

RESOLUTION NO. 2021-129

**RESOLUTION AUTHORIZING ISSUANCE OF PLENARY RETAIL
CONSUMPTION LICENSE NO. 1306-33-010-008 TO WATERVIEW PAVILION, INC.T/A
RIVERVIEW PAVILION, WATERVIEW PAVILION FOR PERIOD ENDING
JUNE 30, 2022**

WHEREAS, application has been made to the Borough Council for Plenary Retail Consumption License No. 1306-33-010-008 by Pat's Diner, Inc. T/A Pat's Riverview and the Waterview Pavilion; and

WHEREAS, said application is accompanied by reports from the borough inspection officials, health inspector and Chief of the Police if applicable.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council that a Plenary Retail Consumption License for the period from July 1, 2021 to June 30, 2022, both dates inclusive, be issued to the following, subject to the Special Conditions that no alcoholic beverages shall be sold, served, delivered to, or consumed in, or allowed to be sold, served, delivered to or consumed in the licensed premises during such time as the number of persons, exclusive of employees, occupying the licensed premises exceeds the number of persons listed after the names of the respective following license:

1306-33-010-008, Pat's Riverview, Inc. is for strictly a catering business. Occupancy limited to Two Hundred Forty (240) people for the first floor, One Hundred Forty-One (141) people on the second floor and Seventeen (17) people on the deck. Waterview Pavilion is limited to Two Thousand (2,000) persons.

It is a requirement that all employees licensed to handle alcoholic beverages undergo TAMS training within 30 days of being hired; records of this requirement are to be maintained by the licensee.

The licensed premise must comply with all State, County, and Local guidelines as it pertains to health department regulations.

BE IT FURTHER RESOLVED that the Borough Clerk be and is authorized to sign and deliver license certificate to said applicant after making notation of any Special Conditions upon the face of said license.

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

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

Adopted:

RESOLUTION NO. 2021-130

RESOLUTION AUTHORIZING ISSUANCE OF A PLENARY RETAIL CONSUMPTION LICENSE NO. 1306-33-001-013 FOR CHEFS INTERNATIONAL INC. FOR THE PERIOD ENDING JUNE 30, 2022

WHEREAS, application has been made for Plenary Retail Consumption License No. 1306-33-001-013 by Chefs International Inc. for the premises at 713-715 Main Street, 700 Eighth Ave. and 709-711 Main Street DBA Anchor Tavern; and

WHEREAS, said application is accompanied by an Affidavit of Publication and reports from Chief of Police and reports from Borough Inspection Officials, and Fire Official if applicable; and

NOW, THEREFORE, BE IT RESOLVED by the Borough Council that a Plenary Retail Consumption License for the period from to July 1, 2021 to June 30, 2022 both dates inclusive, be issued to Chefs International Inc. subject to the Special Condition that no alcoholic beverages shall be sold, served, delivered to, or consumed in, or allowed to be sold, served, delivered to or consumed in the licensed premises during such time as the number of persons listed after the names of the respective following license:

1306-33-001-013- The premises at 713-715 Main St. and 700 Eighth Ave. and for storage in the basement of 700 Eighth Ave. Occupancy limited to Two Hundred and Fifty Five (255) persons inside and outside dining area is limited to One Hundred and forty two (142) persons.

WHEREAS, the following conditions are placed on this license:

1. Counting of all those people entering and leaving shall be conducted on Friday, Saturday, or any special promotional night. One mechanical counter will be used for those entering the premises and a separate one will be used for those exiting.
2. It is a requirement that all employees licensed to handle alcoholic beverages undergo TAMS training within 30 days of being hired; records of this requirement are to be maintained by the licensee.
3. It is a requirement that the appropriate software updates are provided for the scan system.
4. No person shall be allowed to sit, stand or dance on top of the bar.
5. The continued use of Shush Patrols by the licensee from Memorial Day to Labor Day shall be continued and coordinated with the Police Dept.
6. The licensee shall maintain a no entry list, which is a list of persons who the licensee does not permit in the establishment.
7. Live Music in the outdoor enclosed bar/dining area will be permitted provided that it shall be limited to 3 pieces (without heavy percussion) and DJ's (with amplification) and shall conclude by no later than 10:00 pm.
8. The outdoor dining area, including bar shall be enclosed at all times with controlled access points through the restaurant or on 8th Avenue only. The licensee will have posted a minimum of one (1) security personnel outside the entrance on 8th Avenue on Friday and Saturday from 6pm to closing as well as on high volume Holidays/Sundays as needed in coordination with the Belmar Police Department.
9. Unruly Patrons: All personnel responsible for the distribution of alcohol and providing security will be trained in the ServSafe program as well as have knowledge of the local ordinances. When a patron acts in a manner that is violent, abusive, indecent, profane, boisterous, or otherwise disorderly, they will be immediately asked to leave. If a patron refuses, management will notify the Borough of Belmar's Police Department.
10. Intoxicated Patrons: All personnel may not sell, dispense, or give away alcohol to any

person who is deemed intoxicated. When a customer has been “cut-off”, the server will notify the other employees. Management will support the server’s decision to terminate service to any customer. The customer will be asked to leave and management will secure a sober driver or provide a taxi service to take the patron home. If the customer refuses, management will notify the Borough Belmar’s Police Department with a description of the person and the license plate number of the vehicle, if possible.

11. False IDs: All identification cards used to prove age must be valid (i.e., may not be expired), and must be government issued. If the identification card is expired or appears at all questionable to the employee, the employee shall request a second form of identification. The employee shall make sure that the individual purchasing the liquor resembles the identification card. All employees are encouraged to ask purchasers questions relating to their identification in order to verify the information. If the employee checking an ID has a strong suspicion that an ID is false, altered, or belongs to someone other than the person presenting the ID, he/she shall confiscate the ID and turn it over to management, to be presented to the police.
12. Control/Supervision of Patron under 21 (restaurant applications) Licensee will request proof of age from any customer who appears to be 30 years of age or younger, and will refuse service to any customer who cannot produce adequate ID.
13. Circumstances under which the Police will be called: The police will be called, in a timely manner, any time management or staff has information to believe a crime has been or is about to be committed and/or whenever a threat of or act of violence occurs in the premises or off premises in areas that would be considered in view or earshot of the establishment.
14. Handling of Physical Disturbances, including Fights: Security or management will ask anyone who is fighting to leave. If necessary, security or management will call the local law enforcement agency for assistance. Licensee will permanently refuse admittance to any chronic problem customer.
15. The licensed premise must comply with all State, County, and Local guidelines as it pertains to health department regulations.

offered the above resolution and moved its adoption.

Seconded by and adopted by the following vote on roll call:

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

Adopted:

RESOLUTION NO. 2021-131

**RESOLUTION AUTHORIZING ISSUANCE OF A RETAIL CONSUMPTION
LICENSE TO THE IRISH CURSE, LLC DBA 10TH AVENUE BURRITO
LICENSE NO. 1306-33-007-005, FOR THE PERIOD ENDING
JUNE 30, 2022**

WHEREAS, an application was made by the Irish Curse LLC, DBA 10th Avenue Burrito, 801 Belmar Plaza, for renewal of their Retail Consumption License No. 1306-33-007-005; and

WHEREAS, said application is accompanied by an Affidavit of Publication and reports from Chief of Police and reports from Borough Inspection Officials, and Fire Official if applicable; and

WHEREAS, said licensed premises at 801 Belmar Plaza is licensed.

WHEREAS, said licensing renewal term is July 1, 2021 to June 30, 2022.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Belmar that Retail Consumption License be and is granted subject to the following special conditions:

1. The occupancy limit for the licensed establishment shall be as follows: Outside Enclosed Bar/Dining area-120, Inside Dining Area-78, and Inside Bar 49.
2. It is a requirement that all employees licensed to handle alcoholic beverages undergo TAMS training within 30 days of being hired; records of this requirement are to be maintained by the licensee.
3. Live Music in the outdoor enclosed bar/dining area will be permitted provided that it shall be limited to 3 pieces (without heavy percussion) and DJ's (with amplification) and shall conclude by no later than 10:00 pm.
4. The outdoor dining area, including bar shall be enclosed at all times with controlled access points through the restaurant or on Belmar Plaza only. The licensee will have posted a minimum of one (1) security personnel outside the entrances on Belmar Plaza on Friday and Saturday from 6pm to closing as well as on high volume Holidays/Sundays as needed in coordination with the Belmar Police Department.
5. Licensee will designate a clean-up crew for area of Belmar Plaza adjacent to the licensed premise. This clean-up crew shall wear 10th Avenue Burrito shirts and the hours of operation shall be at closing.
6. The licensed premise must comply with all State, County, and Local guidelines as it pertains to health department regulations.

BE IT FURTHER RESOLVED that the Borough Clerk be and is hereby authorized to deliver the license certificate to the aforementioned applicant.

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

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

Adopted:

RESOLUTION 2021-132

RESOLUTION TO ALLOW STATE OF NEW JERSEY DIVISION OF A.B.C TO RENEW CLUB LICENSE TO THE ORDER OF THE FRIENDLY SONS OF THE SHILLELAGH

WHEREAS, the Order of Friendly Sons of Shillelagh, Inc., Jersey Shore Chapter for the premises at 815-817 Sixteenth Avenue for a Club License No. 1306-31-020-001 has applied for a renewal of their license; and

WHEREAS, Mayor Mark Walsifer, Council members James McCracken and Thomas Brennan are members of the Order of the Friendly Sons of the Shillelagh.

WHEREAS, since Mayor Walsifer, Council members McCracken, and Brennan are members of the governing body of the Borough of Belmar, which also acts as the ABC issuing authority, the subject license is a “conflict” license. Accordingly said renewal license application will be forwarded to the Director of the Division of Alcoholic Beverage Control for consideration pursuant to N.J.S.A. 33:1-20 and N.J.A.C. 13:2-4.1; and

WHEREAS, N.J.A. C. 13:2-4.6 requires the issuing authority to submit to the Director a certified resolution setting forth that the issuing authority has no objection to the renewal of the subject license and consents thereto, and furthermore, is not aware of any circumstances or provision of law or local ordinance which would prohibit the renewal of the subject license.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Belmar, County of Monmouth, State of New Jersey:

That the Mayor and Council has no objection to the renewal of Club License No. 1306-31-020-001 and consents thereto, and furthermore, is not aware of any circumstances or provisions of law or local ordinance which would prohibit the renewal of the subject license.

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

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

Adopted:

RESOLUTION NO. 2021-133

RESOLUTION ADOPTING THE MUNICIPAL EXCESS LIABILITY JOINT INSURANCE FUND VOLUNTEER HANDBOOK

WHEREAS, the Mayor and Council has determined that there is a need for policies and procedures to ensure that volunteers for recreation programs, Boards and Commissions, and other are treated and act in a manner consistent with laws and regulations.

WHEREAS, the Municipal Excess Liability Joint Insurance Fund has created a handbook for volunteers.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Belmar that the Municipal Excess Liability Joint Insurance Fund Volunteer Handbook be adopted and distributed to all recreation volunteers.

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

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

Adopted:




APRIL 2021

MUNICIPAL EXCESS LIABILITY JOINT INSURANCE FUND

VOLUNTEER HANDBOOK

PREPARED BY:
CLEARY GIACOBBE ALFIERI JACOBS
Oakland * Matawan * Somerville



VOLUNTEER HANDBOOK

DISCLAIMER

The purpose of this Handbook is to acquaint volunteers of the Borough of Belmar with the policies and practices which apply to a volunteer's position with the Borough of Belmar. The policies and practices contained in this Handbook are only guidelines and maybe canceled or changed by the Borough of Belmar at any time with or without notice. This Handbook is not intended to nor does it create an employment contract between the Borough of Belmar and any of its volunteers.

THIS HANDBOOK IS NOT A CONTRACT OF EMPLOYMENT.

Except as otherwise provided by contract or applicable law, a volunteer's service is at-will. This means that any volunteer may voluntarily terminate his/her service with the Borough of Belmar at any time, for any reason. It also means that the Borough of Belmar may terminate any volunteer's service with the Borough of Belmar at any time, with or without good cause. Nothing contained in this Handbook constitutes a contractual right, express or implied. No provision contained in this Handbook or any other policy or procedure may be changed by any oral statement but must be in writing signed by an authorized representative of the Borough of Belmar.

The Borough of Belmar retains all rights to discharge or discipline volunteers. As a volunteer of the Borough of Belmar, you agree to conform to all applicable policies, procedures, rules, regulations, statutes and collective negotiations agreements.

This Handbook is not meant to affect, or to be a comprehensive description of local, State or federal statutes, rules or regulations, disciplinary procedures, benefits, workers' compensation, leaves, compensation, the policies, practices and procedures of the Borough of Belmar, or collective negotiations. The rights and responsibilities of volunteers are always governed by existing law and any applicable agreements or established past practice. Nothing in this Handbook provides legal rights in addition to those, if any, provided to volunteers under local, State or federal statutes, rules, regulations, collective negotiations agreements or established past practice. If any part of this Handbook conflicts with local, State or federal statutes, rules, regulations, executive orders, a collective negotiations agreement or established past practice, the part of the Handbook which conflicts with a local, State or federal statute, rule, regulation, collective negotiations agreement or established past practice will be null and void as it applies to the affected group of volunteers. Likewise, if at any time, any local, State or federal statutes, rules, regulations, executive orders or collective negotiations agreement should be amended, this Handbook will be deemed to have been likewise amended, even though actual changes to the Handbook have not been made.

Please be aware that this Handbook contains a summary of several laws, rules, regulations, and policies that are applicable to volunteers. However, this Handbook is not intended to be a comprehensive description of every policy that applies to volunteers. The [Public Entity's]

Personnel, Policies and Procedures Manual, a more comprehensive document that is applicable to volunteers, is also available for review.

In the event of a declared State of Emergency or otherwise, if any local, State or Federal statute, rule, regulation or Executive Order temporarily amends, alters, suspends or discharges any of the terms set forth in this Handbook, the terms and provisions herein shall be similarly temporarily amended, altered, suspended and or discharged, without the need for formal written amendment of this Handbook.

This Handbook shall apply to all volunteers of the Borough of Belmar, including but not limited to volunteer firefighters, first aid squads, and CERT team members. [NOTE: the definition of volunteers should be based on the individual municipality's structure as it relates to volunteers, including volunteer fire departments]

Volunteers will be notified when any material changes are made to the policies contained in this Handbook.

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I. ANTI-DISCRIMINATION POLICIES

A. Equal Opportunity

The Borough of Belmar is committed to providing equal opportunity through its employment practices and through the many activities, programs, and services it provides to the community. The Borough of Belmar will make all personnel decisions without regard to race, creed, color, national origin, ancestry, religion, age, marital status, civil union status, domestic partnership status, affectional or sexual orientation, familial status, genetic information, sex, gender identity or expression, disability (including perceived disability, physical, mental, and/or intellectual disabilities, AIDS or HIV infection), pregnancy, childbirth, breastfeeding, political affiliation (to the extent protected by law), atypical hereditary cellular or blood trait, or because of the liability for service in the Armed Forces of the United States, veteran status, citizenship status, or any other group status protected by law, unless required by a bona fide occupational qualification.

The Borough of Belmar will ensure that personnel decisions are made in accordance with principles of Equal Employment Opportunity by imposing only nondiscriminatory job requirements. The Borough of Belmar will not discriminate with regard to any term, condition or privilege of a volunteer's position. Borough of Belmar-sponsored training, education, tuition assistance, and social and recreation programs will be administered without discrimination. The Borough of Belmar has an Affirmative Action Officer ("AAO"), who is assigned overall responsibility of the Affirmative Action Program. Any volunteer with a question or grievance should contact the Affirmative Action Officer at:

Samantha Waters, swaters@belmar.com, 732-681-3700 ext. 200

B. Americans with Disabilities Act

In compliance with the Americans with Disabilities Act ("ADA"), the ADA Amendments, and the New Jersey Law Against Discrimination ("NJLAD"), the Borough of Belmar does not discriminate based on disability. The Borough of Belmar will endeavor to make every work environment handicap accessible and consider reasonable accommodations, when appropriate. Future construction and renovation of facilities will be in accordance with the ADA Accessibility Guidelines, as well as the ADA Amendments Act.

II. ANTI-HARASSMENT POLICY

The Borough of Belmar has committed to a workplace free from harassment that is based on race, creed, color, religion, sex, gender identity or expression, national origin, ancestry, age, marital status, civil union status, domestic partnership status, affectional or sexual orientation, familial status, genetic information, disability (including perceived disability, physical, mental, and/or intellectual disabilities, AIDS or HIV infection), pregnancy, childbirth, breastfeeding, political affiliation (to the extent protected by law), atypical hereditary cellular or blood trait, or because of the liability for service in the Armed Forces of the United States, veteran status,

citizenship status or any other group status protected by law. Any such harassment is a violation of federal and State anti-discrimination laws and will not be tolerated by the Borough of Belmar. This policy applies to all employees and volunteers as well as to any individuals who may come in contact with employees and volunteers. Reprisals against anyone who makes a complaint under this policy will not be tolerated and violators of the policy will be subject to discipline, up to and including termination, and may be subject to any other liability authorized under applicable law.

Additionally, it is a violation of this policy to engage in sexual (or gender-based) harassment of any kind, including hostile work environment harassment, quid pro quo harassment, or same-sex harassment. For the purposes of this policy, sexual harassment is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when, for example,

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of prohibited behaviors that may constitute sexual harassment and are therefore a violation of this policy include, but are not limited to:

1. Generalized gender-based remarks and comments;
2. Unwanted physical contact such as intentional touching, grabbing, pinching, brushing against another's body or impeding or blocking movement;
3. Verbal, written or electronic sexually suggestive or obscene comments, jokes or propositions including letters, notes, e-mails, text messages, invitations, gestures or inappropriate comments about a person's clothing;
4. Visual contact, such as leering or staring at another's body; gesturing; displaying sexually suggestive objects, cartoons, posters, magazines or pictures of scantily-clad individuals; or displaying sexually suggestive material on a bulletin board, on a locker room wall, or on a screen saver;
5. Explicit or implicit suggestions of sex by a supervisor or manager in return for a favorable employment action such as hiring, compensation, promotion, or retention;
6. Suggesting or implying that failure to accept a request for a date or sex would result in an adverse employment consequence with respect to any employment practice such as performance evaluation or promotional opportunity; or

7. Continuing to engage in certain behaviors of a sexual nature after an objection has been raised by the target of such inappropriate behavior.

Any volunteer found to have violated any portion or portions of this policy may be subject to appropriate administrative and/or disciplinary action which may include, but which shall not be limited to: referral for training, referral for counseling, written or verbal reprimand, suspension, reassignment, demotion or termination of volunteer position. Referral to another appropriate authority for review for possible violation of federal and State statutes may also be appropriate.

Volunteer Responsibilities – The Borough of Belmar cannot address or correct harassing conduct that it is not aware of. Any volunteer who believes that he/she has been subjected to any form of prohibited discrimination/harassment, or who witnesses others being subjected to such discrimination/harassment, or otherwise has knowledge of others being subjected to such discrimination/harassment is expected to promptly report the incident(s) to a supervisor or directly to the Borough of Belmar’s Equal Employment Opportunity/Affirmative Action Officer or to any other persons designated by the Borough of Belmar to receive workplace discrimination complaints. Specifically, volunteers are encouraged to utilize the attached Discrimination Complaint Processing Form.

All volunteers are expected to cooperate with investigations undertaken pursuant to this section. Failure to cooperate in an investigation may result in administrative and/or disciplinary action, up to and including termination.

Supervisor Responsibilities – Supervisors shall make every effort to maintain a work environment that is free from any form of prohibited discrimination/harassment. Supervisors shall immediately refer allegations of prohibited discrimination/harassment to the Borough of Belmar’s Equal Employment Opportunity/Affirmative Action Officer, or any other individual designated by the Borough of Belmar to receive complaints of workplace discrimination/harassment. A supervisor’s failure to comply with these requirements may result in administrative and/or disciplinary action, up to and including termination.

For purposes of this section, a “supervisor” is defined broadly to include any manager and/or other individual who has authority to control the work environment of any other staff member, including volunteers.

Investigation of Complaints – Any complaint made under this section shall be investigated by the Borough of Belmar in a manner consistent with the New Jersey State Model Procedures for Internal Complaints Alleging Discrimination in the Workplace. Additionally, all complaints and investigations shall be handled, to the extent possible, in a manner that will protect the privacy interests of those involved. To the extent practical and appropriate under the circumstances, confidentiality shall be maintained throughout the investigatory process. In the course of an investigation, it may be necessary to discuss the claims with the person(s) against whom the complaint was filed and other persons who may have relevant knowledge or who have a legitimate need to know about the matter. All persons interviewed, including witnesses, shall be directed not

to discuss any aspect of the investigation with others in light of the important privacy interests of all concerned. Failure to comply with this confidentiality directive may result in administrative and/or disciplinary action, up to and including termination of employment.

III. CONDUCT OF VOLUNTEERS

A. Ethical Conduct

Pursuant to the provisions of the Local Government Ethics Law:

1. No volunteer or member of his or her immediate family will have an interest in a business organization or engage in any business, transaction or professional activity, which is in substantial conflict with the proper discharge of his or her duties in the public interest.
2. No volunteer should use or attempt to use his or her official position to secure unwarranted privileges or advantages for him or herself or others.
3. No volunteer should act in his or her official capacity in any matter wherein he or she, a member of his or her immediate family, or business organization in which he or she has an interest, has a direct or indirect personal or financial interest that might reasonably be expected to impair his or her objectivity or independence of judgment.
4. No volunteer should undertake any employment or service, whether compensated or not, which might reasonably be expected to prejudice his or her independence of judgment in the exercise of his or her official duties.
5. No volunteer, member of his or her immediate family, or business organization in which he or she has an interest, should solicit or accept any gift, favor, loan, political contribution, service, promise of future employment, or other thing of value based upon an understanding that the gift, favor, loan contribution, service, promise or other thing of value was given or offered for the purpose of influencing him or her directly or indirectly in the discharge of his or her official duties.
6. No volunteer will use, or allow to be used, his or her public employment, or any information, not generally available to members of the public, which he or she receives or acquires in the course of and by reason of his or her employment, for the purpose of securing financial gain for himself or herself, any member of his or her immediate family, or any business organization with which he or she is associated.
7. No volunteer or business organization in which he or she has an interest will represent any person or party other than the Borough of Belmar in connection with any cause, proceeding, application or other matter pending before any agency in the local government in which he or she serves. A volunteer or members of his or her immediate family may represent himself or herself in proceedings concerning the volunteer's own interests.

B. Political Activity

Pursuant to New Jersey law governing elections, no holder of a public office or position will demand payment or contribution from another holder of a public office or position for the campaign purpose of any candidate or for the use of any political party.

No volunteer will directly or indirectly use or seek to use his or her position to control or affect the political action of another person or engage in political activity during working hours. No volunteer whose principal position is in connection with a program financed in whole or in part by Federal funds or loans, will engage in any of the following prohibited activities under the "Hatch Act":

1. Using official authority or influence for the purpose of interfering with or affecting the result of an election or a nomination for office;
2. Directly or indirectly coercing, attempting to coerce, commanding or advising an officer or volunteer to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for political purposes; or
3. Being a candidate for public office in a partisan election.

The Hatch Act, 5 U.S.C. 1501 et seq., is enforced by the Special Counsel of the United States Merit System Protection Board. Department Heads or supervisors can advise a volunteer if his/her position is federally-funded.

Nothing in this policy shall be construed as restricting volunteers from engaging in lawful, political activity while outside of working hours and outside of their official job duties.

IV. WORKPLACE

A. Appearance Policy

Volunteers are expected to present themselves in a neat, business-like manner and shall dress appropriately for the work they perform. At the discretion of the Borough of Belmar, individual Departments may implement specific dress code requirements. Uniforms, where required, shall be worn in accordance with applicable departmental standards.

Volunteers violating this policy shall be required to take corrective action, or will be sent home.

B. Vehicle Use Policy

Borough of Belmar vehicles may be assigned to volunteers for use during the performance of official Borough of Belmar business only. Any volunteer who utilizes an Borough of Belmar-assigned vehicle for personal use may be subject to disciplinary action. Additionally, the volunteer to whom a vehicle is assigned is the party responsible for its security and maintaining it in a safe operating condition. Vehicles may only be taken home with the advance approval of the Borough of Belmar.

Driver's License Policy - Any volunteer whose work requires the operation of an Borough of Belmar-assigned vehicle, or the operation of their own vehicle for Borough of Belmar business, must hold a valid New Jersey State Driver's License. Such volunteers shall be required to submit to a driving records check by the New Jersey Motor Vehicle Commission as a condition of employment. Periodic checks of volunteers' drivers' licenses will also be made.

Volunteers who drive their own vehicle for Borough of Belmar business must provide the Borough of Belmar with a copy of their current Certificate of Insurance evidencing liability limits. Drivers are required to notify their immediate supervisor in those cases where a license is expired, suspended, or revoked for any reason. Failure to report such an instance subjects the volunteer to disciplinary action, up to and including termination. Any volunteer who does not hold a valid New Jersey Driver's License shall not be allowed to operate a Borough of Belmar-assigned vehicle until such time as a valid license is obtained.

C. Computer Usage

In order to provide a viable data and communication system for the Borough of Belmar that supports the needs of all departments, security and confidentiality of the information must not be compromised. Security is a major concern throughout every office of the Borough of Belmar and its volunteers. This provision shall apply to the day-to-day operations of all the Borough of Belmar's information and technology equipment, as well as mobile or portable units. Although this policy comprehensively addresses current security concerns, impending and future system developments may require additional security considerations.

Every volunteer must be cognizant of the potential for civil liability inherent in the dissemination of information obtained through the Borough of Belmar's information systems. The Borough of Belmar reserves the right to prosecute, in a civil or criminal manner, as well as discipline in accordance with the Borough of Belmar's rules and regulations, any volunteer who violates any section of this provision.

The Borough of Belmar shall have the express right to access any electronic information device utilizing any administrative or user password for the purpose of troubleshooting, supporting or maintaining the computer network or while investigating an incident or violation of this policy. All electronic information devices, their contents, e-mail or electronic correspondence originating from or arriving on a device owned or authorized on the Borough of Belmar's computer network, is the property of the Borough of Belmar and is subject to entry and inspection without notice. Any data or information created or stored on the Borough of Belmar's computer network becomes the sole property of the Borough of Belmar. Ownership of said data is forfeited and all rights to ownership are surrendered to the Borough of Belmar.

In order to ensure that the Borough of Belmar's electronic network is being used only for legitimate business purposes, the Borough of Belmar reserves the right to enter or search any computer file, the e-mail system, and/or monitor computer and e-mail use. Accordingly, no volunteer should have any reasonable expectation of privacy regarding their use of the Borough of Belmar's computer or when utilizing the Borough of Belmar's computer network, including, but

not limited to, electronic mail. All such documents or information may be subject to the provisions of the Open Public Records Act (“OPRA”), N.J.S.A. 47:1A-1 et seq.

Further, Borough of Belmar business which is conducted by a volunteer on his or her personal computer or device is subject to this policy and may be subject to the provisions of OPRA.

D. Social Networking Policy

For purposes of this policy, a social network is defined as a site that uses internet services to allow individuals to construct a profile within that system, define a list of others users with whom they share some connection, and view and access their list of connections and those made by others within that system. The type of network and its design vary from site to site. Examples of the types of internet based social networking activities include: blogging, networking, photo sharing, video sharing, microblogging, podcasting, as well as posting comments on the sites. The absence of, or lack of explicit reference to a specific site or activity does not limit the extent of the application of this provision.

The use of the internet and social networking sites, including but not limited to Snapchat, Facebook, and Twitter, is a popular activity; however, volunteers must be mindful of the negative impact of inappropriate or unauthorized postings upon the Borough of Belmar and its relationship with the community. This provision identifies prohibited activities by volunteers on the internet where posted information is accessible to members of the general public, including, but not limited to, public postings on social networking sites.

Specifically, the Borough of Belmar reserves the right to investigate postings, private or public, that violate workplace rules, such as the prohibition of sexual harassment and other discriminatory conduct, where such postings lawfully are made available to the Borough of Belmar by other volunteers or third parties. Volunteers should use common sense in all communications, particularly on a website or social networking site accessible to anyone. If you would not be comfortable with your supervisor, coworkers, or the management team reading your words, you should not write them.

Be advised that volunteers can be disciplined for commentary, content, or images that are defamatory, pornographic, proprietary, harassing, libelous, or that can create a hostile work environment. You can also be sued by agency employees or any individual who views your commentary, content, or images as defamatory, pornographic, proprietary, harassing, libelous or creating a hostile work environment. What you say or post on your site or what is said or posted on your site by others could potentially be grounds for disciplinary action, up to and including termination. However, nothing in this social networking policy is designed to interfere with, restrain, or prevent social media communications during non-working hours by those engaging in protected concerted activities regarding wages, hours, or other terms and conditions of employment pursuant to the New Jersey Employer-Employee Relations Act or to prevent communications which are protected by the First Amendment freedom of speech clause, unless such communications are made as part of the volunteers’ official job duties.

V. DRUG- AND ALCOHOL-FREE WORKPLACE POLICY

The possession or use of unlawful drugs and the abuse of alcohol pose a threat to the health and safety of all employees and volunteers. To that end, the Borough of Belmar has adopted a Drug and Alcohol Free Workplace Policy and all volunteers are subject to the rules and regulations set forth in that policy. Specifically, the manufacturing, distribution, dispensing, and/or use of alcohol or unlawful drugs on the Borough of Belmar's premises, or during work hours, by volunteers is strictly prohibited.

Any volunteer who is observed by a supervisor or Department Head to be intoxicated or under the influence of alcohol and drugs during working hours, or is under reasonable suspicion of same, shall be immediately tested and is subject to discipline, up to and including termination. Volunteers who are required to maintain a Commercial Driver's License ("CDL") are subject to random drug testing as required by the federal government. Refusal to submit to testing when requested may result in immediate disciplinary action, including termination.

As a condition of working in safety-sensitive volunteer positions, such as volunteer firefighters and first aid workers, all final applicants for such positions shall be subject to drug testing.

The full Drug and Alcohol Free Workplace Policy and the CDL Drug and Alcohol Testing Policy are both available for review in the Borough of Belmar's Personnel, Policies and Procedures Manual.

VI. DOMESTIC VIOLENCE POLICY

The Borough of Belmar hereby adopts the Statewide Domestic Violence Policy for Public Employers released by the New Jersey Civil Service Commission, which is applicable to all public employers pursuant to N.J.S.A. 11A:2-6a. Such policy requires that the Borough of Belmar designate a Human Resources Officer ("HRO") to assist volunteers who are victims of domestic violence. The HRO must receive training on responding to and assisting volunteers who are domestic violence victims in accordance with the policy. Volunteers who are victims of domestic violence are encouraged to seek immediate assistance from their HRO. The Borough of Belmar will develop a plan to identify, respond to, and correct performance issues that may be caused by a domestic violence incident.

The full policy is available for review in the [Public Entity's] Personnel, Policies and Procedures Manual.

VII. PROTECTION AND SAFE TREATMENT OF MINORS

The Borough of Belmar is fully committed to protecting the health, safety and welfare of minors who interact with officials, employees, and volunteers of the Borough of Belmar to the maximum extent possible and has adopted a policy which establishes the guidelines for officials, employees, and volunteers who set policy for the Borough of Belmar or may work with or interact with individuals under 18 years of age, and those who supervise employees, and volunteers who

may work with or interact with individuals under 18 years of age, with the goal of promoting the safety and wellbeing of minors.

All such prospective volunteers may be required to undergo a thorough and complete background check, including but not limited to a fingerprint identification check, credit check, motor vehicle record check, reference check (personal and professional), and a check of the Megan's Law directory for New Jersey and any other State where the applicant previously resided. The full policy is available for review in the Borough of Belmar's Personnel, Policies and Procedures Manual.

In addition to those volunteers who interact with minors, all volunteers may be required to undergo a thorough and complete background check, subject to any state or federal law requirements.

VIII. COMPLAINT PROCEDURE

A volunteer should discuss any complaints with his or her immediate supervisor for the purpose of resolving the matter informally. It is the policy of the Borough of Belmar to maintain open lines of communication with all employees and volunteers. Any complaints that are not resolved between the volunteer and the supervisor, may be brought to the attention of the Department Head for additional review and resolution.

RESOLUTION NO. 2021-134

RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF BELMAR, COUNTY OF MONMOUTH, STATE OF NEW JERSEY, APPOINTING ADDITIONAL VENDORS IN CONJUNCTION WITH UTILIZATION OF THE TAYLOR PAVILION

WHEREAS, the Mayor and Council of the Borough of Belmar, County of Monmouth, State of New Jersey (hereinafter referred to as the “Belmar”) as solicited Request for Proposals (RFPs) for vendors to utilize/cater the Taylor Pavilion for a second time in 2021; and

WHEREAS, one vendor has properly applied to Belmar in conformance with requirements of the RFP; and

WHEREAS, Belmar has reviewed the RFP submitted by the one vendor and found the application to be acceptable.

NOW, THEREFORE, BE IT RESOLVED this 1st day of June, 2021, by the Mayor and Council of the Borough of Belmar, County of Monmouth, State of New Jersey, as follows:

1. For 2021 Belmar adds the following vendors/caterers to the Taylor Pavilion vendor/caterer list:

- (a) 804 Ocean Avenue LLC d/b/a Jimmy’s on the Beach

2. Each of the aforementioned caterers shall be required to strictly comply with all terms and conditions in the application package and the rules and regulations governing utilization and fees for Taylor Pavilion which has been previously adopted by the Mayor and Council.

3. The Borough authorizes and directs the Mayor, Borough Clerk, and Borough Administrator to execute any and all necessary documents in order to implement the intent of this Resolution.

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

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

Adopted:

RESOLUTION NO. 2021-135

RESOLUTION AUTHORIZING ISSUANCE OF PLENARY RETAIL CONSUMPTION LICENSE TO KLEIN'S FISH MARKET, INC. FOR THE PERIOD ENDING JUNE 30, 2022

WHEREAS, application has been made for a Plenary Retail Consumption License No. 1306-33-008-011 by Klein's Fish Market, Inc. for the premises at 702,704 and 708 River Road, Belmar, N.J.; and

WHEREAS, said application is accompanied by an Affidavit of Publication and reports from Chief of Police and reports from Borough Inspection Officials, and Fire Official if applicable; and

WHEREAS, the use of this license is to provide alcoholic beverages to dining room customers. A live music area is limited to two or three musicians from 6PM-10PM; that the entertainment be for seated customers only, with no standing audience; and that there be no music allowed after 10PM. Must comply with floor plan approved by Mayor & Council.

1. It is a requirement that all employees licensed to handle alcoholic beverages undergo TAMS training within 30 days of being hired; records of this requirement are to be maintained by the licensee.
2. The licensed premise must comply with all State, County, and Local guidelines as it pertains to health department regulations.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council that a Plenary Retail Consumption License for the period from July 1, 2021 to June 30, 2022 both dates inclusive, be issued to Klein's Fish Market, Inc. subject to the Special Condition that no alcoholic beverages shall be sold, served, delivered to, or consumed in the license premises during such time as the number of persons, exclusive of employees, occupying the licenses premises exceeds the occupancy limit established by the Fire Official.

Occupancy: The premises at 702,704 and 708 River Road Occupancy is limited to 223 persons inside dining, outside dining area 440 persons.

BE IT FURTHER RESOLVED that the Borough Clerk be and is authorized to sign and deliver license certificate to said applicant.

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

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

Adopted:

RESOLUTION 2021-136

**RESOLUTION ESTABLISHING A PERMIT PARKING AREA FOR MARINA SLIP
HOLDERS ON RAILROAD AVENUE IN THE BOROUGH OF BELMAR,
MONMOUTH COUNTY, NEW JERSEY**

NOW, THEREFORE, BE IT RESOLVED by the Borough of Belmar, County of Monmouth, New Jersey that:

Permit parking shall be in effect from April 1st to November 15th annually. The following area shall be added to the list of permitted areas:

5 Parking Spaces on the northeast side of Railroad Avenue between Seventh and Eighth Avenues

Parking in the permitted area is available on a first-come, first-serve basis for Belmar Marina users. Appropriate signage shall be installed as required by Borough Code.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Borough of Belmar, County of Monmouth, New Jersey, that the forgoing permit parking area shall remain in effect until superceded by a subsequent Resolution.

offered the above resolution and moved its adoption.

Seconded by and adopted by the following vote on roll call:

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

Adopted:

RESOLUTION NO. 2021-137

RESOLUTION ESTABLISHING PAID PARKING AREAS

WHEREAS, Section 19-40.1 of the Revised General Ordinances of the Borough of Belmar provides that the Borough Council shall designate by resolution, the areas designated for paid parking, the fee, and hours of operation.

WHEREAS, effective June 1, 2021 the following paid parking areas shall be established:

River Avenue	22 spaces starting from the corner of 7 th Avenue along the railroad tracks heading north towards 6 th Avenue	\$2 per an hour	7:00 am to 10:00 pm
Belmar Municipal Parking Lot	9 spaces in the last row of the municipal parking lot	\$2 per an hour	7:00 am to 10:00 pm

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Belmar hereby set the above paid parking regulations.

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

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

Adopted:

RESOLUTION NO. 2021-138

**RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF
BELMAR, COUNTY OF MONMOUTH, STATE OF NEW JERSEY,
AUTHORIZING THE SIGNING OF THE FOURTH AMENDMENT TO
THE REDEVELOPMENT AGREEMENT**

WHEREAS, within the Borough of Belmar (“Borough) and Loko Co. LLC (“Loko”) signed a redevelopment agreement dated January 10, 2014 (“Redevelopment agreement”) to facilitate the redevelopment of the property located at Block 57, Lot 4 (the “Property”);

WHEREAS, as part of the resolution of a lawsuit filed in the Superior Court, Chancery Division, Monmouth County bearing Docket Number MON-C-192-16, which was transferred by the Court to the Chancery Division, Ocean County as Docket Number OCN-C-299-16, the parties having previously agreed to enter into a First, Second and Third Amendment to the Redevelopment Agreement for the Property, copies of which are on file with the Office of the Borough Clerk and can be reviewed by the public during regular office hours; and

WHEREAS, the Third Redevelopment Agreement extended the project schedule for the completion of the redevelopment until June 30, 2020 as detailed in Exhibit B of the First Amendment to the Redevelopment Agreement (“Project Schedule”); and

WHEREAS, the Borough has received a request by a representative of Loko Co. LLC to amend the Redevelopment Agreement, to extend the Project Schedule for an additional two (2) years; and

WHEREAS, the Borough believes that the request of the redeveloper is appropriate under the circumstances; and will further serve the Borough in permitting and encouraging the redevelopment of Block 57, Lot 4.

NOW, THEREFORE, BE IT RESOLVED this ____ day of June 2021 by the Borough Council of the Borough of Belmar, in the County of Monmouth, State of New Jersey as follows:

1. The Borough approves the request of the redeveloper to amend the Redevelopment Agreement and extend the Project Schedule an additional two (2) years.

2. The Borough authorizes and directs the Mayor, Borough Clerk, and the Borough Administrator to execute any and all necessary documents in order to implement the intent of this resolution.

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

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

Adopted:

FOURTH AMENDMENT TO REDEVELOPMENT AGREEMENT

THIS FOURTH AMENDMENT TO REDEVELOPMENT AGREEMENT (the “amended agreement” and the subsequent “First Amendment to Redevelopment Agreement;” “Second Amendment to Redevelopment Agreement;” and the “Third Amendment to Redevelopment Agreement”) made as the Effective Date defined herein, by and between

THE BOROUGH OF BELMAR, a public body corporate and politic of the State of New Jersey, Having its offices at 601 Main Street, Belmar, New Jersey 07719 in its capacity as a “redevelopment entity” pursuant to N.J.S.A. 40A:12A-4(c) (hereinafter referred to as the “**Borough**”);

AND

LOKO CO. LLC, a limited liability company of the State of New Jersey, having its offices at 72 Inlet Terrace, Belmar, New Jersey 07719 (together with its permitted successors or assigns hereinafter provided, referred to as the “**Redeveloper**”):

WITNESSETH

WHEREAS, the Borough wishes to facilitate the redevelopment of Block 57, Lot 4, as designated on the Borough’s Official Tax Map (the “**Property**”); and

WHEREAS, the Borough and Redeveloper entered into a Redevelopment Agreement, dated January 10, 2014 (“**Original Redevelopment Agreement**”), designated Redeveloper as the redeveloper for the Property and setting forth the terms by which Redeveloper would redevelop the property; and

WHEREAS, a dispute arose between the Borough and Redeveloper concerning alleged breaches of the Redevelopment Agreement, which was originally listed as Docket No. Mon-C-192-16 in Monmouth County, Chancery Division, and later transferred to the Ocean County Chancery Division as Docket No. OCN-C-299-16 (“**Lawsuit**”); and

WHEREAS, pursuant to a settlement agreement to resolve the dispute, the Borough and Redeveloper agreed to modify the terms of the Originally Redevelopment Agreement and enter into subsequent Amended Agreements (the Original Redevelopment Agreement, as modified by the subsequent Amended Agreements, shall collectively be referred to as the “**Redevelopment Agreement**”); and

WHEREAS, the Original Redevelopment Agreement provided that the time period for Phase I temporary use ended on January 10, 2017; and

WHEREAS, the aforementioned Original Redevelopment agreement was thereafter modified by the First Amendment to the Redevelopment Agreement; the Second Amendment to the Redevelopment Agreement; and the Third Amendment to the Redevelopment Agreement executed by and between the Borough and the Redeveloper on or about June 17, 2019; and

WHEREAS, the Redeveloper has approached the Borough and requested that the redevelopment agreement be extended for an additional two (2) years; with the option to extend this time for one (1) additional year, to complete the project as defined by the project schedule as detailed in the Redevelopment Agreement.

WHEREAS, the Borough finds that the request under the circumstances is reasonable and appropriate, and that the Redevelopment Agreement shall be extended through June 2, 2023; and

NOW WHEREFORE, in consideration of the Promises and mutual covenants herein contained, the parties do hereby covenant and agree, each with each other, as follows:

1. **Exhibit B** of the First Amendment to the Redevelopment Agreement (project schedule) is modified so that the completion of the project schedule is extended through June 2, 2023;

2. The Redeveloper shall be permitted to request an additional one (1) year extension for the project schedule, should it not be completed by June 2, 2023.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this ____ day of June, 2021.

WITNESS

REDEVELOPER: LOKO CO. LLC

BY: _____

WITNESS

BOROUGH OF BELMAR, as licensee

APRIL CLAUDIO

BY: _____
EDWARD KIRSCHENBAUM,
BOROUGH ADMINISTRATOR

RESOLUTION NO. 2021-139

**RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF
BELMAR, COUNTY OF MONMOUTH, STATE OF NEW JERSEY,
AUTHORIZING THE SIGNING OF AN AMENDED PARKING LICENSE**

WHEREAS, within the Borough of Belmar (“Borough) and Loko Co. LLC (“Loko”) signed a redevelopment agreement dated January 10, 2014 (“Redevelopment agreement”) to facilitate the redevelopment of the property located at Block 57, Lot 4 (the “Property”);

WHEREAS, as part of the resolution of a lawsuit filed in the Superior Court, Chancery Division, Monmouth County bearing Docket Number MON-C-192-16, which was transferred by the Court to the Chancery Division, Ocean County as Docket Number OCN-C-299-16, the parties having previously agreed to enter into a First, Second and Third Amendment to the Redevelopment Agreement for the Property, copies of which are on file with the Office of the Borough Clerk and can be reviewed by the public during regular office hours; and

WHEREAS, a Parking License for a portion of the Property that was previously vacated by the Borough pursuant to Ordinance 2014-14, which was accordingly executed pursuant to Resolution 2017-121 lists certain requirements and limitations on the thirty-eight perpendicular parking stalls that run adjacent to River Avenue; and

WHEREAS, the Borough has received a request by a representative of Loko Co. LLC to amend the Parking License; and

WHEREAS, the Borough believes that the request of the redeveloper is appropriate under the circumstances.

NOW, THEREFORE, BE IT RESOLVED this ____ day of June 2021 by the Borough Council of the Borough of Belmar, in the County of Monmouth, State of New Jersey as follows:

1. The Borough approves the request of the redeveloper to amend the licensing agreement to permit it or its assignee the opportunity to charge a fee for the public to park in the Parking License Area.

2. The Borough authorizes and directs the Mayor, Borough Clerk, and the Borough Administrator to execute any and all necessary documents in order to implement the intent of this resolution.

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

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

Adopted:

FIRST AMENDED PARKING LICENSE AGREEMENT

THIS FIRST AMENDED PARKING LICENSE AGREEMENT (this “Agreement”) is made as of this ___ day of June 2021, by and between **LOKO CO. LLC**, a limited liability company of the state of New Jersey, having its offices at 72 Inlet Terrace, Belmar, New Jersey 07719 (“**Loko**”) and **THE BOROUGH OF BELMAR**, a public body corporate and politic of the State of New Jersey, having its offices at 601 Main Street, Belmar, New Jersey 07719 (the “Borough”).

BACKGROUND

- A. Loko is the owner of real property identified as Block 57, Lot 4 on the tax map of the Borough of Belmar, Monmouth County, New Jersey, (the “Property”).
- B. Loko and the Borough recently entered into a Third Amendment to the Redevelopment Agreement relating to Loko’s development of the Project (as defined in the Amended RDA) on the Property.
- C. The Borough vacated certain property adjacent to the Property by Ordinance 2014-14 (“Vacated Property”) and transferred the Vacated Property to Loko by Quit Claim Deed dated September 12, 2014.
- D. A portion of the Vacated Property contains approximately thirty-eight perpendicular parking spaces with direct access to and from River Road, a public right of way, as more particularly shown on Exhibit A attached hereto (the “Parking License Area”).
- E. The Borough requires the use of the Parking License Area for vehicle parking by the general public, and Loko has agreed to license the Parking Area to the Borough for Vehicle Parking by the general public, subject to the terms set forth below.

NOW, THEREFORE, the parties hereto, for and in consideration of the recitals and mutual promises herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, agree to as follows:

- 1. Recitals. The foregoing background paragraphs are true and correct and are incorporated herein by reference for all purposes. Capitalized terms used in this Agreement but not defined by this Agreement shall have the meaning given to them in the Amended RDA.
- 2. Parking License. Subject to the terms and conditions set forth in this agreement, Licensor hereby grants an exclusive irrevocable license to the Borough for the Parking License area during the Term (as defined below) for use by the general public for the parking of vehicles (the “Parking License”).

3. Term. The “Term” of the Parking License shall commence on the date this license is executed and shall expire upon thirty (30) days written notice prepared by the Licensee, the Borough of Belmar, and forwarded to the Licensor on December 31, 2021 (“Expiration Date”). Should the Borough of Belmar neglect to provide written notice in the time provided herein, the Term shall automatically recommence without further action by either party (provided the Term had expired as of such date), and the Expiration Date shall thereafter be automatically extended for one year.
4. License Fee. The Borough or its assignee shall be permitted to charge a fee for the public to park in the Parking License Area. This fee shall not exceed two-dollars per hour per vehicle. The Borough shall be permitted to utilize Park Mobile, LLC, a Delaware limited liability company or in the alternative, contact other similarly situated third-party contractors, vendors, and/or service providers to regulate and manage parking related matters within the Parking License Area. Which may include providing a system for the electronic payment of on-demand, reservation and/or permit parking, related back-office administration, and assistance with a system for the marketing and sale of such parking through the Internet and other proprietary websites and mobile applications. The Borough shall split all profit received by this fee with Loko equally, with Loko receiving 50% of the profit and the Borough receiving the balance. Payment to Loko shall be made monthly, or as otherwise agreed by the parties for conditions imposed by the parking service selected in accordance with this paragraph.
5. Loko Obligation. During the Term, Loko shall not take any action that would prevent the general public from having reasonable access to the entire Parking License Area, including keeping the Parking License Area clear of any debris, construction materials, or other obstructions related to its activities.
6. Irrevocable License. Loko shall have no right to revoke the License at any time or for any reason during the Term, as may be extended pursuant to Paragraph 3 herein.
7. Reservation of Rights. Loko acknowledges that in the event of a breach of this Agreement by Loko, such as Loko or its agents or representatives preventing the use of the Parking License Area by the general public during the Term, the Borough shall be permitted to seek any and all rights and remedies available to it, including but not limited to exercising its rights in law and equity to seek the return of Vacated Property from Loko to the Borough. If the Borough asserts such a claim, Loko shall have the right to assert a counterclaim.
8. Insurance. Loko shall furnish and maintain liability and property damage insurance for the duration of the Term. Such insurance shall protect the Borough against claims for damages for personal injury and property damage which may arise from the use of the Parking License Area by the general public, the Borough, Loko, its lessees, contractors, subcontractors, vendors, or assigns during the Term. Proof of such insurance shall be provided to the Borough within thirty (30) days of the Commencement Date.

9. Indemnity. Except for damages and claims arising from the Willful Misconduct or negligent acts or omissions of Loko or its representatives, employees, agents or contractors, the Borough shall hold Loko harmless and indemnify and defend Loko from any damages and claims resulting from the use of the Parking License Area by the Borough and its employees and agents for the duration of the Term.

10. Construction. This Agreement, as a matter of convenience, was prepared by the attorney for one of the parties. All parties acknowledge and agree that each is represented by legal counsel and that, in the event of an ambiguity, such ambiguity shall not be resolved against a party hereto on the basis that this Agreement was prepared by such party's attorney.

11. Miscellaneous. This Agreement shall be binding upon and inure to the Benefit of Loko, the Borough and their respective successors and assigns. If any provision hereof is deemed to be invalid or unenforceable by a court of competent jurisdiction, the rest of this Agreement shall continue in full force and effect. No written waiver by any party of any breach of any provision of this Agreement shall be deemed a waiver of a breach of any other provision. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A binding counterpart of this Agreement may be legally delivered by fax or email to the other party or its legal counsel, without the necessity of exchanging originally executed counterparts. This Agreement shall be governed and construed in accordance with laws of the State of New Jersey. This Agreement may not be modified or amended except by a written instrument signed by both parties.

[SIGNATURES ON FOLLOWING PAGE]

INTENDING TO BE LEGALLY BOUND, Loko and the Borough have executed this Agreement as of the date and year written on the first page of this agreement.

WITNESS:

LOKO CO. LLC, as Licensor

By: _____

By: _____

WITNESS:

BOROUGH OF BELMAR, as Licensee

By: _____

By: _____

EXHIBIT A

Parking License Area

(See Depiction Attached – Parking Spaces Highlighted in Yellow)

RESOLUTION NO. 2021-140

RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF BELMAR, COUNTY OF MONMOUTH, STATE OF NEW JERSEY, AUTHORIZING THE ENFORCEMENT OF TRAFFIC REGULATIONS (N.J.S.A. TITLE 39) ON PRIVATE PROPERTY

WHEREAS, within the Borough of Belmar (“Borough) written requests by Loko Co. LLC, the owner of the private parking areas described herein have been filed with the Borough Clerk in accordance with R.S.39:5A-1 asking that the provisions of Subtitle 1, Title 39, of the Revised Statutes shall be made applicable to the following private parking areas:

1. Thirty-eight (38) perpendicular parking stalls adjacent to River Avenue, Borough of Belmar, County of Monmouth, New Jersey 07719, located upon Block 57 lot 4 as designated by the Borough of Belmar Tax Map.

WHEREAS, the description of the foregoing properties as required by the N.J.S.A. 39:5A-1 has been received; and

WHEREAS, the Borough of Belmar Council of the Borough of Belmar deems that enforcement of traffic regulations on the aforesaid parking areas will benefit all the citizens of the Borough of Belmar.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Belmar, in the County of Monmouth, State of New Jersey that the Police Department of Township and other law enforcement agencies be and the same are hereby empowered to enforce the provisions of Subtitle 1 of Title 39 of the Revised Statutes of New Jersey.

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

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

Adopted:

**RESOLUTION 2021-141
June 1st, 2021**

TEMPORARY GENERAL CAPITAL BUDGET

Whereas, it is desired to adopt a temporary capital budget,

Now, Therefore Be it Resolved by Borough Council of the Borough of Belmar, County of Monmouth, that the following temporary capital budget be adopted:

RECORDED VOTE

	(((
	(((
Ayes	(Nays	(Abstain	(
	(((
	((Absent	(
	(((

GENERAL CAPITAL BUDGET (Current Year Action)
CY 2021

1 PROJECT	2 PROJECT NUMBER	3 ESTIMATED TOTAL COST	4 AMOUNTS RESERVED IN PRIOR YEARS	Planned Funding Services for Current Year 2021					6 TO BE FUNDED IN FUTURE YEARS
				5a CY2021 Budget Appropriations	5b Capital Improvement Fund	5c Capital Surplus	5d Grants in Aid and Other Funds	5e Debt Authorized	
Acquisition of Fire Truck Ordinance- 2021-16	1	\$500,000.00			\$25,000.00			\$475,000.00	
TOTAL ALL PROJECTS		\$500,000.00			\$25,000.00			\$475,000.00	

THREE YEAR CAPITAL PROGRAM 2021-2023
 Anticipated PROJECT Schedule and Funding Requirement

1 Project	2 Project Number	3 Estimated Total Cost	4 Estimated Completion Time	5 Funding Amounts Per Year					
				Budget Year 2021	2022	2023			
Acquisition of Fire Truck Ordinance- 2021-16	1	\$500,000.00	2021	\$500,000.00					
TOTAL ALL PROJECTS		\$500,000.00		\$500,000.00					

THREE YEAR CAPITAL PROGRAM 2021-2023
SUMMARY OF ANTICIPATED FUNDING SOURCES AND AMOUNTS

1 Project	2 Estimated Total Cost	3 Budget Appropriations		4 Capital Improvement Fund	5 Capital Surplus	6 Grants in Aid and Other Funds	7 BONDS & NOTES				
		Current Year 2021	Future Years				General	Self- Liquidating	Assessment	School	
Acquisition of Fire Truck Ordinance- 2021-16	\$500,000.			\$25,000.00			\$475,000.00				
TOTAL ALL PROJECTS	\$500,000.00			\$25,000.00			\$475,000.00				

Be it Further Resolved, that two certified copies of this resolution be filed forthwith in the Office of the Director of Local Government Services.

It is hereby certified that this is a true copy of a resolution adopting a temporary capital budget by the Borough Council on the 1st day of June 2021.

Certified by me

_____ Date

_____ Municipal Clerk

Trenton, New Jersey

Approved _____ 2021

Director of Local Government Services