

**AGENDA
REGULAR MEETING
BOROUGH OF SEA BRIGHT**

OCTOBER 15, 2024

SEA BRIGHT, NEW JERSEY

TO ATTEND THIS MEETING REMOTELY PLEASE USE THE FOLLOWING:

<https://meet.goto.com/924291429>

OR DIAL: 872-240-3212

Access Code: 924-291-429

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 8, 2024. 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)	BIEBER ____	CATALANO ____	GORMAN ____
	KEELER ____	LAMIA ____	LECKSTEIN ____
Mayor	KELLY ____		

MOMENT OF SILENCE FOR THE FOLLOWING MEMBERS OF THE SEA BRIGHT COMMUNITY WHO PASSED AWAY:

**Eleanor Dubina
Stephen G. Kelly
Edward Wells**

PROCLAMATION: RECOGNIZING DAVID H. ESTELLE for 50 years of dedicated service to Sea Bright Fire Rescue

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

09-11-2024	Workshop Meeting
09-11-2024	Executive Session
09-17-2024	Regular Meeting
09-17-2024	Executive Session
09-25-2024	Special Meeting

Resolutions:

- | | |
|---------------------|--|
| No. 162-2024 | Monmouth County SPCA 2025 Contract |
| No. 163-2024 | Authorizing Agreement with Quench for a Drinking Water Filtration System |
| No. 164-2024 | Authorizing Request for Proposals/Qualifications for Various 2025 Professional Services |
| No. 165-2024 | Authorizing Receipt of Bids Summer Business to Operate on the Sea Bright Municipal Beach |
| No. 166-2024 | Consideration of Bid Received for Solid Waste and Recyclable Materials Collection and Disposal Services |
| No. 167-2024 | Approving Final Payment, Change Order No. 1 and Acceptance of Maintenance Guarantee for FY2021 and FY2022 Municipal Aid Programs for Road Improvements – Flore Paving Co., Inc. |
| No. 168-2024 | Accept the Performance Guarantee(s) for Block 12, Lot 10 – 16 New Street Cambridge Custom Homes, LLC |
| No. 169-2024 | Refund of Overpayment Certificate of Occupancy Application |
| No. 170-2024 | Approving Final Payment and Acceptance of Maintenance Guarantee for Beach Street Viewing Platform JayAdit Builders, LLC |
| No. 171-2024 | Halloween Curfew |
| No. 172-2024 | Donation of 2025 Beach Badges |
| No. 173-2024 | Approving Proposal from Quality Electrical Construction Co. to Remove Abandoned Wires within the Borough of Sea Bright |
| No. 174-2024 | Approving Proposal from Leon S. Avakian, Inc. for Engineering Services for the Ocean Avenue Sanitary Lining at Imbrie Place |
| No. 175-2024 | Approving Proposal from Leon S. Avakian, Inc. for Engineering Services for the Sanitary Sewer Manhole Replacement Project on Ocean Avenue |
| No. 176-2024 | Hiring Volunteer Firefighters |

Roll Call: Bieber____ Catalano____ Gorman____ Keeler____ Lamia____ Leckstein____

ORDINANCE(s):

Public Hearing: Mayor Kelly to read the ordinance by title:

ORDINANCE NO. 14-2024

AN ORDINANCE OF THE BOROUGH OF SEA BRIGHT AMENDING CHAPTER 130, "LAND USE" OF THE CODE OF THE BOROUGH OF SEA BRIGHT, CREATING A RESIDENTIAL OVERLAY ZONE FOR BLOCK 19, LOTS 2, 2.01 AND 3

Monmouth County Planning Board Acknowledgement Received 09/17/24

Borough of Sea Bright Planning Board Acknowledgement Received 09/25/24

Councilmember _____ offered a motion to open the public hearing on Ordinance No. 14-2024; seconded by Councilmember _____

Roll Call: Bieber____ Catalano____ Gorman____ Keeler____ Lamia____ Leckstein____

Public Hearing (Ord. No. 14-2024)

Councilmember _____ offered a motion to close the public hearing on Ordinance No. 14-2024; seconded by Councilmember _____

Roll Call: Bieber____ Catalano____ Gorman____ Keeler____ Lamia____ Leckstein____

Councilmember _____ offered a motion to adopt Ordinance No. 14-2024 and advertise according to law; seconded by Councilmember _____

Roll Call: Bieber____ Catalano____ Gorman____ Keeler____ Lamia____ Leckstein____

Public Hearing: Mayor Kelly to read the ordinance by title:

BOND ORDINANCE NO. 15-2024

BOND ORDINANCE PROVIDING AN APPROPRIATION OF \$240,000 FOR SEWER UTILITY IMPROVEMENTS FOR AND BY THE BOROUGH OF SEA BRIGHT IN THE COUNTY OF MONMOUTH, NEW JERSEY AND, AUTHORIZING THE ISSUANCE OF \$228,000 BONDS OR NOTES OF THE BOROUGH FOR FINANCING PART OF THE APPROPRIATION.

Councilmember _____ offered a motion to open the public hearing on Bond Ordinance No. 15-2024; seconded by Councilmember _____

Roll Call: Bieber____ Catalano____ Gorman____ Keeler____ Lamia____ Leckstein____

Public Hearing (Bond Ord. No. 15-2024)

Councilmember _____ offered a motion to close the public hearing on Bond Ordinance No. 15-2024; seconded by Councilmember _____

Roll Call: Bieber____ Catalano____ Gorman____ Keeler____ Lamia____ Leckstein____

Councilmember _____ offered a motion to adopt Bond Ordinance No. 15-2024 and advertise according to law; seconded by Councilmember _____

Roll Call: Bieber____ Catalano____ Gorman____ Keeler____ Lamia____ Leckstein____

Public Hearing: Mayor Kelly to read the ordinance by title:

CAPITAL ORDINANCE NO. 16-2024
**AN ORDINANCE PROVIDING FUNDING FOR VARIOUS CAPITAL
ACQUISITIONS FOR THE BOROUGH OF SEA BRIGHT AND APPROPRIATING
\$150,000 FOR SUCH PURPOSE.**

Councilmember _____ offered a motion to open the public hearing on Capital Ordinance No. 16-2024; seconded by Councilmember _____

Roll Call: Bieber____ Catalano____ Gorman____ Keeler____ Lamia____ Leckstein____

Public Hearing (Capital Ord. No. 16-2024)

Councilmember _____ offered a motion to close the public hearing on Capital Ordinance No. 16-2024; seconded by Councilmember _____

Roll Call: Bieber____ Catalano____ Gorman____ Keeler____ Lamia____ Leckstein____

Councilmember _____ offered a motion to adopt Capital Ordinance No. 16-2024 and advertise according to law; seconded by Councilmember _____

Roll Call: Bieber____ Catalano____ Gorman____ Keeler____ Lamia____ Leckstein____

Public Hearing: Mayor Kelly to read the ordinance by title:

ORDINANCE NO. 17-2024
**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 70, ENTITLED "BUILDING
CONSTRUCTION," ARTICLE I, "UNIFORM CONSTRUCTION CODE, "SECTION 70-3, "FEES,"
OF THE CODE OF THE BOROUGH OF SEA BRIGHT**

Councilmember _____ offered a motion to open the public hearing on Ordinance No. 17-2024; seconded by Councilmember _____

Roll Call: Bieber____ Catalano____ Gorman____ Keeler____ Lamia____ Leckstein____

Public Hearing (Ordinance No. 17-2024)

Councilmember _____ offered a motion to close the public hearing on Ordinance No. 17-2024; seconded by Councilmember _____

Roll Call: Bieber____ Catalano____ Gorman____ Keeler____ Lamia____ Leckstein____

Councilmember _____ offered a motion to adopt Ordinance No. 17-2024 and advertise according to law; seconded by Councilmember _____

Roll Call: Bieber____ Catalano____ Gorman____ Keeler____ Lamia____ Leckstein____

INDIVIDUAL ACTION/New Business:**Vouchers: \$ 798,634.86**

Councilmember _____ offered a motion to approve the Voucher List dated October 15, 2024 as submitted by the Finance Manager; seconded by Councilmember _____

Roll Call: Bieber____ Catalano____ Gorman____ Keeler____ Lamia____ Leckstein____

MAYOR AND COUNCIL COMMENTS**EXECUTIVE SESSION**

Councilmember _____ offered a motion to enter in to Closed Session; seconded by Councilmember _____

Resolution to discuss: TBD

Roll Call: Bieber____ Catalano____ Gorman____ Keeler____ Lamia____ Leckstein____

ADJOURNMENT

Councilmember _____ offered a motion to adjourn the meeting; seconded by Councilmember _____

Roll Call: Bieber____ Catalano____ Gorman____ Keeler____ Lamia____ Leckstein____

Official Proclamation

WHEREAS, the Borough of Sea Bright recognizes David H. Estelle for his 50 years of dedicated service to Sea Bright Fire Rescue; and

WHEREAS, David Estelle has been serving the Borough of Sea Bright with unwavering commitment, courage and selflessness for half a century; and

WHEREAS, the Borough of Sea Bright is eternally grateful for the dedication of our emergency responders committed to keeping our community, residents and visitors alike, safe from harm; and

WHEREAS, today, David Estelle is being honored for his exceptional dedication and tireless efforts which have made a lasting impact on all those he has helped and inspired; and

NOW, THEREFORE BE IT PROCLAIMED, that the Mayor and Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey do hereby congratulate, and thank, David H. Estelle for his 50 years of dedicated service to the community.

Mayor Brian P. Kelly
Borough of Sea Bright

October 15, 2024

RESOLUTION NO. 162-2024

MONMOUTH COUNTY SPCA

2025 CONTRACT

(January 1, 2025 through December 31, 2025)

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

WHEREAS, the Borough Council of the Borough of Sea Bright is in need of animal control services within the Borough, and

WHEREAS, the Borough of Sea Bright wishes to retain the services of the Monmouth County Society for the Prevention of Cruelty to Animals (MCSPCA) for animal control for a period beginning the 1st day of January, 2025 and ending on the 31st day of December, 2025; and

WHEREAS, the Borough Council is in receipt of the 2025 agreement (attached hereto) which outlines the scope of services to be provided, including an animal control officer, for a sum of \$4,095.00 to be prorated on a monthly basis of \$341.25; and

WHEREAS, the Borough has previously entered into a Memorandum of Understanding with the MCSPCA for the purpose of TNR (Trap, Neuter, Release Program) and wishes to continue that program at the rate of \$37.50 per cat.

CERTIFICATION OF FUNDS

Michael J. Bascom, Chief Financial Officer of the Borough of Sea Bright, has certified that funds are available in the Animal Control Trust Fund for the purposes stated herein.

MICHAEL J. BASCOM, CFO

NOW, THEREFORE, BE IT RESOLVED that the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, hereby authorize the animal control services with the Monmouth County SPCA for the year 2025 at a rate of \$4,095.00 per the attached agreement and authorize the continuation of the Memorandum of Understanding with the Monmouth County SPCA required to participate in the Trap, Neuter and Release Program; and

BE IT FURTHER RESOLVED that this agreement is made pursuant to N.J.S.A. 40:48-5.1.

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

1. Monmouth County SPCA
2. Police Department
3. Finance Manager

Roll Call: Bieber, Catalano, Gorman, Keeler, Lamia, Leckstein

October 15, 2024

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 October 15, 2024.

Christine Pfeiffer, Borough Clerk

MONMOUTH COUNTY MCSPCA

SOCIETY FOR PREVENTION OF CRUELTY TO ANIMALS

LAW ENFORCEMENT DIVISION

260 WALL STREET, EATONTOWN, NEW JERSEY 07724

732-542-0040

FAX: 732-542-4552

THIS AGREEMENT, made this _____ day of _____ by _____ and _____ between the **MONMOUTH COUNTY SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS**, a non-profit 501(c) 3 organization having principal offices at 260 Wall Street, Eatontown, New Jersey, hereinafter referred to as the "MCSPCA " and _____ the Borough of Sea Bright _____, a municipal corporation of the State of New Jersey, having principal offices at 1099 Ocean Avenue, Sea Bright, New Jersey 07760, hereinafter, referred to as the "Municipality".

WHEREAS, the Municipality wishes to retain the services of the MCSPCA for animal control for a period beginning the 1st day of January, 2025 and ending on the 31st day of December, 2025.

NOW THEREFORE, in consideration of the mutual agreements set forth below, it is agreed that:

1. The MCSPCA shall make their services as independent contractor, as an animal service provider, as hereinafter described, available to the Municipality on a daily basis, during standard business hours, as needed, five (5) days a week. Weekends, Holidays and Night emergency services (after standard day time business hours), will also be provided when necessary on the terms stated. Services are defined as the rescue, custody and care of

injured animals, trapped animals, sick animals, animals whose lives are endangered or animals present a danger to humans, including those who have bitten a person.

For the purpose of this Agreement, marine mammals, feral cats and dead deer are specifically excluded, neither shall the MCSPCA trap, rescue, or relocate or care for geese unless same is in need of veterinary care.

Upon the Municipality's request, or in the case for the need of animal humane and/or Services as defines herein, feral cat colonies will remain the responsibility of the person "caretaker" caring for the cats. If there is a sick, rabid, or injured cat, the MCSPCA will provide services and assistance, and shall be entitled to be reimbursed for all the costs and expenses to said feral cat colony. If the colony is abandoned by the caretaker and the MCSPCA is called to remove any and/or care for the colony, the costs and expenses incurred by the MCSPCA will be in addition to the cost for Services and will be the responsibility of the Municipality. If the Municipality enters into a Memorandum of Understanding (MOU) with the MCSPCA for the purpose of TNR, then all terms of the MOU shall be set forth as agreed upon by the MCSPCA and the Municipality and shall supersede certain terms in the contract.

2. The Municipality will pay the MCSPCA the sum of \$4,095.00 said sum to be prorated on a monthly basis of \$341.25. Payment for all services, including additional costs and expenses as stated herein, and unless express terms to the contrary are agreed, are due thirty (30) days after presentment of invoice and/or Municipality voucher executed by appropriate party, time is of the essence.
3. It is expressly understood, except as otherwise stated, the services include all the costs and expenses incurred by the MCSPCA or its animal control officer in the maintenance of custodial facilities and vehicle to be used by the animal control officer.

4. Upon a request from the Municipality, the MCSPCA shall respond to an emergency as defined herein. Emergency veterinary treatment will be provided to an ill or injured animal as required by the State Law regulation. The MCSPCA reserves the right in its sole discretion to determine that if the animal requires transportation to an emergency clinic on nights, weekends, or holidays, when our own veterinarians are not available.

If there is no known owner, the cost of in house services shall be covered by the MCSPCA any expense incurred by the MCSPCA for outside veterinary services will be the responsibility of the Municipality. If the owner is known, the cost and expenses will be borne by the owner.

5. The MCSPCA shall, at the request of an owner of an unwanted animal, render assistance in delivery of said animal to an appropriate humane shelter, including a shelter maintained by the SPCA. The MCSPCA will be paid for the cost and expenses of such assistance, which shall be the responsibility of the owner.
6. The MCSPCA shall use reasonable efforts to impound any stray, abandoned or unlicensed dog or cat, running at large on public property within the municipality. When such impoundment occurs, the dog or cat shall be put up for adoption or humanely disposed of, at the sole and exclusive discretion of the SPCA, after seven (7) day statutory hold period. It is expressly understood, once the MCSPCA accepts any animal and takes it into custody; it shall become the property of the MCSPCA for the disposition as stated above. The MCSPCA Animal Control Officer (ACO) or MCSPCA Humane Law Enforcement Officer shall issue summons for Municipal Ordinances and NJ Title 4 pertaining to all animal laws that apply under the scope of the ACO's employment. (ie: Dog/Cat licensing, animals running at large, dangerous dog)

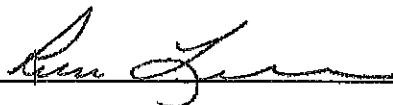
7. Upon proof of ownership, any person may redeem his/her animal from the MCSPCA upon payment to the MCSPCA and shall be responsible to pay for any vaccinations and/or necessary medical treatment that the medical team deemed necessary. Once the ownership is established, and the animal is no longer a stray, regular boarding rates at \$20.00 per day shall be paid to the MCSPCA by the owner prior to the release of the animal. No release or redemption shall be honored unless the owner provides proof of ownership and produces a current municipal dog/cat license if applicable. If an animal is unclaimed after seven (7) days, the MCSPCA shall by law take ownership of the animal and offer the animal for adoption, humanly disposed or any other disposition that the MCSPCA deems humanely appropriate.
8. Any stray dog, cat or any other animal taken into the custody of the MCSPCA and charged with biting a human being, shall be quarantined for the required period of ten (10) days. The cost and expenses incurred during this period shall be the responsibility of the owner. If no known owner, the costs shall be absorbed by the SPCA.
9. Transportation of the head of the animal suspected of rabies to the State department shall be provided by the MCSPCA under the condition that the said animal expired on the premises before the ten (10) day quarantine period referred to above. The fee for removal of the head and deliver for rabies examination will be paid by the owner of the animal or absorbed by the MCSPCA if the owner is unknown.
10. The animal control officer shall be an employee of the SPCA. The MCSPCA shall indemnify and hold the Municipality harmless from and against any damage caused by the animal control officer, expressly excluded damage caused by the animal.

11. Removal of an animal, including wildlife, inside a home, apartment building, garage, roof, etc., "residence", is not covered under this agreement. The MCSPCA reserves the right to answer/respond to those calls; however, the owner of the premises will be charged \$90.00 per hour during standard business hours and \$118.00 after standard hours. If the nature of the call is deemed by a police officer to pose a public safety risk, the MCSPCA shall respond and handle the call at no cost to the homeowner.
12. The MCSPCA shall not be responsible for handling deer or any wildlife carcasses; however the MCSPCA shall retrieve Injured/ Injured deer or wildlife at the SPCA's discretion.
13. The Municipality will be charged at an additional charge, a boarding fee of \$20.00 per day, payable monthly, for any animal which, upon request of the Municipality as part of a court process or upon order from a court shall impound an animal. The Municipality agrees to expressly seek reimbursement from the costs incurred by the MCSPCA as any judgement from the owner, in the absence as such; the costs shall be the responsibility of the Municipality.
14. The signatory of this document represents that it/he/she possess the requisite authority to bind the public entity further represents the execution of the Agreement is authorized by Municipality.
15. Except for non-payment, this Agreement contract may be determined during the Term by either party upon sixty (60) days written notice by Certified Mail, Return Receipt Requested, to the other party, in its sole discretion the terminating party may provide an opportunity to cure.
16. It is expressly agreed that the MCSPCA is not obligated to incur any cost, expense or legal fees as a consequence of the failure of the Municipality to timely and fully remit all payment due hereunder; such costs, expenses, legal fees shall be the sole responsibility of the Municipality.

17. The Parties hereto shall indemnify and hold the other harmless from and against any claim, award, cost, expense by any third party, not affiliated in any way employed by either party for any damage or injury caused by the act or omission of the indemnifying party or its agents.

THIS AGREEMENT is a sole expression of the understanding between the parties and may only be modified by a written amendment signed by both parties.

MONMOUTH COUNTY SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS

BY: 

Ross Lictra
Executive Director

***MUNICIPALITY*Borough of Sea Bright**

BY: _____

ATTEST

RESOLUTION NO. 163-2024
AUTHORIZING AGREEMENT WITH QUENCH
FOR A DRINKING WATER FILTRATION SYSTEM

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

WHEREAS, the Borough is in need of a drinking water filtration system for Borough facilities; and

WHEREAS, the Borough of Sea Bright is in receipt of a proposal from Quench USA, Inc. to provide the abovementioned services not to exceed a one-time installation fee of \$360 and a monthly rental fee of \$220; and

WHEREAS, the purchase of goods and services by local contracting units is authorized by Local Public Contracts Laws, N.J.S.40A:11-12; and

WHEREAS, the Borough Attorney and Administrator have reviewed the proposal attached hereto and recommend the Borough execute a 24-month rental agreement with Quench USA, Inc. with the option to renew for consecutive one-year terms.

CERTIFICATION OF FUNDS

I, Michael J. Bascom, Chief Financial Officer of the Borough of Sea Bright do hereby certify that funds will be available in Budget Line Items Beach 4-09-55-502-220, Municipal Complex 4-01-20-100-220, and DPW 4-01-26-290-220 for the purposes stated herein.

MICHAEL J. BASCOM, CFO

NOW, THEREFORE, BE IT RESOLVED that the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, do hereby authorize the Borough Administrator to execute a 24-month rental agreement with Quench USA, Inc. for the installation and rental of a drinking water filtration system as outlined in the proposal attached hereto; and

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

1. Quench USA, Inc.
2. Borough Administrator
3. Finance Manager

Roll Call: Bieber, Catalano, Gorman, Keeler, Lamia, Leckstein

October 15, 2024

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 October 15, 2024.

Christine Pfeiffer, Borough Clerk



Proposal and Rental Agreement

Who is Quench?

Quench is the brand that helps growing and forward-thinking workplaces keep their employees, customers, and guests happy, healthy, and hydrated. We offer water-as-a-service solutions by providing pure drinking water through a broad array of bottle-free machines, including water coolers, ice machines, sparkling water dispensers, and coffee brewers.

Our point-of-use machines offer users countless consumption choices, including mineral-infused quenchWATER+, chewable ice, sparkling water, flavored water, and even coffee. Customers choose Quench because of our the depth of options, national reach, and consistently high level of service to deliver pure, delicious water to tens of thousands of small businesses and to over half of the Fortune 500 organizations across the continent.

Headquartered outside Philadelphia, PA, Quench is a Culligan company.

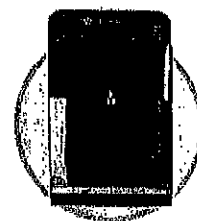
Why Choose Quench?

Quench empowers you to take hydration and on-demand water to the next level. Over twenty years of industry experience and state-of-the-art filtration technologies make Quench the authority in sustainable drinking water solutions tailored for your business. We don't just filter your workplace water, we can purify it, freeze it, make it sparkle, make flavored, make it hot, even make it coffee. We can install and service one or one thousand units.

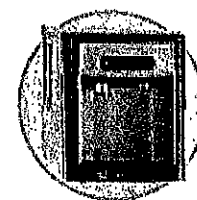
Highest Quality Products: Over the last few years, we have been building our portfolio of best-in-class point-of-use water dispensing systems so that our customers can fulfill all their water needs with us. We are a one-stop-shop for all your workplace hydration requirements.

National Reach & Local Touch: Quench is fully staffed with local water experts for your region, and your industry. That means we will work with you to build the right setup for your specific location and business model. Consolidated billing, consistent equipment servicing experience and a highly-trained nationwide workforce means that Quench can provide the same excellent water service to multi-location enterprises as well as small-to-medium businesses, anywhere in North America.

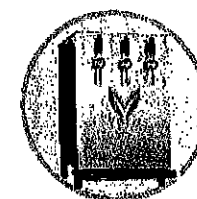
Ultimate Flexibility: Because our portfolio is so deep, and because we pair national capacity with local service and expertise, we are able to customize drinking water solutions for businesses of all sizes and in most locations.



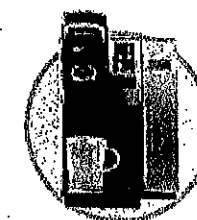
Water



Ice



Sparkling Water



Coffee



Please consider electronic invoicing, and credit card or ACH payment options to help us both do our part for the environment.



Green Business Bureau

ACCOUNT INFORMATION:		CONTACT INFORMATION:	
Company ("Customer"): Borough of Sea Bright		Name: Rachel Gjolitto	
Address: 1099 Ocean Avenue, Rumson, NJ 07760		Email: rgjolitto@seabrightnj.org	
City: Rumson State: NJ Zip: 07760		Phone: (732)842-00099 x113	

CONTRACT INFORMATION:	
Term: 24 Months	Special Terms and Conditions:
Master Contract Term: 24 Months	
Renewal Term: 12	
Renewal Term: Annual	
Payment Terms: Net 10	

INVOICE INFORMATION:		INVOICE CONTACT INFORMATION:	
Invoice Delivery Method: Email	PO #:	Name: Kasey Kirschenbaum	
Billing Period: Monthly	PO Expiration Date:	Email: kklrschenbaum@seabrightnj.org	
Payment Method: CreditCard		Phone: 732-842-0099	Fax:
Tax Exempt? (If Yes, provide cert.) Yes			

RENTAL EQUIPMENT						
Site Address	Product	Description	Quantity	Monthly Fee	One Time Fee	Net Total
1099 Ocean Avenue Rumson, NJ	Q5CTE OF QW Plus	Q5	4	\$55.00	\$0.00	\$220.00
	Annual Maintenance		4	\$0.00	\$0.00	\$0.00
	Install Fee		4	\$0.00	\$90.00	\$360.00

Total Monthly Fees (excluding tax)	Total One-Time Fees (excluding tax)
\$220.00	\$360.00



TERMS AND CONDITIONS (Rev. 11132018)

1. OWNERSHIP OF EQUIPMENT: Quench USA, Inc. (Quench) is the sole owner of the equipment listed on this Agreement, including any Add-on Schedule(s) hereto, as well as the tubing between the water source and such equipment (collectively, the Equipment). Quench shall have the right to change, substitute or remove any of the Equipment. Customer agrees not to modify, remove or conceal any identification notices or markings affixed to the Equipment. Customer has no right to sell, transfer, encumber, sublet or assign the Equipment or this Agreement to any other entity. Quench may transfer or assign this Agreement and/or ownership of Equipment to any entity, and such party will have the same rights and benefits as Quench.

2. INSTALLATION, LOCATION AND USE OF EQUIPMENT: Quench shall arrange for delivery and installation of the Equipment, including the initial connection of the Equipment to Customer's CO2 source, if applicable. Customer authorizes Quench or its installer to drill holes and/or run tubing where needed. Customer may not move the Equipment without Quench's prior written permission. Customer will allow Quench or its agents to inspect the Equipment at any reasonable time. Quench agrees to perform services as Quench deems necessary to maintain the Equipment in good working order. Additional services requested by Customer will be billed at Quench's applicable rate. Services will be performed as Quench deems necessary to maintain the Equipment in good working order. Additional services requested by Customer will be billed at Quench's applicable rate. Customer will use the Equipment only for its intended purpose of filtering or purifying potable water. Customer will not modify the Equipment in any manner or allow the Equipment to be affixed to the premises in such a manner as to become a permanent part thereof. Customer is responsible for all authorizations or approvals necessary to install the Equipment in its premises and represents to Quench that it has obtained all such approvals.

3. PAYMENTS AND FEES: Customer agrees to pay to Quench all fees within Net 10 days of invoice. If Customer fails to make any payment by its due date, Customer agrees to pay a late fee equal to the greater of 10% of the payment due or \$25.00. Customer agrees to pay \$40.00 per payment rejected by its bank, in addition to any other remedy allowed by law. In the event this Agreement includes one or more coffee brewers, Customer agrees to purchase from Quench at least the minimum monthly coffee order per unit specified on the reverse hereof (the "Minimum Order"). To the extent the Customer's actual monthly order value is less than the Minimum Order, the difference between the Minimum Order per unit and the actual order per unit shall be billed to the Customer and become payable to Quench under the terms of this Agreement. Quench may waive its right to invoice the Customer for this difference at its discretion. Coffee orders may be fulfilled and invoiced by the Quench office coffee service group (Mecke Coffee, a division of Quench, USA, Inc.). In the event this Agreement includes one or more Bevi systems, Customer agrees to purchase replacement flavors and CO2 that will be automatically replenished by Quench as needed to maintain full operation of the system. Quench will invoice Customer for the Flavor and CO2 replenishment following the completion of the work. This replenishment invoicing will be separate from the rental invoicing. Unless otherwise stated in this Agreement, invoicing will occur Monthly starting the first day of the month after the commencement of this Agreement. The first Monthly Invoice will include a prorated amount reflecting the period between commencement of this Agreement and the invoicing start date. To the extent that Customer is party to any other Rental Agreements or Add-on Schedules relating to Quench equipment, Quench reserves the right to issue a consolidated invoice. The initial consolidated invoice will reflect the appropriate prorated adjustments to address for differences in billing periods. Consolidated billing will not modify the start and end dates of the relevant rental term or renewal term, which shall continue to be governed by the applicable Rental Agreement or Add-on Schedule. Invoices will be delivered Email listed on the reverse hereof. Changes in email and/or credit card information must be made prior to any billing cycle to avoid late fees. Customer authorizes Quench to contact any credit agency for information on Customer in connection with this transaction.

4. EQUIPMENT RESPONSIBILITY, TAXES AND INSURANCE: Customer is responsible for the Equipment until removed by Quench and shall exercise all due care in use of the Equipment. Customer will comply with all laws applicable to the operation and maintenance of the Equipment and assumes responsibility for failure to comply therewith. Customer will maintain the Equipment in the condition received, excepting ordinary wear and tear. Customer agrees to pay when due all applicable taxes relating to the Equipment. Customer will maintain, at all times while the Equipment is located on the premises of Customer, (i) insurance covering any loss, damage or injury of any nature caused by the Equipment, which insurance will protect Quench from any such liability, and (ii) insurance against any loss of or damage to the Equipment. Customer agrees that the amount of insurance against loss of or damage to the Equipment shall not be less than its full replacement value. All insurance will show Quench as a loss payee and additional named insured. In the event that the Equipment is lost, damaged or becomes inoperable due to Customer's act or omission, Customer agrees to pay replacement value for the damaged Equipment and continue to make payments under this Agreement and the applicable Add-on Schedules until the end of the applicable rental term. Quench will provide replacement Equipment of the same make, model or equivalent capability. Customer agrees to defend, indemnify, and hold harmless Quench from and against any and all claims, losses, liabilities, damages, and expenses relating to the Equipment, Equipment installation, or this Agreement, or the failure of any connection to or from the Equipment (including any supply lines enabling such connection), except to the extent arising from the intentional misconduct of Quench.

5. TERM AND TERMINATION: The initial rental term under this Agreement for a particular piece of Equipment shall commence on the date that such Equipment is installed. The rental term shall continue for the period set forth on the reverse hereof; provided, however, that, if this Agreement includes multiple pieces of Equipment, such period shall be measured from the date on which the last piece of Equipment is installed. After the initial rental term under this Agreement and any renewal thereof, the rental term will automatically renew for an additional 12-month term, unless either party notifies the other in writing 30 days prior to the expiration of such initial or subsequent rental term. The automatic renewal mechanism described in the foregoing sentence shall similarly apply at the end of the initial rental term identified on any Add-on Schedule, as well as at the end of any renewal rental term thereunder. Upon renewal, Quench has the right to increase the monthly rent by up to 5% in any calendar year without advance notice; provided, however, that if Quench elects to increase the monthly rent by more than 5%, Quench shall provide notice to Customer at least 60 days prior to expiration of the relevant rental term. Upon termination of the rental, Customer agrees to pay a removal fee of \$150 per water, sparkling and coffee unit and \$250 per ice and Bevi unit to cover costs incurred by Quench for termination and removal of the Equipment; provided, however, that any such termination shall not be effective until Quench receives the applicable Equipment in good working order. In connection with removal of the Equipment, the tubing may not be removed from the water source. In such event, Customer shall, for all purposes, assume responsibility for such tubing thereafter. Further, Customer will ensure that the Equipment is disconnected from any CO2 source, if applicable, prior to Quench's removal of the Equipment. The terms and conditions of this Agreement shall remain in full force and effect from the date upon which this Agreement is fully executed, and continuing for so long as any Equipment is being rented by Customer, whether listed on the reverse hereof or on an Add-on Schedule, and this Agreement shall terminate only after all such rental terms have ended and Quench has received all Equipment in good working order.

6. DEFAULT: If Quench terminates a rental term under this Agreement or any Add-on Schedule due to Customer's default, including but not limited to, non-payment of any amount when due, improper care, usage or handling of the Equipment, or failure to perform any other obligation hereunder, Customer will be responsible for payment of all fees for the remaining term(s), as well as for all damages and removal and shipping charges incurred by Quench. Further, in the event of default, Customer waives any and all right to notice before Quench removes the Equipment from Customer's premises and waives any requirement that Quench post a bond in connection with any such removal.

7. MISCELLANEOUS: This Agreement, together with any applicable Add-on Schedule(s) and Site Survey(s) and Change Order(s) executed by the parties, and any document provided to Customer by Quench in connection with the delivery, installation or use of the Equipment, constitutes the entire agreement between Customer and Quench and supersedes any and all previous agreements between the parties related to rental of the Equipment. This Agreement may only be amended or modified by written instrument executed by duly authorized representatives of the parties. If any provision of this Agreement is found to be unenforceable, such provision shall be severed from this Agreement, and the remaining terms of the Agreement will continue in full force and effect. Quench may use Customer's name for marketing purposes. If Quench brings an action to enforce any term or condition of this Agreement, including, but not limited to, in connection with termination or Customer's default, the non-prevailing Customer agrees to pay the prevailing party's reasonable attorney's fees and all costs associated with such action. Further, Customer agrees that this Agreement will be governed under the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of law principles, and Customer agrees that any action arising hereunder will be submitted only to any court in Montgomery County, Pennsylvania. Customer hereby waives any right to trial by jury in any such action. Any delay or failure by Quench to exercise any right under this Agreement will not prevent Quench from exercising any rights at any later time. Customer authorizes Quench and any of its agents, representatives or employees to (i) sign any document in connection with a filing under the Uniform Commercial Code on Customer's behalf, and (ii) make modifications as needed to complete any such filing. Any notice required under this Agreement shall be directed to Customer or Quench at their respective addresses set forth on the reverse hereof with delivery by hand, by certified U.S. mail, or by any other method verifying receipt by Customer or Quench.

AUTHORIZATION: Customer agrees to all terms and conditions contained in this Agreement, and represents that signor is authorized to enter into this Agreement. This Agreement is not binding unless executed by an authorized representative of Quench USA, Inc.

Authorized Representative of Customer	Authorized Representative of Quench USA, Inc.
Name:	Name:
Email:	Phone:
Title:	Email:
	X
Signature & Date	Signature & Date



RESOLUTION NO. 164-2024
AUTHORIZING REQUEST FOR PROPOSALS/QUALIFICATIONS
FOR VARIOUS 2025 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:

Various Professional Services for the year 2025

WHEREAS, specifications for the aforesaid services will be on file and available in the Borough Clerk's Office during regular business hours and on the Borough website: www.seabrightnj.org.

NOW, THEREFORE, BE IT RESOLVED that the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey does hereby authorize the Borough Clerk to advertise for proposals/qualifications for various professional services for the year 2025, as per the specifications on file, to be received by the Borough Clerk, 1099 Ocean Avenue, Sea Bright, NJ 07760, no later than 12:00 noon on December 6, 2024 for Council consideration; and

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

1. Finance Manager
2. CFO

Roll Call: Bieber, Catalano, Gorman, Keeler, Lamia, Leckstein

October 15, 2024

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 October 15, 2024.

Christine Pfeiffer, Borough Clerk

RESOLUTION NO. 165-2024
AUTHORIZING RECEIPT OF BIDS
SUMMER BUSINESS TO OPERATE
ON THE SEA BRIGHT MUNICIPAL BEACH

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

WHEREAS, the Borough Council is desirous of receiving bids for the following business to operate on the Municipal Beach during the summer season:

- 1) Skim Board Camp

WHEREAS, specifications for the aforesaid will be on file and available in the Borough Clerk's Office during regular business hours and on the Borough website: www.seabrightnj.org.

NOW, THEREFORE, BE IT RESOLVED that the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey does hereby authorize the Borough Clerk to advertise for bids for the aforesaid item as per the specifications on file and will be received by the Borough Clerk, 1099 Ocean Avenue, Sea Bright, New Jersey on a date to be determined; and

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

1. Finance Manager
2. Beach Manager

Roll Call: Bieber, Catalano, Gorman, Keeler, Lamia, Leckstein

October 15, 2024

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 October 15, 2024.

Christine Pfeiffer, Borough Clerk

RESOLUTION NO. 166-2024
CONSIDERATION OF BID RECEIVED FOR
SOLID WASTE AND RECYCLABLE MATERIALS
COLLECTION AND DISPOSAL SERVICES

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

WHEREAS, on July 16, 2024, the Borough Council of the Borough of Sea Bright authorized the receipt of bids for the Solid Waste and Recyclable Materials Collection and Disposal Services; and

WHEREAS, the Borough Clerk did duly advertise on July 29, 2024 to receive bids on September 27, 2024 for Solid Waste and Recyclable Materials Collection and Disposal Services; and

WHEREAS, in connection therewith one (1) bid was received from: Suburban Disposal Inc., Fairfield, New Jersey for a total three (3) year contract price of \$851,850.00.

WHEREAS, the Borough Administrator and Attorney have reviewed the bid documents and recommend that a contract be awarded to Suburban Disposal Inc., Fairfield, New Jersey as per **Option 1** (attached hereto) of their bid proposal for Solid Waste and Recyclable Materials Collection and Disposal Services at a cost not to exceed \$851,850.00 for a three-year contract, set forth as follows:

YEAR ONE:	\$275,600.00
YEAR TWO:	\$283,870.00
YEAR THREE:	\$292,380.00

CERTIFICATION OF FUNDS

I, Michael J. Bascom, Chief Financial Officer of the Borough of Sea Bright do hereby certify that funds not to exceed \$275,600.00 are available for this contract in the Current Fund - Solid Waste Disposal, Recycling and Trash Disposal. This award is subject to the continued appropriation of necessary funds in the local municipal budget beyond the current budget year.

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 three-year contract for Solid Waste and Recyclable Materials Collection and Disposal Services as set forth in the bid submitted in the total amount of \$851,850.00 be awarded to Suburban Disposal Inc, 54 Montesano Road, Fairfield, New Jersey 07004, effective November 1, 2024, in accordance with the terms contained in the bid specifications and proposal; and

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are hereby authorized to execute such contract as well as any and all documents necessary to effectuate the award of this contract as contained herein; and

BE IT FURTHER RESOLVED that the Borough Clerk is hereby directed to publish a notice of this action one time in the "Asbury Park Press" newspaper and shall maintain a copy of the contract on file for public inspection.

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

1. Suburban Disposal Inc.
2. Borough Engineer
3. Public Works Director

Roll Call: Bieber, Catalano, Gorman, Keeler, Lamia, Leckstein

October 15, 2024

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 October 15, 2024.

Christine Pfeiffer, Borough Clerk

6.8.1 PROPOSED COLLECTION OPTIONS

OPTION 1

Service to 1076 residential units (which includes single family homes and condominiums/townhouses), 4 apartment buildings, plus limited commercial and professional establishments as listed in Section 5.2.

(Price cannot be adjusted for new construction.)

The responsible bidder will collect all solid waste from all residential and businesses listed in Section 5.2 and municipal buildings and lands two (2) times per week which shall be on every Monday and either Thursday or Friday at the contractor's discretion. The responsible bidder will collect bulk refuse from all residential and businesses listed in Section 5.2 and all municipal buildings and lands one (1) time per week which shall occur on 2nd day of pickup in conjunction with solid waste collection. The responsible bidder will collect all single stream recycling from all residential and businesses listed in Section 5.2 and all municipal buildings and lands one (1) time per week which shall be on every Tuesday or Wednesday.

The contractor is not required to furnish containers. All locations are responsible to furnish their own containers.

Year 1 \$ 275,600.00

Year 2 \$ 283,870.00

Year 3 \$ 292,380.00

TOTAL 3 YEAR CONTRACT PRICE: \$ 851,850.00

Optional 1 Year Extensions

Year 4 \$ 305,000.00

Year 5 \$ 310,000.00

Item 1. The successful Bidder shall empty roll-off containers on an as needed basis as determined by the Borough, for the entire length of the contract, including contract extension. For the purpose of bid comparison, the price for 1 of each container size will be used. The price per load shall

RESOLUTION NO. 167-2024
**APPROVING FINAL PAYMENT, CHANGE ORDER NO. 1 AND ACCEPTANCE OF
MAINTENANCE GUARANTEE FOR FY2021 AND FY2022 MUNICIPAL AID PROGRAMS
FOR ROAD IMPROVEMENTS – FIORE PAVING CO., INC.**

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

WHEREAS, by way of Resolution No. 174-2022 on October 18, 2022, the Borough Council of the Borough of Sea Bright awarded a contract to Fiore Paving Co., Inc. of Oceanport, New Jersey for the New Jersey Department of Transportation's (NJDOT) Fiscal Year 2021 and 2022 Municipal Aid Programs for the New Street, Peninsula Avenue, Imbrie Place, Osborne Place and Surf Street Roadway Improvements Project for a contract amount of \$386,407.25; and

WHEREAS, Borough Consulting Engineer, John R. LeCompt, P.E., P.P., C.M.E. of Remington & Vernick Engineers submitted a letter to the Borough Clerk dated September 20, 2024, advising of Change Order No. 1 (Final), for each 2021 and 2022 representing final as-built quantity adjustments for a net contract decrease of \$38,456.45 (2021 NJDOT-\$15,365.20 and 2022 NJDOT-\$23,091.25) resulting in a revised total contract amount of \$347,950.80; and

WHEREAS, the Borough Engineer further advised that all work for said project has been completed, inspected and found to be in compliance with the approved plans and specifications and recommends retainage release and final payment for the project in the amount of \$17,910.91 (2021 NJDOT-\$2,855.68 and 2022 NJDOT-\$15,055.23); and

WHEREAS, as required, Fiore Paving Co., Inc. as Contractor, and NGM Insurance Company of the State of Florida, as Surety, have provided a two-year Maintenance Bond (No. S15650) effective as of the date of substantial completion of the project (April 15, 2024) in the amount of \$349,549.42.

CERTIFICATION OF FUNDS

I, Michael J. Bascom, Chief Financial Officer of the Borough of Sea Bright, do hereby certify that funds in the amount of \$17,910.91 are available for the purpose stated herein in the following account: B/O No. 09-2022.

Michael J. Bascom, CFO

NOW, THEREFORE, BE IT RESOLVED that the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey does hereby approve Change Order No. 1 and the release of the final payment of \$17,910.91 to Fiore Paving Co., Inc. of Oceanport, New Jersey for the Transportation's (NJDOT) Fiscal Year 2021 and 2022 Municipal Aid Programs for the New Street, Peninsula Avenue, Imbrie Place, Osborne Place and Surf Street Roadway Improvements Project for a final total contract amount of \$347,950.80; and

BE IT FURTHER RESOLVED that the two-year maintenance bond submitted by Fiore Paving Co., Inc. is hereby accepted and the Performance Bond is hereby released; and

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

1. Remington & Vernick Engineers
2. Fiore Paving
3. Finance Manager

Roll Call: Bieber, Catalano, Gorman, Keeler, Lamia, Leckstein

October 15, 2024

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 October 15, 2024.

Christine Pfeiffer, Borough Clerk

RESOLUTION NO. 168-2023
Accept the Performance Guarantee(s) for
Block 12, Lot 10 – 16 New Street
Cambridge Custom Homes, LLC

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

WHEREAS, by way of Resolution dated July 25, 2023, the Sea Bright Unified Planning Board granted minor subdivision approval to Cambridge Custom Homes, LLC, for the property at 10 New Street, also known as Block 12, Lot 10 on the official tax map of the Borough of Sea Bright; and

WHEREAS, Planning Board Engineer, David Hoder of Hoder Associates Consulting Engineers, prepared a performance guarantee estimate dated September 27, 2024 for the minor subdivision project at 10 New Street; and

WHEREAS, in accordance with N.J.S.A. 40:55D-53, Cambridge Custom Homes, LLC posted the required engineering inspection fees in the amount of \$1,055.20 and the performance bond, 10% (\$1,610.40) of which was paid in cash and deposited with the Borough and the remaining 90% (\$19,493.60) in the form of a surety bond (The Service Insurance Company, Inc. Bond No. 60585) for; and

WHEREAS, the cash payments received from Cambridge Custom Homes, LLC were deposited with the Borough in accordance with the ordinances of the Borough of Sea Bright.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey that the performance guarantees and inspection fees posted by Cambridge Custom Homes, LLC, are hereby accepted for the minor subdivision and improvements located on Block 12, Lot 10; and

BE IT FURTHER RESOLVED that all requirements for entering into a developer's agreement are hereby waived; and

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

1. Hoder Associates
2. Construction Official
3. Finance Manager
4. Planning Board Secretary
5. Cambridge Custom Homes, LLC

Roll Call: Bieber, Catalano, Gorman, Keeler, Lamia, Leckstein

October 15, 2024

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 October 15, 2024.

Christine Pfeiffer, Borough Clerk

RESOLUTION NO. 169-2024
REFUND OF OVERPAYMENT
CERTIFICATE OF OCCUPANCY APPLICATION

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

WHEREAS, a payment by check was received for a certificate of occupancy application from the resident listed below and the check was duly deposited; and

WHEREAS, due to an overpayment, a refund needs to be issued as follows:

YEAR	AMOUNT	PAID BY
2024	\$400.00	Nicholas Scerbo 1201 Ocean Avenue, Unit 52 Sea Bright, NJ 07760

NOW, THEREFORE BE IT RESOLVED, that the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, does hereby authorize the Finance Manager to refund \$400.00 to Nicholas Scerbo, 1201 Ocean Avenue, Unit 52, Sea Bright, New Jersey; and

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

1. Finance Manager
2. Nicholas Scerbo

Roll Call: Bieber, Catalano, Gorman, Keeler, Lamia, Leckstein

October 15, 2024

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 October 15, 2024.

Christine Pfeiffer, Borough Clerk

RESOLUTION NO. 170-2024
APPROVING FINAL PAYMENT AND ACCEPTANCE OF MAINTENANCE GUARANTEE
FOR BEACH STREET VIEWING PLATFORM
JAYADIT BUILDERS, LLC

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

WHEREAS, by way of Resolution No. 80-2024 on April 16, 2024, the Borough Council of the Borough of Sea Bright awarded a contract to JayAdit Builders, LLC of Edison, New Jersey for the construction of a viewing platform at the terminus of Beach Street for an amount not to exceed \$23,250.00; and

WHEREAS, Borough Consulting Engineer, William H.R. White, III, P.E., CME, CFM, CPWM of Colliers Engineering and Design submitted a letter to the Borough Clerk dated October 7, 2024, advising that all work for said project has been completed, inspected and found to be in compliance with the approved plans and specifications and recommends retainage release and final payment for the project in the amount of \$5,857.50; and

WHEREAS, as required, JayAdit Builders, LLC as Contractor, and Travelers Casualty and Surety Company of America of the State of Connecticut, as Surety, have provided a two-year Maintenance Bond (No. 409240J) effective as of the date of substantial completion of the project (October 3, 2024) in the amount of \$23,250.00.

CERTIFICATION OF FUNDS

I, Michael J. Bascom, Chief Financial Officer of the Borough of Sea Bright, do hereby certify that funds in the amount of \$5,857.50 are available for the purpose stated herein in the following account: B/O No. 14-2021.

Michael J. Bascom, CFO

NOW, THEREFORE, BE IT RESOLVED that the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey does hereby approve the release of the final payment of \$5,857.50 to JayAdit Builders, LLC of Edison, New Jersey for the construction of a viewing platform at the terminus of Beach Street for a contract amount of \$23,250.00; and

BE IT FURTHER RESOLVED that the two-year maintenance bond submitted by JayAdit Builders, LLC is hereby accepted and the Performance Bond is hereby released; and

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

1. Colliers Engineering & Design
2. JayAdit Builders, LLC
3. Finance Manager

Roll Call: Bieber, Catalano, Gorman, Keeler, Lamia, Leckstein

October 15, 2024

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 October 15, 2024.

Christine Pfeiffer, Borough Clerk

RESOLUTION NO. 171-2024
HALLOWEEN CURFEW
BOROUGH OF SEA BRIGHT

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

WHEREAS, a request has been received for a Halloween Curfew in the Borough of Sea Bright from the Police Department.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey that a curfew be imposed on October 30th and October 31st, between the hours of 9:00 P.M. and 6:00 A.M. for those under the age of eighteen. Minors accompanied by an adult will be exempt from this curfew.

Roll Call: Bieber, Catalano, Gorman, Keeler, Lamia, Leckstein

October 15, 2024

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 October 15, 2024.

Christine Pfeiffer, Borough Clerk

RESOLUTION NO. 172-2024
DONATION OF 2025 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 organization listed below by donating two (2) 2025 beach badges as requested:

1. New Monmouth Elementary School **2 Badges**
 Gift Auction - March 28, 2025

WHEREAS, the Borough Auditor has been informed and advised that a resolution should be considered in order to donate 2025 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 two (2) 2025 Season Beach Badges to the Sea Bright Library; and

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

1. Borough Administrator
2. Borough Auditor
3. Individual Requestor

Roll Call: Bieber, Catalano, Gorman, Keeler, Lamia, Leckstein

October 15, 2024

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 October 15, 2024.

Christine Pfeiffer, Borough Clerk

RESOLUTION NO. 173-2024
APPROVING PROPOSAL FROM QUALITY ELECTRICAL CONSTRUCTION CO.
TO REMOVE ABANDONED WIRES WITHIN THE BOROUGH OF SEA BRIGHT

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

WHEREAS, there is a need to remove abandoned wires within the Borough of Sea Bright; and

WHEREAS, in connection therewith, Borough Engineer Gregory Blash requested proposals from four (4) contractors and received one (1) completed proposal from Quality Electrical Construction Co. in the amount of \$1,340.00; and

WHEREAS, the Borough Administrator and Borough Engineer have reviewed the proposal and recommend Council approve the proposal received from Quality Electrical Construction Co. attached hereto.

CERTIFICATION OF FUNDS

I, Michael J. Bascom, Chief Financial Officer of the Borough of Sea Bright, do hereby certify that funds in the amount of \$1,340.00 will be available in Budget Line Item 4-01-26-290-200 for the purposes 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 Borough Council does hereby approve the proposal submitted by Quality Electrical Construction Co. to remove abandoned wires within the Borough of Sea Bright, for sum of \$1,340.00; and

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

1. Leon S. Avakian
2. Finance Manager
3. Department of Public Works

Roll Call: Bieber, Catalano, Gorman, Keeler, Lamia, Leckstein

October 15, 2024

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 October 15, 2024.

Christine Pfeiffer, Borough Clerk

LEON S. AVAKIAN, INC. *Consulting Engineers*

788 WAYSIDE ROAD • NEPTUNE, NEW JERSEY 07753

LEON S. AVAKIAN, RE., P.L.S. (1953-2004)
PETER R. AVAKIAN, RE., P.L.S., RP
MEHRYAR SHAFAI, RE., RP
GREGORY S. BLASH, RE., RP, CPWM
GERALD J. FREDA, RE., RP
JENNIFER C. BEAHM, RP, AICP
CHRISTINE L. BELL, RP, AICP
SAMUEL J. AVAKIAN, RE., P.L.S., RP

October 8, 2024

Ms. Rachel Giolitto, Borough Administrator
Borough of Sea Bright
1099 Ocean Avenue
Sea Bright, NJ 07760

**Re: Recommendation of Award
Removal of Abandoned Wires
Borough of Sea Bright
Monmouth County, NJ
Our File: SB 24-01**

Dear Ms. Giolitto:

Quotes were received by our office for the above-referenced project. Four (4) contractors were requested to provide proposals. One (1) complete proposal was received from Quality Electrical Construction Co., in the amount of \$1,340.00, as shown on the attached proposals. No quotes were received from Sodon's Electric, Inc. (SEI), MTB, LLC, or Daley Electric Company.

The references for the low bidder, Quality Electrical Construction Co., 9 Plum Lane, Holmdel, NJ 07733, have been checked by this office and found to be satisfactory. We, therefore, recommend that a contract be awarded to Quality Electrical Construction Co., in the amount of \$1,340.00, subject to availability of funding to complete the project.

Should you have any questions regarding this matter, please do not hesitate to call our office.

Very truly yours,

LEON S. AVAKIAN, INC.



Gregory S. Blash, P.E.
Borough Engineer

GSB:mfl
Attachment
cc: Roger J. McLaughlin, Esq., Borough Attorney
SB/24/24-01c

Quality Electrical Const.
9 Plum Lane
Holmdel, NJ 07733
+1 732 787 7549
qualityelectricalnj@gmail.com



Proposal

ADDRESS
Leon S Avakian, Inc.
788 Wayside Rd
Neptune, NJ 07753

PROPOSAL 006581
DATE 02/12/2024

PROJECT LOCATION
Sea Bright

DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
Use of bucket truck with technician to troubleshoot overhead wiring. Price includes portal-to-portal travel in NJ metropolitan area, time, tools, and labor. Pricing listed is day rate.	1	1,340.00	1,340.00
TOTAL			\$1,340.00

Accepted By

Accepted Date

RESOLUTION NO. 174-2024
APPROVING PROPOSAL FROM LEON S. AVAKIAN, INC.
FOR ENGINEERING SERVICES FOR THE
OCEAN AVENUE SANITARY LINING AT IMBRIE PLACE

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

WHEREAS, the Borough of Sea Bright has a need for professional engineering services associated with the Ocean Avenue sewer lining project at the Imbrie Place intersection MH4020 to MH4-21; and

WHEREAS, in connection therewith, the Borough Administrator received a proposal from Borough Engineer Gregory S. Blash, of Leon S. Avakian, Inc. for engineering design, administration, and construction observation services in the amount of \$27,000.00; and

WHEREAS, the Borough Administrator has reviewed and recommends Council approve the proposal received from Leon S. Avakian, Inc., attached hereto for engineering services associated with the Ocean Avenue sewer lining project at Imbrie Place.

CERTIFICATION OF FUNDS: I, Michael J. Bascom, Chief Financial Officer of the Borough of Sea Bright, do hereby certify that funds in the amount of \$27,000.00 will be available in Bond Ordinance No. 15-2024 for the purposes stated herein.

Michael J. Bascom, CFO

NOW, THEREFORE, BE IT RESOLVED that the Borough Council of the Borough of Sea Bright, in the County of Monmouth, State of New Jersey, that the Borough Council hereby approves the proposal submitted by Leon S. Avakian, Inc. dated April 30, 2024 for professional engineering services associated with the Ocean Avenue sewer lining project at the Imbrie Place Intersection MH4020 to MH4-21 for an amount not to exceed \$27,000.00; and

BE IT FURTHER RESOLVED that the Borough Clerk is hereby authorized to advertise for bids for the construction of the Ocean Avenue sewer lining project at the Imbrie Place intersection as per the specifications on file to be received at a date and time to be determined; and

BE IT FURTHER RESOLVED that the Borough will be reimbursed by the Borough of Rumson for 50% of the total cost of this project per the 1969 Sanitary Sewer Agreement requiring each Borough to share maintenance costs of the sewer lines/facilities jointly used by both on a 50-50 basis; and

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

1. Leon S. Avakian, Inc.
2. Finance Manager

Roll Call: Bieber, Catalano, Gorman, Keeler, Lamia, Leckstein

October 15, 2024

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 October 15, 2024.

Christine Pfeiffer, Borough Clerk

LEON S. AVAKIAN, INC. *Consulting Engineers*

788 WAYSIDE ROAD • NEPTUNE, NEW JERSEY 07753

LEON S. AVAKIAN, P.E., P.L.S. (1953-2004)
PETER R. AVAKIAN, P.E., P.L.S., P.P.
MEHRYAR SHAFAI, P.E., P.P.
GREGORY S. BLASH, P.E., P.P., CPWM
GERALD J. FREDA, P.E., P.P.
JENNIFER C. BEAHM, P.P., AICP
CHRISTINE L. BELL, P.P., AICP
SAMUEL J. AVAKIAN, P.E., P.L.S., P.P.

April 30, 2024

Joseph Verruni, Administrator
Borough of Sea Bright
1099 Ocean Avenue
Sea Bright, NJ 07760

**Re: Request for Professional Surveying Services
Ocean Avenue Sanitary Lining
(Imbrie Place Intersection MH4-20 to MH4-21)
Borough of Se Bright**

Dear Mr.Verruni:

Leon S. Avakian (LSA) is pleased to submit this proposal for professional services to implement the project referenced above. Our office has reviewed past reports created for the Borough in conjunction with the sanitary sewer infrastructure on Ocean Avenue. Based off of those reports and inspections, our office believes the sewer main located at the Imbrie Place intersection on Ocen Avenue is in need of repair. Current findings show considerable deterioration. These findings show that trenchless cured in place pipe lining would be the least intrusive means of repairing the sewer. The cost of lining a 24-inch pipe is considerable and could be more cost effective to repair the pipe. Repairing the pipe would be a large endeavor and not time efficient. A map depicting the areas of interest has been submitted for review. A description of the tasks to be performed for each phase can be found below:

SURVEY & PREPARATION OF BASE MAP

During this phase, we will create mapping and verify the conditions of the sanitary structures by utilizing in-house land surveyors to provide supplemental survey information where necessary. We also plan to utilize any available geotechnical information available to assist in the design of the sanitary sewer facilities.

Once the base mapping has been completed and preliminary layout has been confirmed, we will prepare the final drawings which will detail all the work to be performed. The drawings will be used to depict adequate sizes, materials, and locations of the infrastructure.

DESIGN AND PUBLIC BIDDING

Design:

- Plans – LSA will perform the civil engineering necessary to design and prepare construction plans for the sanitary sewer improvements and include all layouts, detailing, and annotation necessary to achieve a full and complete design in accordance with the requirements of NJDOT standards and in accordance with NJ Local Public Contracts Law. The design process will be conducted under the supervision of a professional engineer licensed for practice in the State of New Jersey and experienced in the design of roadway and drainage improvements. All work will be coordinated with your office and the Sea Bright Department of Public Works.

- Specifications – Technical specifications will be prepared in support of the project design documents. Specifications will be prepared in a format required under NJ Local Public Contract Law.

- Cost Estimation – A preliminary Cost estimate has been prepared and can be found attached to this proposal.

- Permitting – During this phase, our office will provide and submit any additional permits and conduct required documentation, if required. The cost of the permits are not included in this proposal.

Meetings:

- LSA will attend meetings with Borough officials and the Department of Public Work to discuss all field information and specific design requirements throughout the design phase of the project.

Public Bidding:

- LSA will serve as an agent on behalf of the Borough during the advertisement, solicitation of bids and recommendation of award of contract to the lowest responsible bidder with the following specific scope of bid phase services:

- Copies of plans and specs will be provided for purchase by bidders
- Provide the Borough with digital copies of plans and specs
- Attend the pre-bid project walk through, if necessary
- Log, review, and provide written response to bidder's RFI's
- Attend the bid opening
- Review of bid packages and provide recommendation of award.

SCOPE OF INSPECTION AND CONTRACT ADMINISTRATION SERVICES

Construction Administration:

- Administration of all construction management activities from Contract Award and Notice to Proceed, up to and including final construction completion;
- Coordination of the pre-construction meeting for construction scheduling and project start up with Contractor and Borough;
- Establish and maintain project inspection reports, as required and construction coordination with the Borough Administrator;
- Perform comprehensive submittals review, for the duration of the contract window:
- Shop drawing submittals, RFI's, Contract amendment requests;
- Administer monthly Contractor payment requisitions;
- Execution of project closeout documentation based on municipal contract;

Construction Observation:

- Establish a daily oversight procedure of project construction with Contractor.
- Observe and document all materials delivered to project site. Compare to approved shop drawings.
- Observe and document all construction activities written and photographically. Compare equipment configuration and dimensioning to project Contract Documents. Ensure that the configuration and function of the installed work meet the letter and intent of the Contract Documents.
- Develop and enforce the project punchlist.

FEE PROPOSAL

Ocean Avenue Sanitary Lining – Imbrie Place Intersection

- Engineering Design & Administration - \$14,000.00
- Construction Observation - \$13,000.00

Attached you can find an engineer's estimate for the project. The total fee proposed for both portions of the project is a **Not to Exceed Cost of \$ \$27,000**, based on the estimate provided and the above fee structure.

We trust that this proposal will meet with your approval, and we look forward to working with you on this project.

Should you have any questions regarding this proposal, please contact our office. We will await your approval and instructions before proceeding with any work on this project.

Very truly yours,
LEON S. AVAKIAN, INC.

A handwritten signature in blue ink, appearing to read 'G. Blash'.

Gregory S. Blash, P.E., P.P.
Principal Engineer

LEON S. AVAKIAN, INC. *Consulting Engineers*

788 Wayside Road • NEPTUNE, NEW JERSEY 07753

LEON S. AVAKIAN, P.E., P.L.S. (1953-2004)
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JENNIFER C. BEAHM, P.P., AICP
CHRISTINE L. BELL, P.P., AICP
SAMUEL J. AVAKIAN, P.E., P.L.S., P.P.

ENGINEER'S ESTIMATE
OCEAN AVENUE SANITARY LINING
(IMBRIE PLACE INTERSECTION MH 4-20 TO MH 4-21)
IN THE
BOROUGH OF SEA BRIGHT
MONMOUTH COUNTY, NEW JERSEY

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1	Mobilization	1 LS	\$10,000.00	\$10,000.00
2	Maintenance & Traffic Control (Road Closure)	1 LS	\$10,000.00	\$10,000.00
3	Uniformed Traffic Directors	40 Hrs	\$115.00	\$4,600.00
4	Hydraulic Cleaning 24" Sewer Main	650 LF	\$25.00	\$16,250.00
5	Cured-in-Place Lining 24" Sewer Main	650 LF	\$175.00	\$113,750.00
6	Protruding Lateral Cutting	6 UN	\$500.00	\$3,000.00
7	Reconstruct Sanitary Sewer Manhole Bench & Channel	3 UN	\$7,500.00	\$22,500.00
8	Pre-Post Video Inspection	1 LS	\$10,000.00	\$10,000.00
CONSTRUCTION COST ESTIMATE ITEMS 1-8				\$190,100.00
ENGINEERING DESIGN & ADMINISTRATION				\$14,500.00
CONSTRUCTION INSPECTION				\$13,000.00
CONSTRUCTION COST ESTIMATE				\$217,600.00

RESOLUTION NO. 175-2024
APPROVING PROPOSAL FROM LEON S. AVAKIAN, INC.
FOR ENGINEERING SERVICES FOR THE SANITARY SEWER
MANHOLE REPLACEMENT PROJECT ON OCEAN AVENUE

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

WHEREAS, the Borough of Sea Bright has a need for professional engineering services associated with the replacement of a sanitary sewer manhole in the 800 block of Ocean Avenue and

WHEREAS, in connection therewith, the Borough Administrator received a proposal from Borough Engineer Gregory S. Blash, of Leon S. Avakian, Inc. dated October 9, 2024, for engineering and administration services for the manhole replacement project in the amount of \$5,000.00; and

WHEREAS, the Borough Administrator has reviewed and recommends Council approve the proposal received from Leon S. Avakian, Inc., attached hereto.

CERTIFICATION OF FUNDS: I, Michael J. Bascom, Chief Financial Officer of the Borough of Sea Bright, do hereby certify that funds in the amount of \$5,000.00 will be available in Bond Ordinance No. 13-2021 for the purposes stated herein.

Michael J. Bascom, CFO

NOW, THEREFORE, BE IT RESOLVED that the Borough Council of the Borough of Sea Bright, in the County of Monmouth, State of New Jersey, that the Borough Council hereby approves the proposal submitted by Leon S. Avakian, Inc. dated October 9, 2024 for professional engineering services associated with the sanitary sewer manhole project in the 800 block of Ocean Avenue for an amount not to exceed \$5,000.00; and

BE IT FURTHER RESOLVED that the Borough Engineer is hereby authorized to obtain quotes or advertise for bids for the sanitary sewer manhole project to be received at a date and time to be determined; and

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

1. Leon S. Avakian, Inc.
2. Finance Manager

Roll Call: Bieber, Catalano, Gorman, Keeler, Lamia, Leckstein

October 15, 2024

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 October 15, 2024.

Christine Pfeiffer, Borough Clerk

**ENGINEERS ESTIMATE
NEW SANITARY SEWER MANHOLE
OCEAN AVENUE
OUR FILE: SB 24-01**

ITEM NO	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL AMOUNT
1	NEW SANITARY SEWER MANHOLE	1 LS	\$25,000.00	\$25,000.00
				<u>\$25,000.00</u>

ENGINEERING AND INSPECTIC \$ 5,000.00

TOTAL \$30,000.00

Prepared By:
Leon S. Avakian, Inc.
788 Wayside Road
Neptune, New Jersey
1-732-922-9229
Wednesday, October 9, 2024

RESOLUTION NO. 176-2024
HIRING VOLUNTEER FIREFIGHTERS
BOROUGH OF SEA BRIGHT FIRE DEPARTMENT

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

WHEREAS, Chapter 20, Section 20.4 of the General Code, Fire Department membership requires any person desiring membership in a volunteer fire department, shall complete an application; may be required to have a pre-appointment physical by a physician; and the Borough Council shall order a criminal background check to be conducted by the Chief of Police; and

WHEREAS, the Fire Department received applications from the following individuals, all pre-appointment requirements have been met and the Fire Chief recommends they be hired to serve as a volunteer firefighter in the Sea Bright Fire/Rescue Department:

Full Membership

Shane P. Branin
Connor J. Shank

NOW, THEREFORE, BE IT RESOLVED that the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, does hereby accept and approve appointing the above-named individuals to serve as members in the Sea Bright Fire Department; and

BE IT FURTHER RESOLVED that the Borough Clerk is hereby authorized to send a certified copy of this resolution to the following:

1. Sea Bright Fire Chief
2. Individual Members

Roll Call: Bieber, Catalano, Gorman, Keeler, Lamia, Leckstein

October 15, 2024

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 October 15, 2024.

Christine Pfeiffer, Borough Clerk

ORDINANCE NO. 14-2024

**AN ORDINANCE OF THE BOROUGH OF SEA BRIGHT AMENDING CHAPTER 130,
“LAND USE” OF THE CODE OF THE BOROUGH OF SEA BRIGHT, CREATING A
RESIDENTIAL OVERLAY ZONE FOR BLOCK 19, LOTS 2, 2.01 AND 3**

BE IT ORDAINED by the Borough Council of the Borough of Sea Bright in the County of Monmouth, State of New Jersey, as follows:

SECTION ONE. Chapter 130 “Land Use”, of the Code of the Borough of Sea Bright, Article VII, “Area, Bulk and Use Requirements”, Section 130-37 “Zones and Districts”, Subsection 130-37C, “Establishment of Districts”, be and the same is hereby amended and supplemented to read in full as follows:

“§ 130-37C. Establishment of districts: The zones shown on the Zoning Map are hereby categorized into the kinds of districts as listed below according to the principal intent of each of the various zones as set forth subsequently in this section:

- (1) Residential districts
 - (a) R-1 Residence Zones
 - (b) R-2 Residence Zones
 - (c) R-3 Downtown Residence Zone
 - (d) R-4 Multi-family Housing
- (2) Business districts
 - (a) B-1 Central Business District
 - (b) B-2 Riverfront Business District
 - (c) B-3 Oceanfront Business District
- (3) Coastal Protection District
 - (a) CP Coastal Protection District
- (4) Mixed Use Business/Residential Zones
 - (a) B-R Business Residential Zone
 - (b) RO Residential Overlay Zone”**

SECTION TWO. Chapter 130 “Land Use” of the Code of the Borough of Sea Bright, Article VII, “Area, Bulk and Use Requirements”, be and the same is hereby amended and supplemented by the addition thereto of the following section:

“130-43. Lots included in the RO Residential Overlay Zone.

The following lots, located on East Ocean Avenue between East Surf Street and East Center Street be and the same are hereby included in the RO Residential Overlay Zone:

Lot 3, Block 19 (commonly known as the “Mad Hatter”property)

Lot 2, Block 19

Lot 2.01, Block 19 (vacant properties located between Lot 3 and the Community Center)”

SECTION THREE. Chapter 130, “Land Use”, of the Code of the Borough of Sea Bright, Article VII, “Area, Bulk and Use Requirements”, Section 130-38 “Uses permitted”, subsection 130-38C, “Use regulations”, be and the same is hereby amended and supplemented by the addition thereto of the following subsection 130-3C(8):

“(8) Use regulations in the RO Residential Overlay Zone:

(a) Permitted primary uses.

[1] Class I, residential uses:

[2] Residential uses in multistory buildings, located above any of the permitted uses as listed below.

[3] Class II, retail business uses. Type of use:

[a] Food, drug and liquor stores.

[b] Apparel, accessory and jewelry shops.

[c] Department stores and mail order houses.

[d] Variety stores (five-and-ten-cent stores and catalog stores).

[e] Home furnishing stores.

[f] Restaurants.

[g] Book, stationery and gift shops.

[h] Sporting goods and bicycle shops.

[i] Antique stores (and secondhand shops).

[j] Household hardware stores.

[k] Automotive accessory stores.

[l] Boating and fishing accessory stores.

[m] Internet cafe.

[4] Class III, finance, insurance and real estate (business). Type of use:

[a] Banks and savings and loan offices.

[b] Insurance carriers and agents.

[c] Real estate agents.

[d] Stock brokers, agents and dealers.

[5] Class IV, personal service establishments (business). Type of use:

- [a] Laundering and dry-cleaning shops.
- [b] Photographic studios.
- [c] Beauty and barber shops.
- [d] Apparel alteration and repairs.
- [e] Yoga and exercise spa and massage therapy and well-being establishments.
- [f] Dog grooming and pet grooming.

[6] Class V, business service establishments. Type of use:

- [a] Advertising agencies.
- [b] Consumer credit reporting and collection offices.
- [c] Duplicating and mailing services.
- [d] News media services (not transmitter towers).
- [e] Employment services.
- [f] Building maintenance services (janitorial, etc.).
- [g] Business management consulting services.

[7] Class VI, repair services (business). Type of use:

- [a] Household appliance repairs.
- [b] Watch and clock repairs.

[8] Class VII, professional services (business). Type of use:

- [a] Physician's and dentist's offices (excluding doctors of veterinary medicine).
- [b] Medical and dental laboratories.
- [c] Architecture, legal and engineering offices.
- [d] Accounting and bookkeeping services.

[9] Class VIII, transportation facilities (business). Type of use:

- [a] Curbside passenger shelters.
- [b] Commercial parking garages.

[10] Class IX, utilities (business). Type of use:

- [a] Rights-of-way.
- [b] Business and administrative offices.

[11] Class X, government services (public). Type of use:

[a] Public buildings (municipal, county or state).

[b] Public schools (all grade levels).

[c] Private schools (all grade levels).

(b) Conditional uses.

[1] Multifamily B.

[2] Class XII, hotels.

(c) Accessory uses.

[1] Internet services.”

SECTION FOUR. All Ordinances or parts thereof inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency.

SECTION FIVE. Should any section, paragraph, clause or other portion of this Ordinance be adjudged by a Court of competent jurisdiction to be invalid, such judgment shall not affect or impair the remainder of this Ordinance.

SECTION SIX. This Ordinance shall take effect upon its passage and publication according to law.

I HEREBY CERTIFY this to be a true and correct Ordinance of the Mayor and Borough Council of the Borough of Sea Bright, introduced on August 28, 2024 and will be further considered after a Public Hearing held on October 15, 2024 in the Municipal Building at 1099 Ocean Avenue at 7:00 p.m.

INTRODUCED: August 28, 2024
PUBLIC HEARING: October 15, 2024
ADOPTED: , 2024

Witness:

BOROUGH OF SEA BRIGHT

CHRISTINE PFEIFFER, CLERK

BRIAN P. KELLY, Mayor

BOND ORDINANCE NO. 15-2024

BOND ORDINANCE PROVIDING AN APPROPRIATION OF \$240,000 FOR SEWER UTILITY IMPROVEMENTS FOR AND BY THE BOROUGH OF SEA BRIGHT IN THE COUNTY OF MONMOUTH, NEW JERSEY AND, AUTHORIZING THE ISSUANCE OF \$228,000 BONDS OR NOTES OF THE BOROUGH FOR FINANCING PART OF THE APPROPRIATION.

BE IT ORDAINED, BY THE BOROUGH COUNCIL OF THE BOROUGH OF SEA BRIGHT, IN THE COUNTY OF MONMOUTH, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) AS FOLLOWS:

SECTION 1:

The improvements described in Section 3 of this bond ordinance (the "Improvements") are hereby authorized to be undertaken by the Borough of Sea Bright, New Jersey (the "Borough") as general improvements. For the said Improvement there is hereby appropriated the amount of \$240,000, such sum includes the sum of \$12,000 as the down payment (the "Down Payment") required by the Local Bond Law of the State of New Jersey, constituting Chapter 2 of Title 40A of the New Jersey Statutes, as amended and supplemented (the "Local Bond Law"). The Down Payment is now available by virtue of provisions in one or more previously adopted budgets for down payments for capital improvement purposes.

SECTION 2:

In order to finance the cost of the Improvements not covered by application of the Down Payment, negotiable bonds of the Borough are hereby authorized to be issued in the principal amount of \$228,000 pursuant to the provisions of the Local Bond Law (the "Bonds"). In anticipation of the issuance of the Bonds and to temporarily finance said improvements or purposes, negotiable bond anticipation notes of the Borough are hereby authorized to be issued in the principal amount not exceeding \$228,000 pursuant to the provisions of the Local Bond Law (the "Bond Anticipation Notes" or "Notes").

SECTION 3:

(a) The Improvements authorized and the purpose for the financing of which said obligations are to be issued is for the Ocean Avenue Sewer Relining Project to including relining of a 24" sewer main in the area of Imbrie Place, including all work and materials necessary therefor and incidental thereto, and as shown on and in accordance with the plans and specifications on file with the Borough Clerk.

(b) The estimated maximum amount of Bonds or Notes to be issued for the purpose of financing a portion of the cost of the Improvements is \$228,000.

(c) The estimated cost of the Improvements is \$240,000 which amount represents the initial appropriation made by the Borough.

SECTION 4:

All Bond Anticipation Notes issued hereunder shall mature at such times as may be determined by the chief financial officer of the Borough (the "Chief Financial Officer"); provided that no Note shall mature later than one year from its date. The Notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with Notes issued pursuant to this ordinance, and the signature of the Chief Financial Officer upon the Notes shall be conclusive evidence as to all such determinations.

All Notes issued hereunder may be renewed from time to time subject to the provisions of Section 8(a) of the Local Bond Law. The Chief Financial Officer is hereby authorized to sell part or all of the Notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the Borough Council of the Borough at the meeting next succeeding the date when any sale or delivery of the Notes pursuant to this ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the Notes sold, the price obtained and the name of the purchaser.

SECTION 5:

The capital budget of the Borough is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith. The resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital program as approved by the Director, Division of Local Government Services, Department of Community Affairs, State of New Jersey is on file with the Borough Clerk and is available for public inspection.

SECTION 6:

The following additional matters are hereby determined, declared, recited and stated:

(a) The Improvements described in Section 3 of this bond ordinance are not current expenses, and are capital improvements or properties that the Borough may lawfully make or acquire as general improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The period of usefulness of the Improvements, within the limitations of the Local Bond Law, and according to the reasonable life thereof computed from the date of the Bonds authorized by this bond ordinance, is 40 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Borough Clerk and a complete executed duplicate thereof has been filed in the office of the Director, Division of Local Government Services, Department of Community Affairs, State of New Jersey. Such statement shows that the gross debt of the Borough, as defined in the Local Bond Law, is increased by the authorization of the Bonds and Notes provided in this bond ordinance by \$228,000 and the obligations authorized herein will be within all debt limitations prescribed by the Local Bond Law.

(d) An aggregate amount not exceeding \$60,000 for items of expense listed in and permitted under Section 20 of the Local Bond Law is included in the estimated cost of the Improvements, as indicated herein.

SECTION 7:

Any funds received from time to time by the Borough as contributions in aid of financing the purposes described in Section 3 of this Ordinance (including funds to be received from the Borough of Rumson pursuant to an agreement between the Borough of Rumson and the Borough which requires the reduction of the debt authorized herein based upon reimbursement of 50% of the costs) shall be used for financing said Improvements by application thereof either to direct payment of the cost of said Improvements or to the payment or reduction of the authorization of the obligations of the Borough authorized therefor by this Bond Ordinance. Any such funds received may, and all such funds so received which are not required for direct payment of the cost of said Improvements shall, be held and applied by the Borough as funds applicable only to the payment of obligations of the Borough authorized by this Bond Ordinance.

SECTION 8:

The full faith and credit of the Borough are hereby pledged to the punctual payment of the principal of and interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Borough, and the Borough shall be obligated to levy ad valorem taxes upon all the taxable property within the Borough for the payment of the obligations and the interest thereon without limitation of rate or amount.

SECTION 9:

The Chief Financial Officer of the Borough is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Borough and to execute such disclosure document on behalf of the Borough. The Chief Financial Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Borough pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the Borough and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Borough fails to comply with its undertaking, the Borough shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

SECTION 10:

This Bond Ordinance constitutes a declaration of official intent under Treasury Regulation Section 1.150-2. The Borough reasonably expects to pay expenditures with respect to the Improvements prior to the date that Borough incurs debt obligations under this Bond Ordinance. The Borough reasonably expects to reimburse such expenditures with the proceeds of debt to be incurred by the Borough under this Bond Ordinance. The maximum principal amount of debt expected to be issued for payment of the costs of the Improvements is \$228,000.

SECTION 11:

This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

I HEREBY CERTIFY this to be a true and correct Bond Ordinance No. 15-2024 of the Mayor and Borough Council of the Borough of Sea Bright, introduced on September 17, 2024, and will be further considered after a Public Hearing held on October 15, 2024, in the Mayor Dina Long Community Room, 1097 Ocean Avenue, at 7:00 pm.

INTRODUCED: September 17, 2024

PUBLIC HEARING: October 15, 2024

ADOPTED:

Witness

BOROUGH OF SEA BRIGHT,

CHRISTINE PFEIFFER, CLERK

BRIAN P. KELLY, MAYOR

CAPITAL ORDINANCE NO. 16-2024
BOROUGH OF SEA BRIGHT
AN ORDINANCE PROVIDING FUNDING FOR VARIOUS CAPITAL
ACQUISITIONS FOR THE BOROUGH OF SEA BRIGHT AND
APPROPRIATING \$150,000 FOR SUCH PURPOSE.

BE IT ORDAINED BY THE BOROUGH COUNCIL OF THE BOROUGH OF SEA BRIGHT, IN THE COUNTY OF MONMOUTH AND STATE OF NEW JERSEY, AS FOLLOWS:

Section 1. The Borough of Sea Bright, in the County of Monmouth, New Jersey, authorizes for various capital acquisitions, including the acquisition of a portable traffic message board for the Police Department, metering and thermal imaging equipment for the Fire Department, a pick-up truck with plow and accessories and skid steer snow box and broom attachments for the Department of Public Works, to be funded from the sources specified in Section 2 of the Ordinance.

Section 2. The amount of \$150,000 is hereby appropriated for the purposes stated in Section 1 of the Ordinance and which amount was funded from the Borough's General Capital Surplus in the amount of \$150,000.

Section 3. In connection with the purpose and the amount authorized in Sections 1 and 2 hereof, the Borough determines the purpose described in Section 1 hereof is not a Current Expense and is an improvement which the Borough of Sea Bright may lawfully make as a general improvement.

Section 4. All ordinances or parts of ordinances which are inconsistent with the terms of this Ordinance be and the same are hereby repealed to the extent of their inconsistency.

Section 5. This Ordinance shall take effect immediately upon due passage and publication according to law.

INTRODUCED: September 17, 2024

PUBLIC HEARING: October 15, 2024

ADOPTED:

Witness

BOROUGH OF SEA BRIGHT,

CHRISTINE PFEIFFER, CLERK

BRIAN P. KELLY, MAYOR

ORDINANCE NO. 17-2024

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 70, ENTITLED
"BUILDING CONSTRUCTION," ARTICLE I, "UNIFORM CONSTRUCTION CODE,
"SECTION 70-3, "FEES," OF THE CODE OF THE BOROUGH OF SEA BRIGHT**

BE IT ORDAINED by the Borough Council of the Borough of Sea Bright in the County of Monmouth, State of New Jersey, as follows:

SECTION ONE: Chapter 70, "Building Construction", of the Code of the Borough of Sea Bright, Section 70-3G., "Construction of Accessory and Storage Structures," be and the same is hereby amended and supplemented to read, as follows:

"G. CONSTRUCTION OF ACCESSORY STRUCTURES

Construction of an accessory storage shed, pool cabana or similar accessory structures over 200 square feet	\$75
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Construction of an accessory storage shed, pool cabana, or similar accessory structures over 500 square feet	\$150"
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SECTION TWO: All Ordinances or parts thereof inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistencies.

SECTION THREE: If any section, subsection, paragraph, sentence or other portion of this Ordinance be adjudged by a Court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Ordinance.

SECTION FOUR: This Ordinance shall take effect immediately upon its passage and publication as required by law.

I HEREBY CERTIFY this to be a true and correct Ordinance of the Mayor and Borough Council of the Borough of Sea Bright, introduced on September 17, 2024 and will be further considered after a Public Hearing held on October 15, 2024.

INTRODUCED: September 17, 2024

PUBLIC HEARING: October 15, 2024

ADOPTED:

Witness

BOROUGH OF SEA BRIGHT

CHRISTINE PFEIFFER, CLERK

BRIAN KELLY, MAYOR

PURCHASE ORDER/VOUCHER LIST**OCTOBER 15, 2024****BOROUGH OF SEA BRIGHT**

3129	AB RICHARDS INC.		
24-00999	09/11/24 Streets & Roads	Open	89.00
2830	ACTION DATA SERVICES		
24-01045	09/23/24 PAYROLL SERVICES SEPT 2024	Open	463.42
24-01117	10/08/24 PAYROLL SERVICES PER END 9/30	Open	587.56

			1,050.98
2703	ACTION UNIFORM CO.		
24-01039	09/17/24 POLICE: MATERIALS & SUPPLIES	Open	432.00
02113	AMERICAN WATER		
24-01136	10/09/24 WATER EXPENSES: SEWER	Open	330.39
02227	APOLLO SEWER & PLUMBING, INC.		
24-00971	09/04/24 Buildings & Grounds	Open	250.00
2597	AT&T MOBILITY		
24-01124	10/08/24 CELLULAR EXPENSES - BEACH	Open	486.88
2770	Axon Enterprise, Inc.		
24-00700	06/17/24 POLICE: CONTRACTUAL SERVICES	Open	25,272.00
01241	BAIN'S HARDWARE, INC.		
24-01094	10/07/24 HARDWARE & SUPPLIES	Open	1,790.23
00631	BARG'S LAWN & GARDEN SHOP, INC		
24-01000	09/11/24 Buildings & Grounds	Open	87.93
2521	BELSON OUTDOORS		
24-00898	08/14/24 REPLACEMENT MEMORIAL BENCH	Open	2,343.88
01957	BENEMAX BENEFIT MANAGEMENT CO.		
24-01090	10/04/24 INSURANCE/DENTAL - OCT 2024	Open	2,659.10
24-01118	10/08/24 DENTAL INSURANCE ADMIN FEES	Open	396.00

			3,055.10
01631	BOROUGH OF OCEANPORT		
24-01121	10/08/24 COURT: SHARED SERVICES	Open	22,500.00
00230	CERTIFIED SPEEDOMETER		
24-00972	09/04/24 POLICE: CONTRACTUAL SERVICES	Open	264.00
24-01063	09/25/24 POLICE: MATERIALS & SUPPLIES	Open	1,098.00

			1,362.00
2680	CINTAS		
24-01004	09/11/24 Buildings & Grounds	Open	1,384.90
24-01006	09/11/24 Beach	Open	2,598.10

			3,983.00
00982	CITY OF LONG BRANCH		
24-01092	10/07/24 PW GASOLINE EXPENSES: OCT 2024	Open	4,529.29
00256	CLEARY, GIACOBBE, ALFIERI &		
24-01102	10/07/24 LEGAL EXPENSES	Open	385.00
24-01105	10/07/24 LEGAL EXPENSES	Open	682.50
24-01116	10/08/24 LEGAL EXPENSES	Open	2,047.50

			3,115.00

2843	COASTAL CAMERA NETWORK		
24-01089	10/04/24 STREAMING SERVICES - BEACH	Open	14.99
3147	COMMUNITY GRANTS, PLANNING		
24-00348	03/18/24 AFFORDABLE HOUSING	Open	331.00
01493	COOPERATIVE INDUSTRIES, L.L.C.		
24-01135	10/09/24 GASOLINE EXPENSES	Open	212.28
2390	COSTA, VALERIA		
24-00965	09/04/24 Buildings & Grounds	Open	2,800.00
02231	COUSINS LANDSCAPING		
24-00524	05/08/24 BLDG & GRDS.	Open	5,583.33
3182	CRISTINE PASTERCHICK		
24-01046	09/24/24 CHILDREN'S MUSIC CLASS	Open	50.00
02253	DAVID HODER ASSOCIATES		
24-01056	09/25/24 PB REVIEW - MAYER RESIDENCE	Open	560.00
24-01057	09/25/24 PB REVIEW BD REAL ESTATE	Open	210.00
24-01058	09/25/24 PB REV - BOND CALCULATION	Open	280.00

			1,050.00
2528	DCH FORD		
24-01064	09/25/24 POLICE: VEHICLE MAINTENANCE	Open	76.78
2655	DE SESA ENGINEERING CO.		
24-01088	10/04/24 WIRE & CABLE INSTALLATION	Open	2,524.03
01544	DESCHAMPS MATS SYSTEMS, INC.		
24-00826	07/18/24 MOBI-MATS & MOBI FENCE	Open	41,628.64
01016	FIORE PAVING, INC.		
23-00463	04/27/23 ROAD PROGRAM	Open	17,910.91
3117	FLAMINGO FIT LLC		
24-01065	09/25/24 ZUMBLA CLASS SEPT 2024	Open	300.00
2406	FP MAILING SOLUTIONS		
24-01047	09/24/24 TRANSACTION FEES	Open	100.00
02101	GANNETT NY/NJ LOCALI-Q		
24-01077	10/02/24 Bond Ord. No. 15-2024 INTRO	Open	83.60
00979	GIBBONS, P.C.		
24-01101	10/07/24 BOND ORDINANCE - LEGAL	Open	475.00
01887	HEIM ELECTRONICS, INC.		
24-01008	09/11/24 Buildings & Grounds	Open	450.00
24-01009	09/11/24 Sreets & Roads	Open	145.00
24-01010	09/11/24 Sewer	Open	145.00
24-01011	09/11/24 Sewer	Open	145.00
24-01012	09/11/24 Sewer	Open	145.00

			1,030.00
2478	HOLISTIC WELLNESS, LLC		
24-01066	09/25/24 YOGA CLASSES SEPT 2024	Open	300.00
2710	HOLMDEL TOWNSHIP		
24-01120	10/08/24 FISCAL OFFICER OCT 2024	Open	3,656.34

2791	HUDSON ENERGY SERVICES		
24-01133	10/09/24 ELECTRIC EXPENSES: 8/30-9/30	Open	78.42
00421	IIA-FIRE DEPT. TESTING SERVICE		
24-00289	03/06/24 2024 Testing	Open	3,790.74
3173	IMAGE 360		
24-01086	10/04/24 SPOOKY SEA BRIGHT BANNER	Open	148.00
2297	INTEGRATED TECHNICAL SYSTEMS		
24-01042	09/18/24 PARKING EXPENSES	Open	2,944.25
2561	INTRON TECHNOLOGY SOLUTIONS		
24-01043	09/18/24 COMPUTER SYSTEMS	Open	15.00
3153	JAYADIT BUILDERS LLC		
24-00455	04/17/24 VIEWING PLATFORMS	Open	5,857.50
2573	JCP & L		
24-01134	10/09/24 ELECTRIC: SEPT-OCT	Open	13,876.98
2515	JOLYN CLOTHING COMPANY, LLC		
24-00487	04/25/24 BEACH	Open	889.60
00202	KAY PRINTING & ENVELOPE CO, INC		
24-01082	10/02/24 UCC forms	Open	214.70
2442	KINTECH, INC.		
24-01111	10/07/24 CRS mailing for Oct	Open	511.99
02110	KLEIN, DON		
24-01041	09/18/24 BEACH SUPPLIES REIMBURSEMENT	Open	480.00
00108	LEON S. AVAKIAN, INC.		
23-00818	07/20/23 ENGINEER	Open	232.50
23-00848	08/01/23 ENGINEER-BULKHEAD	Open	6,917.50
24-01096	10/07/24 PAST OUTSTANDING INVOICES	Open	5,088.75
24-01097	10/07/24 PAST OUTSTANDING INVOICES	Open	7,201.25
24-01098	10/07/24 PAST OUTSTANDING INVOICES	Open	8,890.00
24-01099	10/07/24 OUTSTANDING PAST INVOICES	Open	6,245.00
24-01100	10/07/24 ENGINEERING BILLS OCT 2024	Open	12,440.00
24-01112	10/07/24 Romano -3 Island view	Open	45.00
24-01113	10/07/24 SB 23-10.4 7 Mountain View	Open	166.25

			47,226.25
2278	MCLAUGHLIN, STAUFFER & SHAKLEE		
24-01114	10/07/24 LEGAL EXPENSES SEPT 2024	Open	8,587.53
02045	MONMOUTH COUNTY SPCA		
24-01122	10/08/24 ANIMAL CONTROL SERVICES	Open	325.00
2277	MUNCO OF NEW JERSEY		
24-01070	10/02/24 2024 Dues for Ed Wheeler	Open	75.00
01399	NEW JERSEY AMERICAN WATER		
24-01139	10/09/24 WATER EXPENSES	Open	6,536.66
01810	NJ DEPT OF HEALTH		
24-00996	09/11/24 August 2024 Dog License Report	Open	1.20
24-01081	10/02/24 Dog Report - September 2024	Open	4.20

			5.40
02185	NJ DEPT OF LABOR & WORKFORCE		
24-01067	09/30/24 2023 ASSESSMENT FEES	Open	222.00

00329	NJ MUNICIPAL MANAGEMENT ASSOC.		
24-01130	10/09/24 NJMMA Luncheon - NJLOM Conf.	Open	40.00
00113	NJ NATURAL GAS COMPANY		
24-01137	10/09/24 NATURAL GAS	Open	183.52
00502	NJ STATE LEAGUE/MUNICIPALITIES		
24-01060	09/25/24 DPW Job Posting	Open	115.00
01309	OCEANPORT BOARD OF EDUCATION		
24-00718	06/24/24 GRADE SCHOOL TAX: 2024-2025	Open	60,358.25
02019	OMEGA GRAPHICS		
24-01038	09/13/24 4 BEACH POSTERS	Open	340.00
00046	ONE CALL CONCEPTS, INC.		
24-01068	10/02/24 SEWER CHARGES	Open	38.61
3140	PASHMAN,STEIN,WALDER & HAYDEN		
24-01119	10/08/24 LEGAL FEES-AFFORDABLE HOUSING	Open	487.50
2525	POOR JOHNS PORTABLE TOILETS		
24-00876	08/07/24 Beach	Open	366.00
24-00975	09/04/24 Beach	Open	366.00

			732.00
2290	PORZIO,BROMBERG & NEWMAN		
24-01103	10/07/24 LEGAL EXPENSES OCT 2024	Open	27,036.33
24-01104	10/07/24 FEASIBILITY STUDY	Open	10,000.00

			37,036.33
01463	PUMPING SERVICES, INC.		
24-00977	09/04/24 Sewer	Open	615.60
00164	RAIN, WILLIAM		
24-01095	10/07/24 MEDICARE REIMBURSEMENT	Open	161.10
2330	RAW POWER GENERATOR SERVICE		
24-00833	07/19/24 Sewer	Open	731.25
24-00834	07/19/24 Buildings & Grounds	Open	887.50
24-00835	07/19/24 Sewer	Open	731.25
24-00836	07/19/24 Buildings & Grounds	Open	887.50
24-01001	09/11/24 Sewer	Open	4,168.99

			7,406.49
2728	READY REFRESH BY NESTLE		
24-01132	10/09/24 WATER EXPENSES	Open	307.01
3157	S.J.SERVICES, INC.		
24-01044	09/23/24 SEASONAL JANITORIAL SERVICES	Open	97,712.00
00408	SCHWAAB, INC.		
24-00997	09/11/24 Construction stamps -2	Open	90.49
01554	SEA BRIGHT SERVICE CENTER		
24-00964	09/04/24 POLICE: VEHICLE MAINTENANCE	Open	109.95
24-00969	09/04/24 POLICE: VEHICLE MAINTENANCE	Open	429.70
24-01007	09/11/24 POLICE: VEHICLE MAINTENANCE	Open	991.36

			1,531.01
00027	SEABOARD WELDING SUPPLY, INC.		
24-01093	10/07/24 OXYGEN/HAZMAT	Open	18.50
2473	SHORE AUTO SUPPLY, INC.		
24-01052	09/24/24 VEHICLE SUPPLIES FD	Open	66.49

00053	SHORE REGIONAL HIGH SCHOOL		
24-00715	06/24/24 HIGH SCHOOL TAX: 2024-2025	Open	243,541.53
02225	STAPLES ADVANTAGE		
24-01005	09/11/24 office supplies	Open	135.83
24-01076	10/02/24 Office Supplies	Open	78.08

			213.91
00194	STATE OF NJ DIV OF PENSIONS		
24-01091	10/07/24 OCTOBER 2024 INSURANCE	Open	60,181.81
2535	SUBURBAN DISPOSAL, INC.		
24-01115	10/07/24 TRASH/RECYCLING OCTOBER 2024	Open	36,519.08
01779	TIMOTHY HILL ELECTRIC CO., INC		
24-00974	09/04/24 Buildings & Grounds	Open	1,100.00
24-01071	10/02/24 Sewer	Open	1,560.00

			2,660.00
3183	VCS		
24-01048	09/24/24 2024-2025 SOFTWARE SERVICES	Open	4,566.00
2291	VERIZON		
24-01087	10/04/24 FIOS CHARGES	Open	932.93
2658	VERIZON		
24-01125	10/08/24 PHONE EXPENSES	Open	70.94
02061	VERIZON WIRELESS		
24-01128	10/08/24 VERIZON BUSINESS CHARGES	Open	1,682.52
2850	WEX BANK (NEW)		
24-01123	10/08/24 GASOLINE EXPENSES	Open	136.64

TOTAL: \$ 798,334.86

Manual Checks / Wire Transfers

24-01110	United States Postal Service	\$300.00
10/07/2024	CRS MAILING POSTAGE ACCOUNT REPLENISHMENT	

TOTAL: \$300.00

GRAND TOTAL: \$ 798,634.86