose stated herein.

Michael J. Bascom, CFO

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Sea Bright, in the County of Monmouth, State of New Jersey that the proposal submitted by T&M Associates for Sewage Collection System Rehabilitation Evaluation throughout the Borough is hereby approved for a sum not to exceed \$5,240.00; and

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

- 1. Finance Manager
- 2. T&M Associates
- 3. Public Works

Roll Call: Birdsall, Keeler, Kelly, Leckstein, Rooney, Schwartz

March 19, 2019

## Certification

I, Christine Pfeiffer, Borough Clerk, do hereby certify the foregoing is a Resolution adopted by the Borough of Sea Bright, in the County of Monmouth, State of New Jersey, at a Council Meeting held on March 19, 2019.

Christine Pfeiffer,	Daniel Clark
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YOUR GOALS, OUR MISSION.

SBRT-G1901

March 12, 2019 Via Email (jverruni@seabrightnj.org)

Joseph Verruni, Borough Administrator Borough of Sea Bright 1167 Ocean Avenue Sea Bright, NJ 07760

Re: Proposal for Professional Services

Sewage Collection System Rehabilitation Evaluation

Borough of Sea Bright

Dear Mr. Verruni:

T&M Associates (T&M) is pleased to provide this proposal to assist the Borough with a proposal for engineering services associated with the evaluation of the sewage collection system rehabilitation. We look forward to working with you and your staff on this important project.

#### PROJECT UNDERSTANDING

The Borough of Sea Bright recognizes the need to proactively assess the condition of your sewage collection system and to develop a plan for rehabilitation and reduce the likelihood of future failures. As a result, the Borough hired Oswald Enterprises Inc. to inspect selected sanitary sewers at various locations throughout Sea Bright. The contractor televised various sanitary sewer pipes within the Borough limits. Findings are summarized in the inspection report provided by Oswald Enterprises Inc dated January 2019. The inspection report was briefly evaluated by T&M and required repairs were summarized and presented to the Borough representatives at the meeting on February 13, 2019. At the meeting T&M was asked to provide a more detailed evaluation of the repairs and the proposed construction phasing along with preliminary construction cost estimates and prioritization of the repairs that would lead to preparation of the construction contract to address the collection system deficiencies over time. This proposal is for the engineering services to prepare such an outline and long-term approach to the sewage collection system rehabilitation in the Borough.

### SCOPE OF WORK

In order to complete the long-term approach to the sewage collection system rehabilitation in the Borough, T&M Associates will provide the following scope of services:

- 1. Review televised sewer files and develop a rating system for each pipe segment.
- 2. Provide recommendations on extent of rehabilitation and method of rehabilitation.
- 3. Develop a capital plan that is prioritized based on the level of deterioration and risk associated with the particular pipe segment.
- 4. Prepare summary of findings based on the Oswald report.
- 5. Prepare prioritized list of recommended sewer repairs along with the associated preliminary construction cost estimates.
- 6. Prepare a letter report which summarizes the results and findings of the evaluation.
- 7. Schedule and attend one meeting with the Borough representatives to discuss the findings and proposed long-term approach to the sewage collection system rehabilitation in the Borough. The meeting will allow us to establish budgets and limits of the first construction rehabilitation project, discuss the bidding approach to assure the project falls into the assigned construction budget and system rehabilitation schedule.



Re: Proposal for Professional Services
Sewage Collection System Rehabilitation Evaluation
Borough of Sea Bright

8. Based on the agreed scope of repairs, a separate follow up proposal for engineering services will be prepared by T&M. The proposal will include preparation of bid quality construction documents including plans and specification and bidding documents for the procurement of a firm to perform the rehabilitation of the selected sections of the Borough sanitary sewer collection system.

#### **DELIVERABLES**

T&M Associates will provide the Borough with a letter report including a menu of the proposed collection system repairs, proposed/recommended prioritizing and phasing of the repairs.

#### SCHEDULE AND FEE

Once Governing Body Authorization is obtained, the project may commence. We anticipate the letter report will be completed within four weeks after the Borough authorization. In order to complete the services outlined above, and in accordance with the schedule set forth herein, we are proposing a not-to-exceed fee of \$5,240.00 to be billed monthly in accordance with our current contract with the Borough.

We are respectfully requesting that this proposal be considered at the next available meeting of the Governing Body on March 19, 2019.

If you have any questions or need additional information, please do not hesitate to contact me.

Very truly yours,

**T&M ASSOCIATES** 

FRANCIS W. MULLAN, P.E., C.M.E. SEA BRIGHT BOROUGH ENGINEER

CLAIRE K. PETRUZZELLA, P.E., P.P., C.M.E. PRINCIPAL ENGINEER

#### CKP:AK

c: Christine Pfeiffer, Borough Clerk (cpfeiffer@seabrightnj.org)
Roger McLaughlin, Esq., Borough Attorney (rmclaughlin@wall-lawyers.com)
Michael Bascom, CFO (mbascom@neptunetownship.org)
Dave Bahrle, Director of Public Works (dbahrle@seabrightnj.org)

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## BOROUGH OF SEA BRIGHT VOUCHER LIST MARCH 19, 2019

01005 ADP, INC. 19-00297 03/13/19 PAYROLL	Open	416.18
19-00320 03/15/19 PAYROLL	Open	910.60
		1,326.78
02113 AMERICAN WATER 19-00317 03/15/19 WATER USAGE	Open	320.87
01241 BAIN'S HARDWARE, INC. 19-00328 03/15/19 HARDWARE	Open	1,140.98
01102 BALLY'S PARK PLACE CASINO 19-00279 03/11/19 DPW	Ореп	90.28
01957 BENEMAX BENEFIT MANAGEMENT CO. 19-00271 03/07/19 HEALTH INS	Open	672.00
01974 BOROUGH OF SEA BRIGHT COURT 19-00312 03/14/19 COURT	Open	64.47
2569 CANNON, GREGORY J. 19-00293 03/13/19 COURT	Open	1,750.00
00256 CLEARY, GIACOBBE, ALFIERI & 19-00319 03/15/19 LEGAL	Open	135.00
00198 COMCAST 19-00330 03/15/19 INTERNET	Open	496.88
01493 COOPERATIVE INDUSTRIES, L.L.C. 19-00307 03/14/19 NATURAL GAS	0pen	1,438.91
2267 EMERGENCY REPORTING 18-01364 10/23/18 FIRE	0pen	100.00
00506 FARMER, JANE 19-00304 03/14/19 LIBRARY	Open	364.23
00978 FRIEDMAN, BRETT 19-00287 03/13/19 POLICE	Open	208.99
02101 GANNETT NJ 19-00292 03/13/19 CLERK	Open	15.36
02181 GATEWAY PRESS 19-00241 02/28/19 POLICE	Open	144.00
02219 Goodyear Auto Service Center 19-00234 02/27/19 POLICE	Open	459.68
01838 HOLMAN, FRENIA, ALLISON, P.C. 19-00295 03/13/19 AUDIT	Open	6,000.00
2517 INTERGLOBE COMMUNICATIONS 19-00294 03/13/19 PHONE	Open	498.75
01526 JCP & L 19-00310 03/14/19 ELECTRIC	Open	4,105.51

02224 JERSEY CAPE DIAGONOSTIC CENTER 19-00322 03/15/19 BEACH	Open	992.25
01784 JUNGLE LASERS, LLC 19-00305 03/14/19 BLDG. DEPT	Open	270.00
2563 LEGACY CONSTRUCTION MNGMNT. 19-00184 02/12/19 MUNICIPAL COMPLEX	Open	5,512.02
2278 MCLAUGHLIN, STAUFFER & SHAKLEE 19-00266 03/07/19 LEGAL	Open	12,182.45
00688 MONMOUTH COUNTY POLICE ACADEMY 19-00325 03/15/19 POLICE	Open	2,000.00
00441 MONMOUTH COUNTY TREASURER 19-00296 03/13/19 INTERLOCAL SERVICE	Open	82,729.00
02256 MONMOUTH TELECOM 19-00321 03/15/19 PHONE	Open	1,261.66
00067 MOTOROLA SOLUTIONS, INC. 19-00204 02/15/19 POLICE	Open	590.00
00020 NJ ASSOC OF CHIEFS OF POLICE 19-00227 02/27/19 POLICE	Open	3,250.00
2570 OCEAN RIVER ESTATES, LLC 19-00318 03/15/19 TAX OVERPAYMENT	Open	1,501.82
00046 ONE CALL CONCEPTS, INC. 19-00324 03/15/19 CALL BEFORE YOU DIG	Open	36.72
2372 PAYARGO, INC. 19-00298 03/14/19 TAX COLLECTOR	Open	103.95
2290 PORZIO, BROMBERG & NEWMAN 19-00302 03/14/19 LEGAL	Open	10,567.00
02026 PUBLIC STORAGE 19-00291 03/13/19 POLICE	0pen	390.00
2280 ROONEY III, CHARLES 19-00311 03/14/19 TAX OVERPAYMENT	Open	1,118.33
01554 SEA BRIGHT SERVICE CENTER 19-00233 02/27/19 POLICE 19-00235 02/27/19 DPW 19-00263 03/07/19 POLICE	Open Open Open	345.74 270.06 102.95
		718.75
00027 SEABOARD WELDING SUPPLY, INC. 19-00331 03/15/19 DPW	Open	43.50
2535 SUBURBAN DISPOSAL, INC. 19-00299 03/14/19 DUMPSTERS 19-00300 03/14/19 TRASH REMOVAL 19-00301 03/14/19 LANDFILL	Open Open Open	531.36 11,330.94 4,771.55
		16,633.85

01931 SUBURBAN 19-00290 03/13/1		Open	612.26
01285 THE HOME 19-00285 03/11/1	9 BLDGS & GRDS	Open	66.51
19-00327 03/15/1		Open	20.46
01243 TREASURER 19-00267 03/07/1	R, STATE OF NEW JERSEY 19 TIDELANDS	0pen	200.00
01577 TREASUREF 19-00306 03/14/1		Open	25.00
2291 VERIZON 19-00329 03/15/1	.9 FIOS	Open	99.99
01960 VERIZON 19-00332 03/15/1	.9 FIOS	Open	246.60
02061 VERIZON W		Open	192.05
19-00313 03/14/1 19-00314 03/14/1		Open	104.72
19-00315 03/14/1		Open	149.48
			446.25
01164 WATCHUNG	SPRING WATER CO, INC.		
19-00326 03/15/1		Open	317.56
00077 WEX BANK			
19-00308 03/14/1	9 GASOLINE	Open	3,903.98
2558 WILLIAMS	SCOTSMAN, INC.		
19-00316 03/15/1	9 TRAILERS	Open	2,527.48
		TOTAL:	\$167,700.08
MANUAL CHECKS:			
3/14/2019	Gannett NJ		
19-00303	Planning Board:Legal Ads/Escrow Accts.		\$61.44
	Training board. Ecgar May Estrow Motis.		<b>402.</b>
3/7/2019	Hoder, David		
19-00261	Engineer:Review/Inspctn-Escrow Accts.		\$1,762.50
3/15/2019	NJ DEPT OF HEALTH		\$9.00
19-00323	MONTHLY DOG REPORT/FEES		

TOTAL: \$1,832.94

GRAND TOTAL: \$169,533.02