

SECTION 2 - UPON ADOPTION FOR YEAR 2021

RESOLUTION 2021-185

Be it Resolved by the COUNCIL MEMBERS of the BOROUGH of BELMAR, County of MONMOUTH that the budget hereinbefore set forth is hereby adopted and shall constitute an appropriation for the purposes stated of the sums therein set forth as appropriations, and authorization of the amount of:

- (a) \$ 8,340,360.72 (Item 2 below) for municipal purposes, and
(b) \$ - (Item 3 below) for school purposes in Type I School Districts only
(c) \$ - (Item 4 below) to be added to the certificate of amount to be raised by taxation for local school purposes in Type II School Districts only
(d) \$ - (Sheet 43) Open Space, Recreation, Farmland and Historic Preservation Trust Fund Levy
(e) \$ 636,141.34 (Item 5 Below) Minimum Library Tax

RECORDED VOTE (Insert last name)

Ayes [] Nays []

Abstained []

Absent []

SUMMARY OF REVENUES

Table with 4 columns: Description, Code, Amount, Total. Rows include Surplus Anticipated, Miscellaneous Revenues Anticipated, Receipts from Delinquent Taxes, Amount to be raised by taxation for municipal purposes, and Minimum Library Tax.

SUMMARY OF APPROPRIATIONS

5. GENERAL APPROPRIATIONS:	XXXXXX	XXXXXXXXXXXXXXXXXX
Within "CAPS"	XXXXXX	XXXXXXXXXXXXXXXXXX
(a & b) Operations Including Contingent	34-201	\$ 12,926,005.00
(e) Deferred Charges and Statutory Expenditures - Municipal	34-209	\$ 1,328,528.85
(g) Cash Deficit	46-885	\$ -
Excluded from "CAPS"	XXXXXX	XXXXXXXXXXXXXXXXXX
(a) Operations - Total Operations Excluded from "CAPS"	34-305	\$ 1,658,291.68
(c) Capital Improvements	44-999	\$ 174,000.00
(d) Municipal Debt Service	45-999	\$ 2,028,500.00
(e) Deferred Charges - Municipal	46-999	\$ 42,000.00
(f) Judgments	37-480	\$ -
(n) Transferred to Board of Education for Use of Local Schools (N.J.S.A. 40:48-17.1 & 17.3)	29-405	\$ -
(g) Cash Deficit	46-885	\$ -
(k) For Local District School Purposes	29-410	\$ -
(m) Reserve for Uncollected Taxes	50-899	\$ 520,325.87
6. SCHOOL APPROPRIATIONS - TYPE I SCHOOL DISTRICT ONLY (N.J.S.A. 40A:4-13)	07-195	
Total Appropriations	34-499	\$ 18,677,651.40

It is hereby certified that the within budget is a true copy of the budget finally adopted by resolution of the Governing Body on the _____ day of _____, 2021. It is further certified that each item of revenue and appropriation is set forth in the same amount and by the same title as appeared in the 2021 approved budget and all amendments thereto, if any, which have been previously approved by the Director of Local Government Services.

Certified by me this _____ day of _____, 2021, _____, Clerk

Signature

RESOLUTION NO 2021-187

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:

Joe Hurley Inc.
1311 Allaire Road
Ocean, NJ 077712
1802 B Street - Permit 2020-0090 - \$193

Pamela McCann
1565 S Harbor Drive
Merritt Island, FL 32952
1905 Surf Avenue - Animal House Bond - \$2000

John Kelly Mechanical
932 Fourth Avenue
Neptune, NJ 07753
Street opening bond – 301 9th Avenue - \$500

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:

RESOLUTION NO 2021-188

**RESOLUTION AUTHORIZING THE MAYOR AND BOROUGH CLERK
TO ENTER INTO AN INTERLOCAL SERVICE AGREEMENT
BETWEEN THE BOROUGH OF BELMAR AND THE BOROUGH OF
SPRING LAKE HEIGHTS FOR THE PROVISION OF POLICE AND PUBLIC
SAFETY DISPATCH 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 Borough of Spring Lake Heights to enter into an interlocal service agreement between the Borough of Belmar and the Borough of Spring Lake Heights for the provision of police and public safety dispatch services. This agreement is attached hereto and made a part hereof.

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:

SHARED SERVICES AGREEMENT FOR DISPATCHING SERVICES

THIS INTERLOCAL SERVICES AGREEMENT made this _____ day of _____, 2021 by and between THE BOROUGH OF BELMAR (“BELMAR”), a borough in the County of Monmouth, State of New Jersey with principal offices located at 601 Main Street, Belmar, New Jersey, 07719; and THE BOROUGH OF SPRING LAKE HEIGHTS (“Spring Lake Heights”), a borough in the County of Monmouth, State of New Jersey with principal offices located at 555 Brighton Avenue, Spring Lake Heights, New Jersey, 07762. Belmar and Spring Lake Heights will be collectively referred to herein as the “Parties.”

WITNESSETH:

WHEREAS, the sharing of municipal dispatching services between Belmar and Spring Lake Heights will improve the level of services provided and promote a greater efficiency of service operations for Belmar and Spring Lake Heights; and

WHEREAS, in order to ensure that dispatching services are provided in the most efficient way and for the greatest cost savings and to ensure that all personnel, equipment and resources are properly allocated, Belmar and Spring Lake Heights desire to structure a municipal dispatching services arrangement, and enter into a contract between Belmar and Spring Lake Heights for dispatching services pursuant to the "Uniform Shared Services and Consolidation Act", N.J.S.A. 40A:65-1, *et seq.* ; and

WHEREAS, the Parties have agreed that Belmar will provide dispatching services and other related services to Spring Lake Heights in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Parties have further agreed that the transition of the services, from Spring Lake Heights to Belmar, as the entity that will be responsible on a going-forward basis for providing dispatching services, will also be governed by the terms and conditions of this Agreement; and

WHEREAS, Belmar and Spring Lake Heights have authorized and approved this restructuring Agreement by resolutions duly adopted pursuant to the Interlocal Services Act.

NOW, THEREFORE, with the foregoing recital paragraphs incorporated herein by this reference and in consideration of the mutual covenants contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Services

A. Belmar shall provide Spring Lake Heights with the following dispatching services:

1. Radio dispatching activities for Spring Lake Heights' police, fire, first aid and other related services;
2. Receiving and relaying, by telephone and radio, requests for emergency services;
3. Taking critical information by telephone and radio from the public and from field personnel, including names, addresses, telephone numbers, complaints and locations of crimes, accidents and service requests;
4. Screening telephone calls for urgency;
5. Filling out service cards and logs for calls received from the public and field personnel;
6. Performing routine clerical work associated with these services; and
7. Performing such other related services as may be required by New Jersey law and/or otherwise appropriate as determined in the sole discretion of Belmar, including, if applicable, compliance with N.J.A.C. 17:24-1, *et seq.*

B. In addition to the foregoing, Belmar shall provide for the housing and monitoring of Spring Lake Heights' prisoners while such prisoners are awaiting the posting of bail or the transfer to another facility. At all times, said prisoners shall remain prisoners of Spring Lake Heights and Spring Lake Heights shall remain solely responsible for the transportation of the prisoner to and from the Belmar Police Department; for completing all necessary paperwork and log-ins for the prisoners; arranging for and processing bail; providing police matron services; and any other responsibilities associated with the prisoners other than housing and monitoring. Spring Lake Heights shall be further responsible for ensuring that the prisoners do not remain at the Belmar Police Department for more than six (6) hours between the hours of 7:00 am and 11:00 pm unless Belmar agrees to extend such time. The foregoing restriction shall not apply between the hours of 11:00pm and 7:00am when no time limit shall apply because actions related to the bond release of prisoners and the establishment of bail are limited by Court procedures during those hours. At all times herein, Belmar shall be responsible for providing a detention facility in compliance with the provisions of N.J.A.C. 13:94-1.1, *et seq.*, and N. J. A. C. 10A:34-1, *et seq.*

C. Those services identified in subsections A and B of this Paragraph shall be collectively referred to herein as the "Services."

D. Belmar shall enter into such contracts as necessary in order to perform the Services.

2. Term

The term of this Agreement shall commence as of the first day of _____ 202__ (the "Effective Date"), and shall continue for a term of five (5) years until _____, 202__ (the "Term"), unless terminated sooner pursuant to the terms and conditions of Paragraph 8 of this Agreement. Notwithstanding the foregoing, by resolutions of the governing bodies of both Parties, this Agreement may be extended for additional terms of five (5) years up to a total of fifteen (15) additional years.

3. Consideration

A. Spring Lake Heights shall pay Belmar the sum of \$120,560.93 for the year 2021 as provided below for the cost of the dispatch Services.

B. For the remaining four (4) years, the yearly cost of services shall increase the amount allowable by NJSA 40A:4-45.45 (Tax Levy Cap) or four (4) percent which ever is the lesser, over the prior year's amount.

C. Spring Lake Heights will make equal quarterly payments of the annual payments to Belmar, on January 1, April 1, July 1 and October 1 of each year of this Agreement.

4. Street Map and Signs

Spring Lake Heights shall provide to Belmar a current street map for Spring Lake Heights, updated periodically as necessary, and shall further post and maintain all street signs in Spring Lake Heights.

5. Hold Harmless and Indemnification

Spring Lake Heights shall defend, hold harmless and indemnify Belmar, its officers, employees and agents from any and all fines, claims and losses of whatever nature or type arising out of or in connection with the provision of the Services by Belmar to Spring Lake Heights and its residents pursuant to this Agreement.

Spring Lake Heights shall notify Belmar if any event occurs which requires or which may require defense and/or indemnification. Spring Lake Heights shall defend Belmar with legal counsel satisfactory to Belmar against any claim or proceeding, which may be brought against Belmar or others to whom this Section applies, if any, with respect to the foregoing or in which they may be implicated. Spring Lake Heights shall pay, satisfy and discharge any judgment, settlement, compromise, order or decree, which may be recovered against, Belmar or other to whom this section applies pursuant to the within subsection.

Belmar shall likewise defend, hold harmless and indemnify Spring Lake Heights, its officers, employees and agents from any and all fines, claims

and losses of whatever nature or type arising out of or in connection with the provision of the Services by Belmar to Spring Lake Heights and its residents pursuant to this Agreement.

Belmar shall notify Spring Lake Heights if any event occurs which requires or which may require defense and/or indemnification. Belmar shall defend Spring Lake Heights with legal counsel satisfactory to Spring Lake Heights against any claim or proceeding, which may be brought against Spring Lake Heights or others to whom this Section applies, if any, with respect to the foregoing or in which they may be implicated. Belmar shall pay, satisfy and discharge any judgment, settlement, compromise, order or decree, which may be recovered against, Spring Lake Heights or other to whom this section applies pursuant to the within subsection.

6. Insurance

It is recognized and understood that Belmar and Spring Lake Heights participate in a Joint Insurance Fund (“JIF”). Final approval of this Agreement by Belmar and Spring Lake Heights is subject to each obtaining assurance of coverage by JIF and that each will name the other as additional insured on any insurance policies it separately maintains. These policies shall include, without limitation, comprehensive general liability, automobile liability, errors and omissions and workers compensation with limits and deductibles as mutually agreed upon. Each party shall provide the other with a certificate of insurance setting forth the above coverage and naming the other as additional insured promptly upon the execution of this Agreement. In the event either Spring Lake Heights or Belmar ceases to participate in the JIF, such party shall provide alternative insurance comparable to the JIF and subject to the reasonable approval of the other party.

7. Termination

A. This Agreement may be terminated at any time upon mutual agreement of the Parties; however, unless otherwise agreed by the Parties, such a termination shall not become effective for a minimum of six (6) months following the adoption of resolutions by both governing bodies authorizing the termination.

B. Pursuant to N.J.S.A. 40A:65-7(e) any Party to this Agreement may enter into another agreement or agreements with any other eligible parties for the performance of Dispatching Services pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq. The participation in one agreement shall not bar participation with the same or other parties in any other agreement. The parties further agree that if an opportunity arises for a different agency to perform dispatching services for either of the parties, the negotiations for new services will include all parties to this agreement. Further, if termination of this agreement is a consideration of a new Shared Service with another agency, such termination shall not take place until one year after notification of the parties to this agreement, unless early termination is agreed upon by both parties.

C. Either party may terminate this Agreement at any time and for any reason, except as provided by paragraph B above, upon giving the other party six (6) months notice of its intent to terminate.

D. In the event either party defaults in the performance of any of its obligations under this Agreement after receiving written notice of same and failing to cure such default within thirty (30) days of said written notice, the non-defaulting party shall be entitled to terminate this Agreement and shall be entitled to all other remedies available at law, in equity, or both.

E. In the event of a termination pursuant to any subsection of this Paragraph, the Parties shall take all steps necessary to ensure that the Services are transitioned back to Spring Lake Heights in a manner which does not jeopardize the health, welfare or safety of the residents of either party.

8 Chain of Command; Annual Meeting; Notification of Complaints

A. The Belmar employees providing services under this Agreement shall be under the exclusive authority and control of Belmar. Spring Lake Heights shall not provide any direction or instruction to or discipline or reprimand any employee of Belmar. All complaints, instructions, requests, including requests for information, or other lines of communication by Spring Lake Heights shall be through the Belmar Mayor and/or Administrator, or such other chief administrative officer as may be designated from time to time by Belmar. All complaints received by the Borough of Belmar or its representatives from a resident of Spring Lake Heights, regarding services being performed, shall be communicated to the Mayor and Chief of Police of Spring Lake Heights. The Parties shall designate one of their respective Council Members as their representatives for communications between the Parties regarding the provision of the Services under this Agreement. Nothing contained in this Paragraph shall prevent the designated Council Member or the Chief of Police from Spring Lake Heights from contacting the Belmar Chief of Police or his designee with information or suggestions regarding the Services so long as the Belmar Mayor or Administrator is made aware of such contacts and the substance thereof.

B. The Parties agree to meet at least annually to discuss the provision of the Services under this Agreement; the costs associated with same; and any other matter concerning this Agreement.

9. Choice of Law

Any dispute under this Agreement or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

10. Entire Agreement

This Agreement represents the entire agreement between the parties and cannot be changed or modified orally.

11. Severability

If any part of this Agreement shall be held to be unenforceable, the rest of this Agreement shall nevertheless remain in full force and effect.

12. Waiver

Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement at any one time shall not be deemed a waiver of such term, covenant, or condition at any other time nor shall any waiver or relinquishment of any right or power herein at any time be deemed a waiver or relinquishment of the same or any other right or power at any other time.

13. Modification. This Agreement may not be changed orally, and may be modified or amended only by a written agreement signed by both Parties.

[SIGNATURE PAGE FOR SHARED SERVICES AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date first above written.

ATTEST: BOROUGH OF BELMAR

Borough Administrator

Mayor

WITNESS: BOROUGH OF SPRING LAKE HEIGHTS

Municipal Clerk

Mayor

RESOLUTION NO. 2021-189

RESOLUTION APPOINTING A CERTIFIED MUNICIPAL FINANCE OFFICER

BE IT RESOLVED by the Mayor and Council of the Borough of Belmar that Lorraine Carafa be and is hereby appointed as Certified Municipal Finance Officer effective August 3, 2021 subject to approval from the Department of Community Affairs.

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				
Mr. Carvelli				
Mr. McCracken				
Ms. Wann				
Mayor Walsifer				

Adopted:

April Claudio
Municipal Clerk