

RESOLUTION NO. 2021-237

RESOLUTION APPROVING PAYMENT OF BILLS LIST DECEMBER 7, 2021

BE IT RESOLVED that the bills as presented as by the Borough Clerk, all having been certified and approved by the Borough Clerk to be complete as to form, goods having been delivered and/or services performed and sufficient funds being available for payment for said bills, be paid.

Certification that the vouchers listed on the warrant register numbering 9418 thru 9538 as follows and comply with requirements of State Law and Borough Ordinance as to content and form, that proper and sufficient appropriations exist for the payment to be made and that there is legal authority as provided in N.J.S. 40A: 5-17(a)(1) for the payment to be made.

01	General Account	\$1,364,901.26
03	Grant Account	\$290,193.57
05	General Capital Account	\$41,950.51
11	Water/Sewer Account	\$25,475.47
15	Water/Sewer Capital Account	\$191,658.93
21	Beach Utility Account	\$26,286.12
23	Parking Utility Fund	\$28.50
41	Dog License Account	\$1,450.00
55	Trust Fund Account	\$4,831.00
61	Tourism Account	\$2,902.14
Total:		\$1,949,677.50

Councilman Brennan offered the above resolution and moved its adoption. Seconded by Councilman Carvelli and adopted by the following vote on roll call:

Council members:	AYES	NAYS	ABSTAIN	ABSENT
Mayor Walsifer	X			
Mr. Carvelli	X			
Mr. McCracken	X			
Ms. Wann	X			
Mr. Brennan	X			

Adopted: December 7, 2021

RESOLUTION NO. 2021-238

**RESOLUTION OF THE MAYOR AND COUNCIL OF THE BOROUGH OF
BELMAR, COUNTY OF MONMOUTH, STATE OF NEW JERSEY,
ACCEPTING THE REQUEST FOR THE EARLY TERMINATION OF
THE LEASE AGREEMENT WITH HILARY COLANDUONI, 10TH
AVENUE FREEZE OUT, LLC**

WHEREAS, the Borough of Belmar, County of Monmouth, State of New Jersey (hereinafter referred to as “Belmar”) has previously entered into a lease agreement with Hilary Colanduoni, 10th Avenue Freeze Out LLC (“Tenant”); with a First addendum to the lease agreement dated April 28, 2017; and

WHEREAS, the Tenant has requested that the Borough permit the early termination of its lease agreement; and

WHEREAS, in exchange for the early termination of the lease agreement, the Tenant has agreed to forfeit any and all credits owed to it pursuant to the First Addendum and settlement agreement dated December 27, 2018, in exchange for a release by the Borough of Belmar for any unpaid rent pursuant to the terms of the First Addendum; and

WHEREAS, the proposed Agreement has been reviewed by the professional and administrative staff of Belmar and found to be acceptable as to form and content; and

NOW THEREFORE, BE IT RESOLVED, this 7th day of December, 2021 by the Mayor and Council of the Borough of Belmar, County of Monmouth, State of New Jersey as follows:

1. Belmar accepts the Tenant’s request for an early termination of the lease agreement, in exchange for the execution of mutual releases by both the Tenant and the Borough.
2. The Borough Administrator is hereby authorized to execute any and all documents to memorialize this resolution.
3. A certified copy of this Resolution shall be forwarded by the Borough Clerk to the following:
 - (a) Jerry J. Dasti, Esquire;
 - (b) Hilary Colanduoni

Councilman Brennan offered the above resolution and moved its adoption. Seconded by Councilman Carvelli and adopted by the following vote on roll call:

Council members:	AYES	NAYS	ABSTAIN	ABSENT
Mayor Walsifer	X			
Mr. Carvelli	X			
Mr. McCracken	X			
Ms. Wann	X			
Mr. Brennan	X			

Adopted: December 7, 2021

RESOLUTION NO 2021-239

**RESOLUTION AUTHORIZING THE PAYMENT OF UNCLAIMED
CHECKS IN THE BELMAR MUNICIPAL COURT TO THE
BOROUGH OF BELMAR**

WHEREAS, Patricia White, Municipal Court Administrator has provided a listing of outstanding and unclaimed checks from the court accounts;

General Account \$1,843.16

WHEREAS, the Municipal Court has utilized every effort to forward these checks to the individuals who are entitled to the funds; and

WHEREAS, all of the checks are at least six (6) months old and may no longer be processed by TD Bank.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Belmar that the Municipal Court Administrator is directed to turn over the above amount of \$1,843.16 from the regular municipal court accounts, to the Certified Municipal Finance Officer; and

BE IT FURTHER RESOLVED, that if any individual should attempt to claim these funds that same will be refunded from the Borough of Belmar by voucher.

Councilman Brennan offered the above resolution and moved its adoption. Seconded by Councilman Carvelli and adopted by the following vote on roll call:

Council members:	AYES	NAYS	ABSTAIN	ABSENT
Mayor Walsifer	X			
Mr. Carvelli	X			
Mr. McCracken	X			
Ms. Wann	X			
Mr. Brennan	X			

Adopted: December 7, 2021

RESOLUTION 2021-240

RESOLUTION ESTABLISHING A RISK MANAGEMENT CONSULTANT

WHEREAS, the BOROUGH OF BELMAR has resolved to join the Central Jersey Joint Insurance Fund, following a detailed analysis; and

WHEREAS, the bylaws of said Funds require that each Governing Body appoint a RISK MANAGEMENT CONSULTANT to perform various professional services as detailed in the bylaws; and

WHEREAS, the Board of Fund Commissioners established a fee equal to six percent (6%) of the Municipal assessment which expenditure represents reasonable compensation for the services required and was included in the cost considered by the Governing Body; and

WHEREAS, the judgmental nature of the Risk Management Consultant's duties renders comparative bidding impractical;

NOW THEREFORE, be it resolved that the BOROUGH OF BELMAR does hereby appoint Brown and Brown Metro LLC as its Risk Management Consultant in accordance with the Fund's bylaws; and

BE IT FURTHER resolved that the Governing Body is hereby authorized and directed to execute the Risk Management Consultant's Agreement annexed hereto and to cause a notice of this decision to be published according to NJSA 40A:11-5 (1) (a) (i).

Councilman Brennan offered the above resolution and moved its adoption. Seconded by Councilman Carvelli and adopted by the following vote on roll call:

Council members:	AYES	NAYS	ABSTAIN	ABSENT
Mayor Walsifer	X			
Mr. Carvelli	X			
Mr. McCracken	X			
Ms. Wann	X			
Mr. Brennan	X			

Adopted: December 7, 2021

RISK MANAGEMENT CONSULTANT'S AGREEMENT

THIS AGREEMENT entered into this 1st day of January, 2022, between the **Borough of Belmar** (hereinafter referred to as GOVERNING BODY) and **Brown & Brown Metro, LLC** (hereinafter referred to as the CONSULTANT).

WHEREAS, the CONSULTANT has offered to the GOVERNING BODY professional risk management consulting services as required in the bylaws of the Central Jersey Joint Insurance Fund and;

WHEREAS, the GOVERNING BODY desires these professional services pursuant to the resolution adopted by the governing body of the GOVERNING BODY at a meeting held _____ and;

NOW, THEREFORE, the parties in consideration of the mutual promises and covenants set forth herein, agree as follows:

1. For and in consideration of the amount stated hereinafter, the CONSULTANT shall:
 - a) Assist the GOVERNING BODY in identifying its insurable Property & Casualty exposures and to recommend professional methods to reduce, assume or transfer the risk or loss.
 - b) Assist the GOVERNING BODY in understanding the various coverages available from the Central Jersey Joint Insurance Fund and the Municipal Excess Liability Joint Insurance Fund.
 - c) Review with the GOVERNING BODY any additional coverages that the CONSULTANT feels should be carried but are not available from the FUND and subject to the GOVERNING BODY's authorization, place such coverages outside the FUND.
 - d) Assist the GOVERNING BODY in the preparation of applications, statements of values, and similar documents requested by the FUND, it being understood that this Agreement does not include any appraisal work by the CONSULTANT.
 - e) Review Certificates of Insurance from contractors, vendors and professionals when requested by the GOVERNING BODY.
 - f) Review the GOVERNING BODY's assessment as prepared by the FUND and assist the GOVERNING BODY in the preparation of its annual insurance budget.

- g) Review the loss and engineering reports and generally assist the safety committee in its loss containment objectives. Also, attend no less than one (1) municipal safety committee meeting per annum to promote the safety objectives and goals of the GOVERNING BODY and the FUND.
- h) Assist where needed in the settlement of claims, with the understanding that the scope of the CONSULTANT's involvement does not include the work normally done by a public adjuster.
- i) Perform any other risk management related services required by the FUND's bylaws.

2. In exchange for the above services, the CONSULTANT shall be compensated in the following manner:

- a) The CONSULTANT shall be paid by the GOVERNING BODY a fee as compensation for services rendered, an amount equal to six percent (6%) of the GOVERNING BODY's annual assessment as promulgated by the FUNDS. Said fee shall be paid to the CONSULTANT within thirty (30) days of payment of the GOVERNING BODY's assessment.
- b) For any insurance coverages authorized by the GOVERNING BODY to be placed outside the FUND, the CONSULTANT shall receive as compensation the normal brokerage commissions paid by the insurance company. The premiums for said policies shall not be added to the FUND's assessment in computing the fee outlined in 2 (a).
- c) If the GOVERNING BODY shall require of the CONSULTANT extra services other than those outlined above, the CONSULTANT shall be paid by the GOVERNING BODY a fee at the rate of \$0 per hour, in addition to actual expenses incurred.

3. The term of this Agreement shall be one (1) year. However, this Agreement may be terminated by either party at any time by mailing to the other written notice, certified mail return receipt, calling for termination at not less than thirty (30) days thereafter. In the event of termination of this Agreement, the CONSULTANT's fees outlined in 2 (a) above shall be prorated to date of termination.

ATTEST:

GOVERNING BODY:

ATTEST:

CONSULTANT:

RESOLUTION NO. 2021-241

**RESOLUTION APPROVING ELECTION OF DEPARTMENTAL
OFFICERS FOR THE FIRE DEPARTMENT 2022**

WHEREAS, the secretaries of the Goodwill Hose Company, Union Fire Company No. 1 and Volunteer Hook and Ladder Company have certified that the following men were elected Departmental Officers at the annual election held on November 9, 2021.

Chief: Jason Downing

1st Asst. Chief: Steven Hudson

2nd Asst. Chief: Nick Lorusso

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Belmar that the action of the fire companies in electing the aforesaid Departmental Officers be and the same is approved and the persons so elected be confirmed to their respective positions for the yearly term beginning January 1, 2022.

Councilman Brennan offered the above resolution and moved its adoption. Seconded by Councilman Carvelli and adopted by the following vote on roll call:

Council members:	AYES	NAYS	ABSTAIN	ABSENT
Mayor Walsifer	X			
Mr. Carvelli	X			
Mr. McCracken	X			
Ms. Wann	X			
Mr. Brennan	X			

Adopted: December 7, 2021

RESOLUTION NO. 2021-242

RESOLUTION APPOINTING SPECIAL POLICE OFFICERS FOR 2022

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

Monmouth County Police Academy Special Law Enforcement Class II January 10, 2022 through June of 2022:

Vito C. Aleo
Nicholas M. Chianca
Jasmin Colon
John J. Enzerillo
Bethany G. Feinstein
Connor J. Kelly
Eric M. Lee
Michael J. Pasterchick
Tristan W. Waldron

Councilman Brennan offered the above resolution and moved its adoption. Seconded by Councilman Carvelli and adopted by the following vote on roll call:

Council members:	AYES	NAYS	ABSTAIN	ABSENT
Mayor Walsifer	X			
Mr. Carvelli	X			
Mr. McCracken	X			
Ms. Wann	X			
Mr. Brennan	X			

Adopted: December 7, 2021

RESOLUTION #2021-243

GRANT AGREEMENT BETWEEN
Borough of Belmar
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT IDENTIFIER: UCF-2021-Belmar-00047-RP

GOVERNING BODY RESOLUTION

The governing body of **Borough of Belmar** desires to further the public interest by obtaining a grant from the State of New Jersey in the amount of approximately **\$9,800.00** to fund the following project:

Resiliency Planning - Borough of Belmar Resiliency Planning - Borough-Wide Street Tree Inventory Grant Application 2021

Therefore, the governing body resolves
that * [name of Authorized Official]
or the successor of the office of * [title/office of Authorized Officer] is authorized (a) to make application for such a grant, (b) if awarded, to execute a grant agreement with the state for a grant in an amount not less than * and not more than * and (c) to execute: *

☐ any amendments thereto.
☒ any amendments thereto which do not increase the Grantee's obligations.
☐ no amendments thereto.

*The **Council** authorizes and hereby agrees to match % * of the Total Project Amount, in compliance with the match requirements of the agreement. The availability of the match for such purposes, whether cash, services, or property, is hereby certified
Up To ☒ Exactly ☐ % * of the match will be made up of in-kind services (if allowed by grant program requirements and the agreement).

The Grantee agrees to comply with all applicable Federal, State, and municipal laws, rules, and regulations in its performance pursuant to the agreement.

Introduced and passed *

*Where in-kind services are allowed and are stipulated by the Grantee, an attachment must be provided and appended hereto, breaking out the in-kind services. This can be uploaded in the Miscellaneous Attachments section. In-kind contributions are considered volunteer work or the donation of equipment or property. If no match is required, then 0% should be entered in each of the boxes above.

Councilman Brennan offered the above resolution and moved its adoption. Seconded by Councilman Carvelli and adopted by the following vote on roll call:

Council members:	AYES	NAYS	ABSTAIN	ABSENT
Mayor Walsifer	X			
Mr. Carvelli	X			
Mr. McCracken	X			
Ms. Wann	X			
Mr. Brennan	X			

Adopted: December 7, 2021

RESOLUTION NO. 2021-244

**A RESOLUTION TO AUTHORIZE ADDITIONAL WORK FOR THE MAIN STREET
STREETSCAPE PROJECT**

WHEREAS, the Borough of Belmar is in need of a contractor to complete the Main Street Streetscape project at 8th Avenue and Main Street; and

WHEREAS, the Borough of Belmar has received a proposal to complete the work from Atomic Electric, which has been approved by the NJEDA; and

WHEREAS, funds are available for this project in the Capital account C-05- -144-238 and the Chief Financial Officer has so certified.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Belmar that the proposal from Atomic Electric in the amount of \$10,000 to complete improvements to the Main Street Streetscape project at 8th Avenue and Main Street as identified by the Borough Engineer; be and the same is hereby accepted.

BE IT FURTHER RESOLVED that a certified copy of this Resolution shall be supplied to for their information and further action, if necessary:

- 1. Atomic Electric
- 2. NJEDA
- 3. Borough Engineer Gerald Freda, Leon S. Avakian, Inc., Neptune, NJ
- 4. Chief Financial Officer, Borough of Belmar

Councilman Brennan offered the above resolution and moved its adoption. Seconded by Councilman Carvelli and adopted by the following vote on roll call:

Council members:	AYES	NAYS	ABSTAIN	ABSENT
Mayor Walsifer	X			
Mr. Carvelli	X			
Mr. McCracken	X			
Ms. Wann	X			
Mr. Brennan	X			

Adopted: December 7, 2021

APRIL CLAUDIO
MUNICIPAL CLERK

RESOLUTION NO 2021-245

**RESOLUTION AUTHORIZING THE MAYOR AND BOROUGH CLERK TO ENTER INTO A
SHARED SERVICE AGREEMENT BETWEEN THE BOROUGH OF BELMAR AND THE
COUNTY OF MONMOUTH FOR ITAX MAP/COLLABORATION CETNER SYSTEM (TAX
MAP CONVERSION AND MAINTENANCE SERVICES)**

BE IT RESOLVED by the Borough Council of the Borough of Belmar that the Mayor and Borough Clerk be and are hereby authorized to execute an Agreement with the County of Monmouth to enter into a shared service agreement between the Borough of Belmar and the County of Monmouth for the provision of Itax map/collaboration center system (tax map conversion and maintenance services).

Councilman Brennan offered the above resolution and moved its adoption. Seconded by Councilman Carvelli and adopted by the following vote on roll call:

Council members:	AYES	NAYS	ABSTAIN	ABSENT
Mayor Walsifer	X			
Mr. Carvelli	X			
Mr. McCracken	X			
Ms. Wann	X			
Mr. Brennan	X			

Adopted: December 7, 2021

Monmouth County Board of County Commissioners

THOMAS A. ARNONE
DIRECTOR

SUSAN M. KILEY
DEPUTY DIRECTOR

LILLIAN G. BERRY
NICK DIROCCO
ROSS F. LICITRA



HALL OF RECORDS
ONE EAST MAIN STREET
FREEHOLD, NJ 07728
TELEPHONE: 732-431-7000

October 1, 2021

Dear Mayor:

I would like to thank you for your participation in the Monmouth County Shared Services Program. As liaison to this division, I am proud to say that Monmouth County has developed one of the most successful shared services programs in New Jersey. We are always looking to improve our program and I am proud to present to you a new, fully funded, shared services program to convert your municipal tax maps from analog to digital and/or participate in a County-wide maintenance program for all of your municipal tax maps and GIS parcel layers in digital form.

A County-to-Municipal shared services agreement will usher in the transition from analog records to state-certified digital tax maps for all municipalities that are not already state-certified. The intent of this program is to reduce municipality costs in complying with the law and ensure the availability of updated tax map data to all public and government stakeholders. The proposed map conversion and maintenance services will be provided by the outside engineering firm – Civil Solutions, a division of ARH. The initial phase of this program will be funded by the County of Monmouth.

Municipalities who wish to participate in this shared service program should execute the attached agreement and an authorizing resolution from their respective governing body.

Thank you again for participating in the Monmouth County Shared Services Program. Please feel free to contact my office should you have any questions by emailing me at Thomas.Arn timer@co.monmouth.nj.us or by calling me at 732-431-7396.

Sincerely,

A handwritten signature in black ink that reads "Thomas A. Arn timer".

Thomas A. Arn timer
Commissioner Director,
Monmouth County

cc: Teri O'Connor, County Administrator
Michael Fitzgerald, County Counsel
Richard Rehmann, President, Civil Solutions
Municipal Administrator
Municipal Clerk

"SEPTEMBER 24, 1609 THIS IS A VERY GOOD LAND TO FALL IN WITH AND A PLEASANT LAND TO SEE."

Entry in the log of Henry Hudson's Ship Half Moon made after the Dutch Explorer became
the first European to come ashore in what was later known as Monmouth County

Monmouth County iTaxMap Shared Service

The County of Monmouth has embarked on a new municipal shared service. The objective is to establish digital tax maps in a consistent form and format for all 53 municipalities in the County. The County has fully funded the initial phase of this shared service. **Civil Solutions, a division of ARH** has been selected and is in the process of coordinating with the County to begin the municipal on-boarding process.

Civil Solutions will lead the technical execution of the work. Through this process, they will be implementing a variety of tools. Many of those tools will be made available to your Tax Assessor. Some highlights include:

- *Collaboration Center:* All aspects of tax map maintenance such as status, detailed documentation of each change & the final tax maps are housed here and available 24/7.
- *ezM4 Cloud:* Custom Civil Solutions tool created specifically for verification that each tax record has a property shown on the tax map, and vice versa. This is a critical step in tax map development, including State review and certification.

How will this benefit me?

- Transition to State-certified digital tax maps
- Consistent and accurate municipal and County-wide data
- Lower cost for annual tax map maintenance
- Decreased costs due to tax appeals
- Unprecedented collection of data made available to taxpayers, municipalities & County
- Greater opportunities for new applications, automations & advancements

What are the next steps?

1. **Initial Contact:** Civil Solutions will be contacting your municipal tax assessor shortly to explain the project and answer any initial questions.
2. **On-Boarding:**
 - a. The County will work closely with you to complete the Shared Services Agreement.
 - b. Civil Solutions will gather and review source documents to understand the status of your municipal tax maps and establish a custom project methodology and schedule for your municipality.
3. **Map Production:** Each municipal partner will be closely involved in the creation of the Tax Map, resolution of issues or questions, and the State certification process.

For any questions or more information on iTaxMap, please reach out to:

Don Smith, Project Manager | Civil Solutions, a division of ARH | (609) 949-4029 | dsmit@arh-us.com



**RESOLUTION TO APPROVE [MUNICIPALITY] TO ENTER INTO A SHARED SERVICES AGREEMENT WITH
THE COUNTY OF MONMOUTH TO PROVIDE THE ITAX MAP/COLLABORATION CENTER SYSTEM (tax
map conversion and maintenance services)**

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

WHEREAS, each municipality is to provide for the preparation of yearly revisions to the tax map under New Jersey State law N.J.A.C. 18:23A-1.1, and this legal requirement is not followed by all municipalities based on limited financial, technical and professional resources; and

WHEREAS, each physical description of a parcel of land drives the mass-appraisal calculation of the land portion of its property tax assessment, and land data inaccuracies and errors lead to poor distribution of the annual tax levy, potentially resulting in years of tax bill overpayments and underpayments; and

WHEREAS, a County-to-Municipality shared services program would provide map conversion and maintenance services, ushering in the transition from analog to a Countywide standard of state-certified digital tax maps for all 53 municipalities; and

WHEREAS, the intent of the digital tax map shared services program is to reduce municipal costs in complying with the law and provide for the most up-to-date GIS parcel layer and tax map data for public and government stakeholders; and

WHEREAS, this service provides participating municipalities with numerous benefits, including: anticipated cost-savings through economies-of-scale; reduce cost to comply with state regulations and standards; transition from analog to state-certified digital maps; streamlined editing and ongoing maintenance procedures; more consistent and accurate municipal and County-wide information; unprecedented assemblage of data made available to taxpayers, municipalities and the County; and seamless flow of tax information into GIS and additional information systems.

WHEREAS, it is in the best interest of [MUNICIPALITY] to enter into such an Agreement.

NOW, THEREFORE, IT BE RESOLVED, that the governing body of [MUNICIPALITY] hereby approves entry in the Agreement with the County of Monmouth consistent with the foregoing.

BE IT FURTHER RESOLVED, that the Mayor, Borough Administrator and Borough Clerk are each hereby authorized and directed to execute the attached Shared Services Agreement, for the provision of the iTax Map/Collaboration Center System, on behalf of the Borough.

**SHARED SERVICE AGREEMENT
FOR THE COUNTY OF MONMOUTH TO PROVIDE
THE iTaxMap/Collaboration Center SYSTEM**

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

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

WHEREAS, each municipality is to provide for the preparation of yearly revisions to the tax map under New Jersey State law N.J.A.C. 18:23A-1.1, and this legal requirement is not followed by all municipalities based on limited financial, technical and professional resources; and

WHEREAS, each physical description of a parcel of land drives the mass-appraisal calculation of the land portion of its property tax assessment, and land data inaccuracies and errors lead to poor distribution of the annual tax levy, potentially resulting in years of tax bill overpayments and underpayments; and

WHEREAS, a County-to-Municipality shared services program would provide map conversion and maintenance services, ushering in the transition from analog to a Countywide standard of state-certified digital tax maps for all 53 municipalities; and

WHEREAS, the intent of the digital tax map shared services program is to reduce municipality costs in complying with the law and provide for the most up-to-date GIS parcel layer and tax map data for public and government stakeholders; and

WHEREAS, the Commissioners have approved the awarding of a contract for digital tax mapping in Resolution # 2021-0552; and

WHEREAS, this service provides participating municipalities with numerous benefits, including: anticipated cost-savings through economies-of-scale; reduce cost to comply with state regulations and standards; transition from analog to state-certified digital maps; streamlined

editing and ongoing maintenance procedures; more consistent and accurate municipal and County-wide information; unprecedented assemblage of data made available to taxpayers, municipalities and the County; and seamless flow of tax information into GIS and additional information systems.

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

IT IS AGREED:

1. Grant of Sublicense. Monmouth hereby grants the municipality use of the Collaboration Center as provided by Civil Solutions, under the terms of this Agreement.

2. Costs.

- (a) There are no costs for municipality for the initial two (2) years of the service. During the initial two (2) years of the agreement the County shall pay for the conversion and maintenance of all parcels within the municipality to a County/State digital standard.
- (b) Once all municipalities who have agreed to participate have been brought to the County/State digital standard, a per parcel annual maintenance cost shall be determined and presented to all municipalities for review and consideration.
- (c) The County shall pay for all costs associated with the maintenance and hosting of the iTaxMap/Collaboration applications within the County's IT facilities.
- (d) Any and all additional costs of releases or other future add-ons, will be mutually agreed upon by the municipalities.

3. Other Costs.

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

4. iTaxMap/Collaboration Center System access through Civil Solutions.

- (a) Each participating municipality has access to the iTaxMap/Collaboration Center system
- (b) Each municipality is entitled to two (2) named users accounts to access the Collaboration Center system, one of which shall be the municipal Assessor.

5. Maintenance and Support.

- (a) The Monmouth County Office of Geographic Information Systems will procure and maintain vendor software licensing. Civil Solutions is responsible for maintenance and upgrades to the iTaxMap System.
- (b) Municipalities will have access to Civil Solutions' technical help and support services to assist questions regarding the iTaxMap System.
- (c) In the event of any major changes in the maintenance and support arrangements with iTaxMap System, all municipalities in good standing under this Agreement will receive prior and timely notification of such changes.

6. Copyright & Trademark Acknowledgement.

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

Copyright © 2021 Civil Solutions

All rights reserved.

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

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

8. Term of Agreement.

This Agreement shall be effective through (December 31, 2025), unless sooner terminated or extended.

9. Termination of Agreement.

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

10. Dispute Resolution.

- (a) Monmouth agrees to continue providing the municipality access to the iTaxMap System web-based interface and all data during the pendency of a dispute.

11. Limitation of Liability/Indemnification.

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

12. Terms of Use and Notices.

In order to access the iTaxMap System, the municipality and its external authorized users must agree to the Terms of Use posted thereon, a copy of which is attached hereto, as Exhibit "B". By executing this Agreement, the municipality agrees to the terms of Exhibit "B".

13. Support Process.

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

14. Changes.

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

15. Force Majeure.

A party shall not be liable for any failure of or delay in the performance of this Agreement for the period of time that such failure or delay is (a) beyond the reasonable control of a party, including, without limitation, acts of God, terrorist acts, shortage of supply, breakdowns or malfunctions, interruptions or malfunctions of computer facilities, or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, labor difficulties, war, or civil unrest, and (b) materially affects the performance of any of its obligations under this agreement, and (c) could not reasonably have been foreseen or provided against. The affected party shall provide the other with prompt notice, as soon as practicable, any such delay or failure in performance occurs and keep the other party apprised of developments and mitigation effort with respect thereto. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached the Agreement, for the delay in performance of this Agreement when and to the extent such failure or delay is caused by acts beyond the parties' control.

16. Choice of Law.

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

17. Filing of Agreement.

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

18. Authority to Execute Agreement.

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

19. Counterparts.

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

20. Notices.

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

To Monmouth:

County of Monmouth
1 East Main Street
Freehold, NJ 07728
Attn: Teri O'Connor, Administrator
Email: Teri.O'Connor@co.monmouth.nj.us
Fax: 732-409-4820

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

To the Municipality:

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

COUNTY OF MONMOUTH

Clerk of the Board

By: _____
Commissioner Director

Date: _____

ATTEST:

By: _____
Title:

Date: _____

Exhibit "A"

END USER PC(s)

Support Services:

- *Civil Solutions Collaboration Center is a web-centric tool that allows users to:*
 - *Input change requests; upload attachments for documentation and support*
 - *Track work order status*
 - *View completed tax map products via direct link*
 - *View backup documentation, uploaded in original order, via direct link*
 - *Track all map change requests and responsible parties*
 - *Track dates submitted, changed and state approved*

Supported Browser Versions:

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

Suggested System Specifications for Basic Browsing:

- PC with at least 2GB of RAM, or
- Modern tablet devices, and
- Latest version of Mozilla Firefox, Microsoft Edge, or Google Chrome

Suggested System Specifications for Advanced or Professional Use:

- PC with at least 8GB of RAM, and
- Latest version of Mozilla Firefox, Microsoft Edge, or Google Chrome

RESOLUTION NO 2021-246

RESOLUTION AUTHORIZING REFUNDS

BE IT RESOLVED, by the Mayor and Borough Council that the following refunds are hereby authorized upon certification by the Chief Financial Officer to the following:

Matthew Byrne
718 Burton Place,
Lake Como, NJ, 07719
Basketball registration \$100

Councilman Brennan offered the above resolution and moved its adoption. Seconded by Councilman Carvelli and adopted by the following vote on roll call:

Council members:	AYES	NAYS	ABSTAIN	ABSENT
Mayor Walsifer	X			
Mr. Carvelli	X			
Mr. McCracken	X			
Ms. Wann	X			
Mr. Brennan	X			

Adopted: December 7, 2021

RESOLUTION NO. 2021-247

RESOLUTION AWARDING CONTRACT FOR ENCODER REGISTERS, COLD WATER METERS AND RADIO FREQUENCY METER INTERFACE UNITS

WHEREAS, on November 30, 2021 the Borough of Belmar received bids for encoder registers, cold water meters and radio frequency meter interface units.

WHEREAS, “Certification As To Availability Of Funds” is annexed hereto.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council on this 7th day of December 2021, that:

- 1. Contract is awarded to: Rio Supply, 100 Allied Parkway, Sicklerville, NJ 08081
- 2. Price list attached (Attachment A). Not to exceed \$271,120.00 for 2022 and \$271,120.00 for 2023

CERTIFICATION AS TO AVAILABILITY OF FUNDS

I herewith certify that, as of December 7, 2021 *the Borough of Belmar will make adequate provision of funds in the future municipal budgets for the term of the contract.* More specifically, the actual encumbrance of the funds will be based on the approval of the fully executed purchase orders by the Chief Financial Officer. Said purchase orders will encumber the funds for the affected account at that time.

Lorraine Carafa
Chief Financial Officer

Councilman Brennan offered the above resolution and moved its adoption. Seconded by Councilman Carvelli and adopted by the following vote on roll call:

Council members:	AYES	NAYS	ABSTAIN	ABSENT
Mayor Walsifer	X			
Mr. Carvelli	X			
Mr. McCracken	X			
Ms. Wann	X			
Mr. Brennan	X			

Adopted: December 7, 2021

2022							
Wall 5/8" meter (x 200)	Pit 5/8"meter (x 200)	Wall 1" meter (x 100)	Pit 1" meter (x 100)	Wall 1 1/2"meter (x 10)	Pit 1 1/2" meter (x 10)	Wall 2" meter (x 10)	Pit 2" meter (x 10)
\$333.00	\$353.00	\$458.00	\$488.00	\$895.00	\$907.00	\$1,053.00	\$1,077.00

2023							
Wall 5/8" meter (x 200)	Pit 5/8"meter (x 200)	Wall 1" meter (x 100)	Pit 1" meter (x 100)	Wall 1 1/2"meter (x 10)	Pit 1 1/2" meter (x 10)	Wall 2" meter (x 10)	Pit 2" meter (x 10)
\$333.00	\$353.00	\$458.00	\$488.00	\$895.00	\$907.00	\$1,053.00	\$1,077.00

RESOLUTION NO. 2021-248

RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS FROM APPROPRIATIONS

WHEREAS, the Local Budget Law, *N.J.S.A.* 40A-4:20, et seq., permits the transfer of funds from appropriations which have available balances to those that do not during the last two months of the fiscal year under certain circumstances; and,

WHEREAS, the Borough Council of the Borough of Belmar wishes to transfer funds as permitted by *N.J.S.A.* 40A:4-58, et seq. and as recommended by Chief Financial Officer.

NOW, THEREFORE, BE IT RESOLVED BY the Borough Council of the Borough of Belmar that transfers between appropriations as listed below are hereby authorized:

Current Fund:

Account No.	Appropriation Title	Transfer	
		Out	In
1-01- -007-299	Finance, Misc.	1,000.00	
1-01- -163-282	Interest on Bonds		1,000.00
1-01- -073-291	Parks, Misc. Supplies	4,000.00	
1-01- -019-233	Public Buildings, Misc. Supplies		4,000.00
1-01- -027-272	Group Insurance – Hospitalization	25,000.00	
1-01- -027-274	Group Insurance – Rx	20,000.00	
1-01- -029-262	Worker’s Compensation	7,000.00	
1-01- -031-263	Other Insurance	24,500.00	
1-01- -079-254	Electricity	3,000.00	
1-01- -035-122	PD Technology, S/W		6,500.00
1-01- -037-121	Police Comm, S/W		8,000.00
1-01- -059-121	Uniform Fire Safety, S/W		25,000.00
1-01- -072-253	Marina Gas for Resale		40,000.00

Beach Operating Fund:

1-21- -007-123	Finance, S/W	3,500.00	
1-21- -003-121	Personnel, S/W		3,500.00

BE IT FURTHER RESOLVED that a certified copy of this Resolution shall be provided to the Chief Financial Officer for further action.

Councilman Brennan offered the above resolution and moved its adoption. Seconded by Councilman Carvelli and adopted by the following vote on roll call:

Council members:	AYES	NAYS	ABSTAIN	ABSENT
Mayor Walsifer	X			
Mr. Carvelli	X			
Mr. McCracken	X			
Ms. Wann	X			
Mr. Brennan	X			

Adopted: December 7, 2021