

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

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

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:

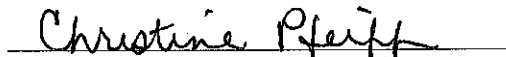
1. Quench USA, Inc.
2. Borough Administrator
3. Finance Manager

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

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.

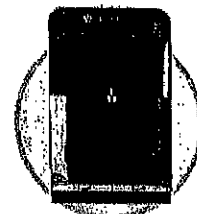
Why Choose Quench?

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.

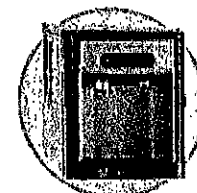
Highest Quality Products: Over the last few years, we have been building our portfolio of best-in-class point-of-use water dispensing systems so that our customers can fulfill all their water needs with us. We are a one-stop-shop for all your workplace hydration requirements.

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.

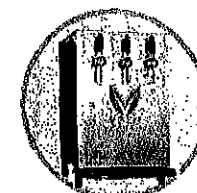
Ultimate Flexibility: Because our portfolio is so deep, and because we pair national capacity with local service and expertise, we are able to customize drinking water solutions for businesses of all sizes and in most locations.



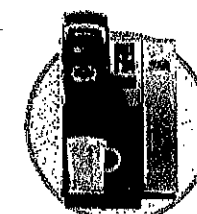
Water



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			Phone: (732)842-00099 x113		
		State: NJ	Zip: 07760		

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: kkirschenbaum@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 CF 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 service as Quench deems necessary to maintain the Equipment in good working order. Additional service requested by Customer will be billed at Quench's applicable rate. Service will be performed as Quench deems necessary to maintain the Equipment in good working order. Additional service 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 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 (Mackie 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 Bevi unit to cover costs incurred by Quench for termination and removal and return 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 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 signer 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

