

MINUTES - REGULAR MEETING

March 11, 2020

The Regular Meeting of the Borough of Sea Girt Council was called to order by Mayor F. Ken Farrell at 7:00 PM on Wednesday, March 11, 2020 at the Sea Girt Elementary School, Bell Place, Sea Girt. Mayor Farrell asked for a moment of silence; after which he led those in attendance in the Pledge of Allegiance.

The Municipal Clerk read the Compliance Statement: This meeting is called pursuant to the provisions of the Open Public Meetings Act, C.231, P.L.1975: adequate notice of this Regular Meeting has been given by posting a notice on the Borough's official bulletin board and by transmitting a copy of the Notice to the Borough's two official newspapers, *The Asbury Park Press* and *The Coast Star* as required by law.

1. ROLL CALL:

	Present	Absent
Mayor Farrell	X	
Councilman Clemmensen	X	
Councilman Mastrorilli	X	
Councilman Begley	X	
Council President Fetzer	X	
Councilwoman Giegerich	X	
Councilwoman Anthony	X	

The order of the Agenda changed at this time as the Council awaited the arrival of Mr. Avakian, Borough Engineer.

2. CONSENT AGENDA - Resolution No. 52-2020: MOTION of Councilman Clemmensen, seconded by Councilman Mastrorilli, carried, that the following resolution be and the same is hereby adopted:

- Approve donation of two (2) adult season beach badges to the Holly Club

UPON MOTION of Councilman Clemmensen, seconded by Councilman Mastrorilli, carried, that the following Resolution be and the same is hereby adopted:

WHEREAS, Holly Club of Sea Girt, has requested the donation of two (2) 2020 season beach badges for purposes of raising funds for the Holly Club.

NOW, THEREFORE, BE IT RESOLVED, that the request for a donation of two (2) 2020 beach badges be and the same is hereby approved by the Borough Council.

BE IT FURTHER RESOLVED that a certified copy of this Resolution shall be supplied to:

1. Jim Freda, Beach Manager
2. Judith Ambrosini, Holly Club

Recorded Vote:

	Ayes	Nays	Absent	Abstain
Councilman Clemmensen	X			
Councilman Mastrorilli	X			
Councilman Begley	X			
Council President Fetzer	X			
Councilwoman Giegerich	X			
Councilwoman Anthony	X			

3. PUBLIC PARTICIPATION ON ANY CONSENT AGENDA ITEM: There were no comments from the public present.

4. APPROVE MINUTES

- **Resolution No. 53-2020: Approve Minutes, February 26, 2020**

Mrs. Carafa asked Council to carry the approval of the minutes until next meeting on March 25th for further revisions. **UPON MOTION** of Council President Fetzer, seconded by Councilwoman Anthony, carried, that the Minutes be carried for additional revisions be and the same is hereby approved.

Recorded Vote:

	Ayes	Nays	Absent	Abstain
Councilman Clemmensen	X			
Councilman Mastrorilli	X			
Councilman Begley	X			
Council President Fetzer	X			
Councilwoman Giegerich	X			
Councilwoman Anthony	X			

5. OPEN DISCUSSION

Councilwoman Anthony asked for the Minutes to be more comprehensive, specifically with regard to opinions on matters which are being voted on. Councilman Mastrorilli asked if it is possible to add a video component with our new website to allow live streaming; Mrs. Carafa will explore options with new website designer.

6. OLD BUSINESS

- A. **Ordinance No. 03-2020:** The Mayor to advise that the public hearing on the proposed Ordinance was held as scheduled on February 26, 2020; the matter was tabled at that time for further consideration.

ORDINANCE NO. 03-2020

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER V – TRAFFIC, SECTION 7-21 MULTI-WAY STOP INTERSECTIONS OF THE CODE OF THE BOROUGH OF SEA GIRT

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE BOROUGH OF SEA GIRT,
as follows:

SECTION 1. Section 7-21 Multi-Way Stop Intersections is amended to read:

Pursuant to the provisions of N.J.S.A. 39:4-140, the intersections herein described are designated as Multi-Way stop intersections. Stop signs shall be installed as provided herein.

Intersection

Baltimore Boulevard and
Bell Place

Stop Signs On

Bell Place (north, south)

Baltimore Boulevard and Sixth Avenue (north, south)
Sixth Avenue

Baltimore Boulevard and Fifth Avenue (north, south)
Fifth Avenue

Baltimore Boulevard and Third Avenue (north, south)
Third Avenue

Baltimore Boulevard and Second Avenue (north, south)
Second Avenue

SECTION 2. Conflicts with Prior Ordinances.

All ordinances or parts thereof in conflict or inconsistent with this ordinance are hereby repealed.

SECTION 3. When Effective.

This ordinance shall take effect twenty days after its adoption.

Mayor Farrell commented he has heard different opinions from residents on the installation of additional Stop signs.

Councilman Clemmensen asked for more data from the Police Department before proceeding.

Council President Fetzer noted protocol is to have a professional report stating the signs are needed; he is in favor of adding the stop signs, especially on Second Avenue; perhaps a report from the Borough Engineer or Dynamic Traffic should be considered.

Mrs. Carafa noted Chief Davenport spoke with local municipalities regarding borrowing traffic counter equipment, but units are equipped with software specific to their municipality and therefore, are not conducive to being borrowed. Councilman Mastorilli asked the price difference between a traffic study and counter and asked if the counter is something that could be used in other areas of the town; he was advised that the units could be utilized throughout the Borough and cost between \$4,000 and \$5,000 each, about the cost of a comprehensive traffic study.

Councilwoman Giegerich noted people in general are not stopping at stop signs and thought that additional stop signs will also be ignored; supports electronic speed signs. Mayor Farrell concurred.

Councilwoman Anthony asked for more enforcement to preserve the safety of our residents. Councilman Mastorilli asked if there is an annual cost to the counter. Chief Davenport replied probably for future software upgrades/equipment support.

Council President Fetzer asked if the Borough borrowed a traffic counter, is the borrower able to analyze the data collected here; Chief Davenport responded no.

Mrs. Carafa asked for a motion to table said Ordinance until next meeting on March 25th for further analysis. **UPON MOTION** of Council President Fetzer, seconded by Councilman Mastorilli, carried, that Ordinance 03-2020 be tabled.

Recorded Vote:

	Ayes	Nays	Absent	Abstain
Councilman Clemmensen	X			
Councilman Mastrorilli	X			
Councilman Begley	X			
Council President Fetzer	X			
Councilwoman Glégerich	X			
Councilwoman Anthony	X			

B. Resolution No. 54-2020: Request to approve driveway through Crescent Park, Forlenza 647 Ocean Avenue (Block 9, Lot 6.01)

Mr. Forlenza stated that this matter has been before Council several times, and that he hopes the matter can be resolved this evening. He stated that the driveway has existed for many years as a shared driveway; aesthetically, it is not pleasing and is in need of repair and that the asphalt will be removed and placed with stone. He also stated that he wants to expand driveway so that cars do not have to park on Carriage Way. Councilwoman Anthony asked if plans were reviewed by the Planning Board for a determination when their application for the house was before the Board; Mrs. Forlenza answered the plans were not addressed or presented to the Planning Board. Councilwoman Anthony asked what the actual width of the property is; she noted that she is not challenging the plans, but wants a clear understanding prior to voting; Mr. Forlenza noted the "courtyard" is his driveway and is 50 x 52' wide; he is requesting permission to install a wider driveway than is permitted by the Ordinance. Councilwoman Anthony asked Mr. Forlenza if he would consider decreasing the proposed width.

Council President Fetzer noted that since the driveway is located wholly on Borough property, the Planning Board does not have jurisdiction; this matter belongs before Council. He noted that it is their right to install a driveway up to 12' wide. He is not in favor of allowing a wider parking area on Borough property as the Ordinance allowing a driveway on Borough property was not intended to permit private parking on Borough property as well. He requested that the Forlenza's construct a driveway that is consistent with Borough Ordinance.

Peter Avakian, Borough Engineer, commented that houses to the south do not have driveways through Borough property; current garage is large and fills area including setbacks; he is willing to meet with Mr. and Mrs. Forlenza professionals to develop an appropriate plan consistent with Borough Ordinance requirements.

Mayor Farrell commented hopes that he hopes the driveway issues can be resolved soon.

Councilman Mastrorilli noted dimensions of the property may be wider than 50'; the entire Carriage Way area is unique and the driveway should be permitted that would allow for a turnaround.

Attorney, Ray Bogan suggested that action on Resolution No. 54-2020 be tabled to the March 25th council meeting to permit further review. **UPON MOTION** of Council President Fetzer, seconded by Councilwoman Anthony, carried that the motion to table Resolution No. 54-2020 be and the same is hereby adopted.

Recorded Vote:

	Ayes	Nays	Absent	Abstain
Councilman Clemmensen	X			
Councilman Mastrorilli	X			
Councilman Begley	X			
Council President Fetzer	X			
Councilwoman Giegerich	X			
Councilwoman Anthony	X			

7. PRESENTATION - Peter Avakian, Borough Engineer, providing an update to Council on status of plans to upgrade water service in Crescent Park – Carriage Way Water Main extension.

Peter Avakian began his presentation at 7:40 pm. He noted that this project has nothing to do with potable water service to homes, but will provide additional hydrants and capacity in a new main specifically for public safety, i.e., firefighting purposes. He noted that the proposed plan is for the construction of an 8" main from Philadelphia to Trenton, looped to provide flow to four new hydrants on the westerly side; the new main will connect to the existing Philadelphia in the north park area, then the main will cross Carriage Way from east to west and continue to Trenton on the westerly side of the existing road. The new main will also connect to the existing Trenton main. The plan also calls for a proposed wood chip path over the area of the water main construction and only affects the roadway at that one point of crossing; there are no changes proposed to the Belgium block curbing.

The proposed schedule is for the advertisement of bids on March 19th receiving bids on April 2nd and awarding on April 8th. Further consideration of a connection to the NJ American main on Second Avenue should be deferred and considered as a separate project.

Council President Fetzer suggested leaving it as a dry line and asking NJ American to install a hydrant at Second Avenue. Mr. Avakian noted the project is estimated to cost \$275k, again noting that existing household water will not be affected. He also thanked the Water-Sewer Utility Engineers, H2M who assisted with the design and compliance components of the project.

Mrs. Carafa requested action to authorize project and receipt of bids on April 8th. **Resolution No. 55-2020: Authorization to Bid Water Service Upgrade Project through Crescent Park**

UPON MOTION of Council President Fetzer, seconded by Councilwoman Anthony, carried that the following Resolution be and the same is hereby adopted:

WHEREAS, the Borough of Sea Girt had previously authorized the Borough Engineer to prepare the plans and specifications for the Water Service Upgrade Project through Crescent Park.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Sea Girt that the plans and specifications for the Water Service Upgrade Project through Crescent Park as prepared by the Borough Engineer be and the same are hereby approved and the Notice to Bidders for the same is hereby authorized.

BE IT FURTHER RESOLVED that a certified copy of this Resolution shall be supplied to the Borough Engineer for his information and further action.

Recorded Vote:

	Ayes	Nays	Absent	Abstain
Councilman Clemmensen	X			
Councilman Mastrorilli	X			
Councilman Begley	X			
Council President Fetzner	X			
Councilwoman Giegerich	X			
Councilwoman Anthony	X			

8. NEW BUSINESS

A. Ordinance No. 04-2020: The Mayor to read the said Ordinance by Title:

ORDINANCE NO. 04-2020
AN ORDINANCE CANCELING THE BALANCE OF VARIOUS GENERAL
CAPITAL IMPROVEMENT AUTHORIZATIONS ADOPTED BY THE BOROUGH
OF SEA GIRT, IN THE COUNTY OF MONMOUTH, NEW JERSEY

WHEREAS, the Borough Council of the Borough of Sea Girt, in the County of Monmouth, New Jersey (the "Borough"), has heretofore finally adopted various Ordinances as specified below various projects; and,

WHEREAS, as of the date of adoption of this ordinance, there remains uncommitted balances as listed below; and,

WHEREAS, the Borough now desires to cancel the above-stated balances remaining in various ordinances, refunding the balance to the original source of funds.

NOW, THEREFORE, BE IT ORDAINED By the Council of the Borough of Sea Girt, in the County of Monmouth, New Jersey as follows:

Section 1. The Borough hereby cancels the excess balances of various Ordinances as specified below:

Ordinance #	Account Number	Balance
IA # 06-2014	C-04-55-536-504	\$ 19.50
IA # 05-2015	C-04-55-542-501	85.60
IA # 06-2015	C-04-55-543-501	0.34
IA # 09-2017	C-04-55-551-501	5.48
IA # 11-2018	C-04-55-556-501	0.47
IA # 06-2019	C-04-55-558-502	20.08

Section 2. The Borough Council hereby authorizes the Chief Financial Officer of the Borough to cancel the said excess funds to Capital Improvement Fund to be available for other capital improvement purposes or the paydown of outstanding debt.

Section 3. Repeal, Severability.

a. All ordinances or parts of ordinances inconsistent herewith are repealed, but only to the extent of such inconsistency.

b. If any section, paragraph, subparagraph, clause or provision of this ordinance shall be adjudged invalid, such adjudication shall apply only to the section, paragraph, subparagraph, clause or provision so adjudged and the remainder of this ordinance shall be deemed valid and effective.

Section 4. Effective Date

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

UPON MOTION of Council President Fetzer, seconded by Councilman Mastorilli, carried, that the said Ordinance No. 04-2020 be adopted on final reading, directing the Clerk to post and publish as required by law and setting the date of the public hearing as March 25, 2020.

Recorded Vote:

	Ayes	Nays	Absent	Abstain
Councilman Clemmensen	X			
Councilman Mastorilli	X			
Councilman Begley	X			
Council President Fetzer	X			
Councilwoman Giegerich	X			
Councilwoman Anthony	X			

B. Resolution No. 56-2020: Appoint Class I Special Law Enforcement Officers

UPON MOTION of Councilman Clemmensen, seconded by Councilwoman Giegerich, carried, that the following Resolution be and the same is hereby adopted:

WHEREAS, the Borough of Sea Girt Police Department is in need of the services of Class I Special Law Enforcement Officer's to support its 2020 operations; and,

WHEREAS, the Chief of Police has reviewed the applications and references of qualified candidates, and recommends the following appointments of as Class I Special Law Enforcement officers:

Kristina Stevens
Christopher Gall
William Spector

NOW, THEREFORE, BE IT RESOLVED that the above-named individual's be appointed as a Class I Special Law Enforcement Officer for the Borough of Sea Girt, at the hourly rate of \$12.00 per hour, effective immediately.

BE IT FURTHER RESOLVED that a certified copy of this Resolution shall be supplied to Chief Davenport for his information and the Chief Financial Officer for his action.

Recorded Vote:

	Ayes	Nays	Absent	Abstain
Councilman Clemmensen	X			
Councilman Mastorilli	X			
Councilman Begley	X			
Council President Fetzer	X			
Councilwoman Giegerich	X			
Councilwoman Anthony	X			

C. Resolution No. 57-2020: Authorize Contract with Atlantic Coast Fibers, LLC for the sale of all Class "A" Recyclables and participation in new Monmouth County Recycling Center to be constructed.

UPON MOTION of Council President Fetzer, seconded by Councilman Clemmensen carried, that the following Resolution be and the same is hereby adopted:

WHEREAS, the Borough of Sea Girt wishes to enter into an Agreement with Atlantic Coast Fibers, with its offices located at 101 7th Street, Passaic, New Jersey to sell its Class "A" Recyclable materials pursuant to the terms and conditions set forth in the Agreement attached hereto; and,

WHEREAS, the said Agreement shall commence upon the adoption of this Resolution and continue through March 31, 2024, inclusive.

NOW, THEREFORE BE IT RESOLVED, by the Borough Council of the Borough of Sea Girt, County of Monmouth that an agreement with Atlantic Coast Fibers, LLC, an independent contractor, be and the same is hereby approved and the Mayor and Clerk authorized to execute the said Agreement.

BE IT FURTHER RESOLVED, that, a certified copy of this resolution along with an executed copy of the Agreement be forwarded to the following for their information and further action:

1. Atlantic Coast Fibers, LLC, 101 7th Street, Passaic, NJ 07055;
2. Michael McArthur, Borough of Sea Girt Public Works Manager
3. Chief Financial Officer, Borough of Sea Girt

Recorded Vote:

	Ayes	Nays	Absent	Abstain
Councilman Clemmensen	X			
Councilman Mastrorilli	X			
Councilman Begley	X			
Council President Fetzer	X			
Councilwoman Giegerich	X			
Councilwoman Anthony	X			

D. Resolution No. 58-2020: Final Payment No. 2, Compass Construction, Inc., Philadelphia Boulevard Boardwalk Ramp Reconstruction

UPON MOTION of Councilwoman Giegerich, carried by Councilman Mastrorilli, carried, that the following Resolution be and the same is hereby adopted:

WHEREAS, the Borough of Sea Girt awarded a contract to Compass Construction, Inc. of New Egypt, NJ for the Project known as Philadelphia Boulevard Boardwalk Ramp Reconstruction in the total amount of \$38,750.00 pursuant to Resolution No. 18-2020 adopted on January 8, 2020; and,

WHEREAS, field inspections identified several existing pilings with rotted cores that required repairs as specified by the Borough Engineer resulting in additional contract costs of \$4,080.00 to a new contract total of \$42,830.00; and,

WHEREAS, Compass Construction, Inc. has submitted its request for Final Payment in the amount of \$25,392.50 with the required documentation including its Maintenance Bond in the amount of

\$10,708.00 to the Borough Engineer, who has reviewed the documentation, finds it to be correct in all its particulars and recommends payment of the same.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Sea Girt that Final Payment Application (No. 2) in the amount of \$25,392.50 be authorized to Compass Construction, Inc. of New Egypt, NJ for the Project known as Philadelphia Boulevard Boardwalk Ramp Reconstruction be and the same is hereby approved.

BE IT FURTHER RESOLVED that a certified copy of this Resolution shall be supplied to:

1. Compass Construction, Inc., New Egypt, NJ
2. David J. Howarth of the firm Leon S. Avakian, Inc.
3. Chief Financial Officer, Borough of Sea Girt

Recorded Vote:

	Ayes	Nays	Absent	Abstain
Councilman Clemmensen	X			
Councilman Mastroilli	X			
Councilman Begley	X			
Council President Fetzer	X			
Councilwoman Glegerich	X			
Councilwoman Anthony	X			

E. Resolution No. 59-2020: Shared Services Agreement for the Use of Monmouth County's Open Records Search System – Records Information Module

Councilwoman Anthony asked the Administrator to confirm the quantity of storage available at the county.

UPON MOTION of Councilman Mastroilli, seconded by Councilman Clemmensen, carried, that the following Resolution be and the same is hereby adopted:

WHEREAS, under the New Jersey Uniform Shared Services and Consolidation Act, namely C. 40A:65-1, *et seq.*, local units, such as the County of Monmouth and this Municipality, may enter into shared services agreements with each other; and,

WHEREAS, the County of Monmouth has entered into an agreement with Sunrise Systems, Inc. ("Sunrise"), whereby the County is licensed to access and use Sunrise's web-based system known as the Open Public Records Search System – Records Information Management ("OPRS-RIM"); and,

WHEREAS, under the terms of its agreement with Sunrise, the County of Monmouth may sublicense access and use of OPRS-RIM to municipalities within Monmouth County; and,

WHEREAS, the County of Monmouth, has offered to enter into a shared services agreement with this Municipality, whereby this Municipality will be authorized as a sublicensee to access and use OPRS-RIM; and,

WHEREAS, a copy of the agreement is attached to this resolution; and,

WHEREAS, the OPRS-RIM provides for the Inventory Management, Retention Management, and Disposition Management of official records and includes an imaging module that permits the

scanning of paper records into TIFF images, which may be stored long-term, searched and retrieved electronically.

NOW, THEREFORE, BE IT RESOLVED by the governing body of this Municipality that the Mayor and Municipal Clerk be and they are hereby authorized to enter into the proposed OPRS-RIM shared services agreement with the County of Monmouth.

BE IT FURTHER RESOLVED that the Chief Financial Officer has certified that funds are available for this contract in the 2020 appropriation 0-01-20-120-258, Clerk, Contractual.

BE IT FURTHER RESOLVED that if and when funds are required from this Municipality to pay for its continued participation in the OPRS-RIM agreement, the Chief Financial Officer shall file a certification of available funds, identifying the budget line item(s) and amount(s) certified.

Recorded Vote:

	Ayes	Nays	Absent	Abstain
Councilman Clemmensen	X			
Councilman Mastrorilli	X			
Councilman Begley	X			
Council President Fetzer	X			
Councilwoman Giegerich	X			
Councilwoman Anthony	X			

9. ADMINISTRATOR REPORTS

- **Coronavirus Information:** It is important to have factual up to date information on the coronavirus. The CDC has a “share the facts, stop fear” page which is quite useful in determining what is fact vs. fiction with regard to the coronavirus. It can be accessed at [cdc.gov/coronavirus](https://www.cdc.gov/coronavirus). Another reliable source is the NJ Department of Health at www.nj.gov/health. Remember, that the best preventive measures are the same as those that are practiced for normal flu and personal hygiene:
 - Avoid close contact with people who are sick.
 - Avoid touching your eyes, nose, and mouth.
 - Stay home when you are sick.
 - Cover your cough or sneeze with a tissue, then throw the tissue in the trash.
 - Clean and disinfect frequently touched objects and surfaces using a regular household cleaning spray or wipe.
- Follow CDC’s recommendations for using a facemask.
 - CDC does not recommend that people who are well wear a facemask to protect themselves from respiratory diseases, including COVID-19.
 - Facemasks should be used by people who show symptoms of COVID-19 to help prevent the spread of the disease to others. The use of facemasks is also crucial for health workers and people who are taking care of someone in close settings (at home or in a health care facility).
 - Wash your hands often with soap and water for at least 20 seconds, especially after going to the bathroom; before eating; and after blowing your nose, coughing, or sneezing.
 - If soap and water are not readily available, use an alcohol-based hand sanitizer with at least 60% alcohol. Always wash hands with soap and water if hands are visibly dirty.

- **Annual Easter Egg Hunt**, Saturday, April 4, 11:00 AM; rain date, Sunday, April 5 at 1:00 PM
- **Beach Badge Sales** begin on March 21, 2020 through Community Pass - accessible from the Borough website, www.seagirtboro.com there will be weekday and weekend hours at Borough Hall beginning in April;
- **Weekly curbside brush pick-up** resumes on Monday, April 6; please place all loose material in a container no larger than 34 gallons and no heavier than 40 pounds; limit 4 cans per pick-up; branches must be tied in bundles no longer than 4' x 2' in diameter. Thank you for your anticipated cooperation.
- **Postal Service Regulations Update:** The Postmaster has advised that there is a renewed initiative from the Postal Service management that requires that all newly constructed homes, i.e., structures without C/o's or where a structure has been demolished to locate their mailboxes close to the front walk of the home to facilitate deliveries and to minimize accidents and injuries to delivery persons; he has also asked that residents be reminded to have their address on the home in a location visible from the street.
- **DOT -Beacon Boulevard** – The Administrator received confirmation from the DOT that Beacon Boulevard has been processed for a new surface and is awaiting Federal project approval, i.e. funding. DOT is also awaiting approval of the detour. Once all has been approved, they will set up a pre-construction meeting with Borough officials. Also, NJ Transit will be advised to remove the rusted box near the tracks on the southwest corner of Beacon and to remove the wires down near the westerly bicycle path between Bell Place and Washington Boulevard.
- **U.S. Census 2020** - Official U.S. Census day is April 1, 2020, but most households will be receiving a letter from the Census Bureau between March 12th and March 20th. New Jersey is stressing the importance of participating in the census. Federal funding for social programs, transportation, public safety, and health insurance are directly tied to the census, as is New Jersey's representation in congress. A flyer and frequently asked questions document are available on the Borough's website, www.seagirtboro.com, to answer any questions that you may have. In New Jersey, everyone counts!

10. **QPA REPORTS:** None

11. **COUNCIL REPORTS:** Councilwoman Giegerich and Mayor Farrell had no reports.

Councilman Clemmensen reported that the Beach Committee met this week and the beach will be ready for the season opening noting that we are anticipating a successful season due to the world situation; asked the Administrator to verify with the DEP if there is the potential to extend dog walking on the beach to May 15; Beach Management Plan identified the possible restriction date begins with Piping Plover migration season; advised every to be cautious with respect to the Piping Plover and Sea beach Amaranth.

Councilman Mastrorilli reported as follows:

- Thanked Mrs. Carafa for getting the Beacon Boulevard railroad crossing on the DOT schedule;

• **Bike Path Rehabilitation** – Sue Blasi has been named Chair of the Resident Committee; and will be re-seeded by the DPW will remove piles of soil and wood chips and will be re-seeding the area; there was a suggestion to have the school children participate in a contest to “name” the path.

Councilman Begley reported as follows:

- Recreation Committee and Commission held a meeting that went well, noting that the volunteers to be complimented for their efforts and enthusiasm; always open for suggestions from resident regarding programs;
- Public Safety Committee – it is the recommendation of the Public Safety Committee Council Members to discontinue the use of Ocean Avenue as a ride share location; Committee wants to keep the Parker House patrons as close to the property as possible; exploring all alternatives; no intent to block any residential driveways; met with other local, county and Parker House officials to discuss alternatives and will continue to have a dialog.

Councilwoman Anthony reported that the Buildings and Grounds Committee met and that DPW will be involved with respect to landscaping beds; hanging baskets project will be starting this spring; thanked The Holly Club’s Beautification Committee for their efforts.

Council President Fetzer reported that the Fire Department appreciated the Borough’s contribution of \$2,500 to offset bathroom renovations.

12. Resolution No. 60-2020: Payment of bills

Councilwoman Anthony asked if more detailed information could be included for those items listed as reimbursements; she was advised that there is only a limited amount of space available for descriptions but if additional information is necessary, to please contact the office and the information will be provided.

BE IT RESOLVED, by the Borough Council of the Borough of Sea Girt that the bills be paid as appearing on the attached Bill List dated January 29, 2020 and Bill List date March 6, 2020 in the totals as follows:

Council President Fetzer asked to confirm H2M has been reappointed.

CURRENT FUND	\$ 2,014,605.71
WATER/SEWER OPERATING FUND	\$ 8,958.73
BEACH OPERATING FUND	\$ 16,850.11
RECREATION TRUST FUND	\$ 26.10
DOG TRUST FUND	\$ 251.60
BEACH CAPITAL FUND	\$ 25,392.50
WATER CAPITAL FUND	\$ 160.04

Recorded Vote:

	Ayes	Nays	Absent	Abstain
Councilman Clemmensen	X			
Councilman Mastrorilli	X			
Councilman Begley	X			
Council President Fetzner	X			
Councilwoman Giegerich	X			
Councilwoman Anthony	X			

13. ADMINISTRATOR REPORTS

- **Coronavirus Information:** It is important to have factual up to date information on the coronavirus. The CDC has a “share the facts, stop fear” page which is quite useful in determining what is fact vs. fiction with regard to the coronavirus. It can be accessed at [cdc.gov/coronavirus](https://www.cdc.gov/coronavirus). Another reliable source is the NJ Department of Health at www.nj.gov/health. Remember, that the best preventive measures are the same as those that are practiced for normal flu and personal hygiene:
 - Avoid close contact with people who are sick.
 - Avoid touching your eyes, nose, and mouth.
 - Stay home when you are sick.
 - Cover your cough or sneeze with a tissue, then throw the tissue in the trash.
 - Clean and disinfect frequently touched objects and surfaces using a regular household cleaning spray or wipe.
 - Follow CDC’s recommendations for using a facemask.
 - CDC does not recommend that people who are well wear a facemask to protect themselves from respiratory diseases, including COVID-19.
 - Facemasks should be used by people who show symptoms of COVID-19 to help prevent the spread of the disease to others. The use of facemasks is also crucial for health workers and people who are taking care of someone in close settings (at home or in a health care facility).
 - Wash your hands often with soap and water for at least 20 seconds, especially after going to the bathroom; before eating; and after blowing your nose, coughing, or sneezing.
 - If soap and water are not readily available, use an alcohol-based hand sanitizer with at least 60% alcohol. Always wash hands with soap and water if hands are visibly dirty.
- **Annual Easter Egg Hunt**, Saturday, April 4, 11:00 AM; rain date, Sunday, April 5 at 1:00 PM
- **Beach Badge Sales** begin on March 21, 2020 through Community Pass - accessible from the Borough website, www.seagirtboro.com there will be weekday and weekend hours at Borough Hall beginning in April;
- **Weekly curbside brush pick-up** resumes on Monday, April 6; please place all loose material in a container no larger than 34 gallons and no heavier than 40 pounds; limit 4 cans per pick-up; branches must be tied in bundles no longer than 4’ x 2’ in diameter. Thank you for your anticipated cooperation.
- **Postal Service Regulations Update:** The Postmaster has advised that there is a renewed initiative from the Postal Service management that requires that all newly constructed homes,

i.e., structures without C/O's or where a structure has been demolished to locate their mailboxes close to the front walk of the home to facilitate deliveries and to minimize accidents and injuries to delivery persons; he has also asked that residents be reminded to have their address on the home in a location visible from the street.

- **DOT -Beacon Boulevard** – I received confirmation from DOT that Beacon Boulevard has been processed for a new surface and is awaiting Federal project approval, i.e. funding. DOT is also awaiting approval of the detour. Once all has been approved, they will set up a pre-construction meeting with Borough officials. Also, NJ Transit will be advised to remove the rusted box near the tracks on the southwest corner of Beacon and to remove the wires down near the westerly bicycle path between Bell Place and Washington Boulevard.
- **U.S. Census 2020** - Official U.S. Census day is April 1, 2020, but most households will be receiving a letter from the Census Bureau between March 12th and March 20th. New Jersey is stressing the importance of participating in the census. Federal funding for social programs, transportation, public safety, and health insurance are directly tied to the census, as is New Jersey's representation in congress. A flyer and frequently asked questions document are available on the Borough's website, www.seagirtboro.com, to answer any questions that you may have. In New Jersey, everyone counts!

14. PUBLIC PARTICIPATION ON ANY SUBJECT

Mark Schwartz, Beacon Blvd., stated that he is disappointed with the report from the Public Safety Committee regarding the discontinuance of the Ride Share on Zone on Ocean Avenue noting that the safety of young children living on Beacon Boulevard will be jeopardized. He further noted that the 2018 Traffic Study identified that Beacon Boulevard was not a safe option for designation as a ride share zone; he stated that he opposes the use of Beacon Boulevard, ride share zone.

John O'Grady, The Terrace, stated he stops at stop signs; he noted that cars still idle near boardwalk and around town which is a problem and the police should issue tickets.

There being no further comments from the public and by consensus, the public hearing was closed at 8:25 PM. Mayor Farrell advised that Council has matters to discuss in Executive Session, and requested a motion to adjourn for purposes of the discussion; he further noted that action may be taken by Council upon return to public session and that the public is invited to remain outside and may return to the meeting room when the Council returns to public session. **UPON MOTION** of Council President Fetzer, seconded by Councilwoman Anthony, carried, that the following **Resolution No. 61-2020** be and the same is hereby adopted:

WHEREAS, Section 8 of the Open Public Meeting Act, N.J.S.A. 10:4-12 permits the exclusion of the public from a meeting in certain circumstances; and,

WHEREAS, this public body is of the opinion that such circumstances presently exist.

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Sea Girt, County of Monmouth, State of New Jersey, as follows:

1. The public shall be excluded from discussion of and action upon the hereinafter specified subject matter.

2. The general nature of the subject matter(s) to be discussed is litigation, including, but not limited to:

- a. Kenneth Hagel v. the Borough of Sea Girt Police Department and the Borough of Sea Girt (complaint against chief Davenport was dismissed on Summary Judgment)
- b. Brian and Tess Manley, Denis Lauzon and Candice Kadimik v. the Borough of Sea Girt and the Avon Hotel Corp. t/a The Parker House;
- c. 501 Washington Boulevard, LLC; 503 Washington Boulevard, LLC; Sitar Sea Girt, LLC; 900 Fifth Avenue, LLC; Sitco Sea Girt, LLC v. Borough of Sea Girt, Borough Council of Sea Girt, Sea Girt Planning Board;
- d. Potential Litigation.

3. It is anticipated at this time that the subject matters will be made public, if and when, confidentiality is no longer necessary. Action may be taken upon return to public session.

4. This Resolution shall take effect immediately.

Recorded Vote:

	Ayes	Nays	Absent	Abstain
Councilman Clemmensen	X			
Councilman Mastroilli	X			
Councilman Begley	X			
Council President Fetzer	X			
Councilwoman Giegerich	X			
Councilwoman Anthony	X			

The Council returned to public session at 8:30 PM. There being no further business, and **UPON MOTION** of Council President Fetzer, seconded by Councilwoman Anthony, carried, that the meeting be finally and immediately adjourned at 9:00 PM.

Lorraine P. Carafa

LORRAINE P. CARAFA, RMC

March 6, 2020
12:26 PM

BOROUGH OF SEA GIRT
Bill List By P.O. Number

Page No: 1

P.O. Types: All Paid: Void: Open: N Paid: N Void: N
Range: First to Last Rcvd: Y Held: Y Aprv: N
Format: Condensed Bid: Y State: Y Other: Y Exempt: Y

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
19-00130	01/18/19	00770	VNA OF CENTRAL JERSEY	2019 Public Health services	Open	549.50	0.00 B
19-00778	07/16/19	ARR01	Atlantic Restaurant Repair	Repairs to Ice Machine	Open	404.50	0.00
19-01144	12/26/19	01149	MOTOROLA SOLUTIONS INC	Pagers/Accessories	Open	125.00	0.00
20-00019	01/13/20	00964	A'S GARDEN & HOME CENTER	misc	Open	145.95	0.00 B
20-00020	01/13/20	00964	A'S GARDEN & HOME CENTER	Misc	Open	25.48	0.00 B
20-00022	01/13/20	AMM01	Apruzzese, McDermott, Mastro	2020 Legal fees	Open	962.25	0.00 B
20-00029	01/13/20	00490	CERTIFIED SPEEDOMETER	Calibration & Testing	Open	205.00	0.00 B
20-00030	01/13/20	00233	Copy Center Inc.	Sharp 264	Open	31.36	0.00 B
20-00033	01/13/20	00136	THE COAST STAR	Legal Advertising	Open	14.70	0.00 B
20-00034	01/13/20	00136	THE COAST STAR	Planning Brd Advertising	Open	14.00	0.00 B
20-00038	01/13/20	FARMINGD	Farmingdale Recycling	Recycling	Open	631.68	0.00 B
20-00041	01/13/20	GREER	Greer Law Firm	Public Defender services	Open	250.00	0.00 B
20-00044	01/13/20	00016	JERSEY CENTRAL POWER & LIGHT	Electric Public Works	Open	1,791.33	0.00 B
20-00047	01/13/20	00016	JERSEY CENTRAL POWER & LIGHT	Electric Service Paddle Tennis	Open	12.60	0.00 B
20-00048	01/13/20	00016	JERSEY CENTRAL POWER & LIGHT	Electric Service Water Plant	Open	3,179.72	0.00 B
20-00052	01/13/20	01230	KEPWEL SPRING WATER CO., INC.	Bottled Water	Open	21.95	0.00 B
20-00053	01/13/20	01230	KEPWEL SPRING WATER CO., INC.	Bottled water	Open	91.45	0.00 B
20-00054	01/13/20	01230	KEPWEL SPRING WATER CO., INC.	bottled water	Open	10.00	0.00 B
20-00060	01/14/20	MAZZA	Mazza Mulch, Inc.	Brush Disposal	Open	180.00	0.00 B
20-00061	01/14/20	00040	MONMOUTH COUNTY TREASURER	Waste & Recycling Disposal	Open	4,820.51	0.00 B
20-00066	01/14/20	00051	NJ NATURAL GAS CO.	Gas Service	Open	170.26	0.00 B
20-00069	01/14/20	00068	OLD TOWNE CAR WASH INC.	Car Wash Services	Open	60.00	0.00 B
20-00070	01/14/20	01942	ONE CALL CONCEPTS	Mark-out services	Open	39.44	0.00 B
20-00071	01/14/20	00614	Optimum	Beach - Internet, Phone, TV	Open	12.27	0.00 B
20-00072	01/14/20	00614	Optimum	Water & DPW - Inter, TV, Phone	Open	53.09	0.00 B
20-00076	01/14/20	00321	SEABOARD WELDING SUPPLY, INC.	Bottle Gas supplies	Open	27.00	0.00 B
20-00079	01/14/20	00889	STATE OF NEW JERSEY	Dog License Fees	Open	27.60	0.00 B
20-00084	01/14/20	TU01	TransUnion Risk & Alternative	Background checks	Open	50.00	0.00 B
20-00090	01/14/20	00053	VAN WICKLE AUTO SUPPLY	Vehicle Parts	Open	481.69	0.00 B
20-00095	01/14/20	00349	VERIZON WIRELESS	2020 Services	Open	260.95	0.00 B
20-00113	01/14/20	01487	COMPASS CONSTRUCTION INC	Philadelphia Ramp Project	Open	25,392.50	0.00 B
20-00115	01/14/20	00203	Ruderman & Roth, LLC	2020 Legal Services	Open	3,190.00	0.00 B
20-00145	01/24/20	00016	JERSEY CENTRAL POWER & LIGHT	Electric Beach	Open	276.00	0.00 B
20-00172	01/31/20	00144	BARGS LAWN EQUIPMENT	Misc.	Open	519.96	0.00 B
20-00176	01/31/20	01166	Montenegro, Thompson,	Legal Services	Open	427.00	0.00 B
20-00206	02/11/20	WG01	WatchGuard, Inc.	Repalcement backplate	Open	210.00	0.00
20-00219	02/13/20	TRUST TR	Jean Boulger, Executrix for	Refund Tax Overpayment	Open	3,014.48	0.00
20-00225	02/19/20	CAPTURE	Capturepoint	Annual Subscription	Open	7,825.00	0.00
20-00232	02/20/20	00507	TAYLOR FENCE CO., INC.	Split rail fence	Open	8,160.00	0.00
20-00234	02/20/20	00136	THE COAST STAR	Subscription renewal	Open	34.00	0.00
20-00235	02/20/20	01686	W.B. MASON COMPANY, INC.	Supplies	Open	61.42	0.00
20-00249	02/26/20	NXVORTX	Nexvortex	Sip truck service	Open	2,750.00	0.00
20-00251	02/27/20	01741	PATRICIA PETERSON	Reimbursement	Open	64.82	0.00
20-00254	02/28/20	PASHMAN	Pashman Stein Walder Hayden PC	Legal services	Open	1,110.00	0.00
20-00255	02/28/20	QBE INS	QBE Specialty Insurance Co.	Legal services EW	Open	7,700.28	0.00
20-00257	03/02/20	RJG01	R & J Garage Doors	Requisition Request 20-056	Open	930.00	0.00
20-00258	03/02/20	00334	HOME DEPOT CREDIT SERVICES	Requisition Request 20-059	Open	63.91	0.00
20-00259	03/02/20	01625	GRAINGER	24 x 24 Traffic signs	Open	119.44	0.00
20-00261	03/02/20	00029	SEA BREEZE FORD	Quote Q000292528	Open	154.70	0.00
20-00263	03/02/20	CDI	Career Development Institute	Course registration	Open	148.00	0.00

March 6, 2020
12:26 PM

BOROUGH OF SEA GIRT
Bill List By P.O. Number

Page No: 2

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
20-00264	03/03/20	MORRISCO	Morris County Public Safety	Open	25.00	0.00	
20-00265	03/03/20	H2M	H2M Associates, Inc.	Open	2,087.50	0.00	B
20-00269	03/04/20	00010	MAZZA RECYCLING SERVICES, LTD.	Open	271.13	0.00	B
20-00270	03/04/20	00383	ALLISON PEST CONTROL	Open	195.00	0.00	
20-00271	03/04/20	00053	VAN WICKLE AUTO SUPPLY	Open	299.96	0.00	B
20-00272	03/05/20	01767	JANE HUNNEWELL	Open	117.28	0.00	
20-00273	03/06/20	00241	POSTMASTER	Open	168.00	0.00	
Total Purchase Orders:		57	Total P.O. Line Items:	0	Total List Amount:	79,964.66	Total Void Amount: 0.00

State of New Jersey

19-00068 Treasurer St. of NJ

20-00253 Monmouth Co. Clerk

Health Benefits, March

Public Water Tax 4th Q 2019

OPRS-RIM Maintenance 2019-2020

Total

56,838.42

160.70

3,300.00

\$140,263.78

March 6, 2020
12:26 PM

BOROUGH OF SEA GIRT
Bill List By P.O. Number

Page No: 3

Totals by Year-Fund							
Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
		92,063.70					
CURRENT FUND	0-01	31,925.28	0.00	31,925.28	0.00	0.00	31,925.28
WATER OPERATING	0-05	5,868.22	0.00	5,868.22	0.00	0.00	5,868.22
BEACH OPERATING	0-09	15,659.46	0.00	15,659.46	0.00	0.00	15,659.46
BOARD OF RECREATI	0-26	12.60	0.00	12.60	0.00	0.00	12.60
DOG LICENSE TRUST	0-32	27.60	0.00	27.60	0.00	0.00	27.60
Year Total:		53,493.16	0.00	53,493.16	0.00	0.00	53,493.16
CURRENT FUND	9-01	954.00	125.00	1,079.00	0.00	0.00	1,079.00
BEACH CAPITAL	B-08	25,392.50	0.00	25,392.50	0.00	0.00	25,392.50
Total of All Funds:		79,839.66	125.00	79,964.66	0.00	0.00	79,964.66
Water Operating 9-05		<u>160.70</u>					
		140,138.78					140,263.78

January 29, 2020
03:28 PM

BOROUGH OF SEA GIRT
Bill List By P.O. Number

Page No: 1

P.O. Type: All

Range: First to Last

Format: Condensed

Open: N

Paid: N

Void: N

Rcvd: Y

Held: Y

Aprv: N

Bid: Y

State: Y

Other: Y

Exempt: Y

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
19-00022	01/09/19	AMMM01	Apruzzese, McDermott, Mastro	2019 Legal Services	Open	16.50	0.00 B
19-00039	01/09/19	00016	JERSEY CENTRAL POWER & LIGHT	Water, JCP&L	Open	2,448.09	0.00 B
19-00069	01/09/19	01607	TREASURER, STATE OF NEW JERSEY	UCC Training Fees	Open	2,258.00	0.00 B
19-00120	01/17/19	00051	NJ NATURAL GAS CO.	DPW NJ Gas Service	Open	182.93	0.00 B
19-00232	02/22/19	00016	JERSEY CENTRAL POWER & LIGHT	DPW JCP&L	Open	2,006.20	0.00 B
19-00234	02/22/19	00349	VERIZON WIRELESS	Wireless Phone Service	Open	157.32	0.00 B
19-00253	02/26/19	00016	JERSEY CENTRAL POWER & LIGHT	Paddle Tennis JCP&L	Open	13.50	0.00 B
19-00292	03/08/19	00016	JERSEY CENTRAL POWER & LIGHT	Street Lighting, JCP&L	Open	2,373.94	0.00 B
19-00350	03/27/19	00349	VERIZON WIRELESS	Verizon Wireless Police	Open	201.00	0.00 B
19-00599	06/06/19	00349	VERIZON WIRELESS	Ipads and unlimited data	Open	160.04	0.00 B
19-00984	10/01/19	01472	RAYMOND F. HANBURY, PH.D.	Psychological Evaluations	Open	500.00	0.00 B
20-00009	01/10/20	01688	HORIZON BC/BS OF NJ DENTAL	2020 Dental	Open	2,983.34	0.00 B
20-00010	01/10/20	PRINCIPA	Principal Life Insurance Co	Life Ins. 2020	Open	246.76	0.00 B
20-00011	01/10/20	01142	STANDARD INSURANCE COMPANY	Short term disability Ins.	Open	278.25	0.00 B
20-00018	01/13/20	01912	STAPLES ADVANTAGE	Office Supplies	Open	59.01	0.00
20-00023	01/13/20	00295	ASBURY PARK PRESS	Legal advertising	Open	204.10	0.00 B
20-00025	01/13/20	00113	AHERN BLUEPRINTING, INC.	Copying Services	Open	12.00	0.00 B
20-00036	01/13/20	DYN01	Dynamic Testing Services	Drug & Alcohol Testing	Open	215.00	0.00 B
20-00039	01/13/20	00643	FEDERAL EXPRESS CORP.	Shipping Services	Open	220.18	0.00 B
20-00045	01/13/20	00016	JERSEY CENTRAL POWER & LIGHT	Electric Street Lights	Open	176.54	0.00 B
20-00046	01/13/20	00016	JERSEY CENTRAL POWER & LIGHT	Electric Service Library	Open	201.72	0.00 B
20-00049	01/13/20	00334	HOME DEPOT CREDIT SERVICES	Misc	Open	96.54	0.00 B
20-00071	01/14/20	00614	Optimum	Beach - Internet, Phone, TV	Open	510.41	0.00 B
20-00072	01/14/20	00614	Optimum	Water & DPW - Inter, TV, Phone	Open	53.09	0.00 B
20-00081	01/14/20	SB501	Stewart Business Systems	Printer/copier servicing	Open	204.41	0.00 B
20-00096	01/14/20	00349	VERIZON WIRELESS	2020 Service	Open	381.64	0.00 B
20-00103	01/14/20	00002	COUNTY OF MONMOUTH - COUNTY	2020 First half County tax	Open	1,542,087.29	0.00 B
20-00104	01/14/20	00003	COUNTY OF MONMOUTH - LIBRARY	First half 2020 Library Tax	Open	110,316.66	0.00 B
20-00105	01/14/20	00680	COUNTY OF MON. - OPEN SPACE	First Half 2020 Open Space Tax	Open	178,001.67	0.00 B
20-00107	01/14/20	00002	COUNTY OF MONMOUTH - COUNTY	Added Omitted	Open	61,329.70	0.00
20-00108	01/14/20	00003	COUNTY OF MONMOUTH - LIBRARY	Added Omitted	Open	4,411.83	0.00
20-00109	01/14/20	00680	COUNTY OF MON. - OPEN SPACE	Added Omitted	Open	7,103.63	0.00
20-00110	01/14/20	00530	FIRE SECURITY TECHNOLOGIES, INC	2020 Fire Alarm Monitoring	Open	1,506.48	0.00
20-00127	01/17/20	01686	W.B. MASON COMPANY, INC.	Labels	Open	63.92	0.00
20-00131	01/23/20	00044	B & B TROPHY	Name plates	Open	15.00	0.00 B
20-00132	01/23/20	01786	TOWNSHIP OF WALL	Reimburse Judge's Dues	Open	160.00	0.00
20-00136	01/23/20	01625	GRAINGER	Janitorial supplies	Open	628.35	0.00
20-00137	01/23/20	WHITE	Mark White Ph.D., P.A.	EAP 2020 Retainer	Open	1,800.00	0.00 B
20-00138	01/23/20	SAUER	H.C. Sauer, Inc.	Service well #5	Open	140.00	0.00
20-00139	01/23/20	01472	RAYMOND F. HANBURY, PH.D.	Psychological Exams	Open	1,500.00	0.00 B
20-00140	01/23/20	00060	MGL PRINTING SOLUTIONS	2020 Dog Tags	Open	224.00	0.00
20-00143	01/24/20	00007	VERIZON	Verizon Service	Open	124.92	0.00 B
20-00144	01/24/20	00008	AT&T	AT&T LD Library Final	Open	31.81	0.00 B
20-00145	01/24/20	00016	JERSEY CENTRAL POWER & LIGHT	Electric Beach	Open	300.24	0.00 B
20-00148	01/28/20	01741	PATRICIA PETERSON	Easter Supplies	Open	200.00	0.00

Total Purchase Orders: 45 Total P.O. Line Items: 0 Total List Amount: 1,926,106.01 Total Void Amount: 0.00

January 29, 2020
03:28 PM

BOROUGH OF SEA GIRT
Bill List By P.O. Number

Page No: 2

Totals by Year-Fund nd Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND	0-01	1,913,997.00	0.00	1,913,997.00	0.00	0.00	1,913,997.00
WATER OPERATING	0-05	376.84	0.00	376.84	0.00	0.00	376.84
BEACH OPERATING	0-09	1,190.65	0.00	1,190.65	0.00	0.00	1,190.65
DOG LICENSE TRUST	0-32	224.00	0.00	224.00	0.00	0.00	224.00
Year Total:		1,915,788.49	0.00	1,915,788.49	0.00	0.00	1,915,788.49
CURRENT FUND	9-01	7,591.01	0.00	7,591.01	0.00	0.00	7,591.01
WATER OPERATING	9-05	2,552.97	0.00	2,552.97	0.00	0.00	2,552.97
BOARD OF RECREATI	9-26	13.50	0.00	13.50	0.00	0.00	13.50
Year Total:		10,157.48	0.00	10,157.48	0.00	0.00	10,157.48
WATER CAPITAL	W-06	160.04	0.00	160.04	0.00	0.00	160.04
Total of All Funds:		1,926,106.01	0.00	1,926,106.01	0.00	0.00	1,926,106.01

**SHARED SERVICES AGREEMENT
FOR THE USE OF MONMOUTH COUNTY'S OPEN
PUBLIC RECORDS SEARCH SYSTEM-RECORDS
INFORMATION MANAGEMENT MODULE**

THIS SHARED SERVICE AGREEMENT ("Agreement") is made this 11th day of March 2020 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 (hereinafter referred to as "Monmouth"), and Township of Sea Birt, having its principal offices located at 321 Baltimore Blvd, Sea Birt (hereinafter referred to as the "Sublicensee").

WITNESSETH

WHEREAS, The Open Public Records Search System- Records Information Management Module, including its related software products, services and websites (collectively referred to as "OPRS-RIM") provides for the Inventory Management, Retention Management, and Disposition Management of official records (base functionality) and Imaging module that includes scanning of paper records into TIFF images including long term storage, search, and retrieval of scanned images of original signed documents; and

WHEREAS, OPRS-RIM is owned by its developer, namely Sunrise Systems, Inc. ("Sunrise"); and

WHEREAS, Monmouth has obtained a limited license from Sunrise for use of OPRS-RIM; and

WHEREAS, Under the terms of its license, Monmouth may operate an OPRS-RIM web-based system for itself and may also sublicense the use of the system for use by other contracting units, including school districts, in Monmouth County, New Jersey.

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

Terms of Agreement

1. **Grant of Sublicense.** Monmouth hereby grants the Sublicensee a sublicense to use OPRS-RIM through Monmouth's web-based system, under the terms of this Agreement.

2. **Costs.** The Sublicensee shall pay to Monmouth:

(a) **Annual maintenance for OPRS-RIM.** For the Base Module and the Imaging Module participating municipalities shall annually pay the amount of \$3,300.00, computed as follows:

- \$2,100.00 to Sunrise for Maintenance and Support
- \$640.00 for hosting by Monmouth
- \$560.00 reserve for future Server/SAN image storage upgrades

- (b) Enhanced-release costs of additional releases and any other future add-ons and modules, as mutually agreed upon by the parties.
- (c) Annual maintenance costs for additional releases and any other future add-ons and modules, as mutually agreed upon by the parties.
- (d) In the event Monmouth fails to receive funding from other sources such as New Jersey's PARIS Grant program, annual payments remain the sole responsibility of the Sublicensee.

3. Other Costs:

- (a) The Sublicensee will retain Sunrise directly to perform any customization, data conversion or future additional training and implementation services required by the Sublicensee.
- (b) The Sublicensee will also provide the necessary personal computer(s), scanner(s), printer(s) and internet connection for the proper operation of OPRS-RIM. For current operating requirements, see Exhibit "A" attached.

4. Maintenance and Support:

- (a) Monmouth intends to maintain an ongoing agreement with Sunrise for Basic Maintenance and Support Services. In the event of any major changes in the maintenance and support arrangements with Sunrise, all Sublicensees in good standing under this Agreement will receive prior and timely notification of such changes.
- (b) Whenever new major releases of the software are planned, all Sublicensees in good standing under this Agreement will receive notification of the new release and be afforded a reasonable time for acceptance testing prior to the deployment of the release(s).
- (c) Prior to the general use of OPRS-RIM by Sublicensee, both parties will put in place a mutually agreed process for Technical Problem Notification and follow-up. Bug Reports of known problems which could potentially impact the sublicenses issued by Sunrise will be disseminated by Monmouth, with projected completion dates for bug fixes, if available.
- (d) The parties and Sunrise will also put in place a mutually agreed process for (a) User Acceptance Testing of problem fixes; (b) Notification to Sublicensees of planned system outages; (c) Training of Sublicensee's users and (d) the availability of appropriate user documentation for OPRS-RIM.

5. Copyright & Trademark Acknowledgement:

- (a) OPRS-RIM is the exclusive property of Sunrise Systems, Inc. ("Sunrise"). Sunrise owns the title, copyright, and other intellectual property rights in OPRS-RIM. OPRS-RIM is licensed, not sold. OPRS-RIM is protected by copyright and other intellectual property laws and treaties. Except for those rights expressly granted by Sunrise, Sunrise retains all proprietary rights to OPRS-RIM.
- (b) OPRS-RIM may not be reproduced, exploited, modified, transmitted, licensed or distributed without the prior written consent of Sunrise. The licensee, Sublicensees and other users shall not disassemble, decompile, or reverse engineer OPRS-RIM.

6. Ownership of Images, Metadata, and Database Information:

- (a) Sublicensee 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 images, associated metadata and database information of the Sublicensee remain the sole property of the Sublicensee. Monmouth may not make any portion of this information deposited in the repository available to the public without the prior written consent of the Sublicensee.
- (c) The Sublicensee remains the sole custodian of the records that it retains within the RIM environment, and is therefore responsible for handling its own Open Public Records Act (OPRA) requests. Unless required by law or court order, Monmouth will not produce records on Sublicensee's behalf in accordance with OPRA or any other records production laws.

7. Term of Agreement. This Agreement shall be effective through June 30, 2024, unless sooner terminated or extended.

8. 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 Sublicensee fails to make timely payment(s) required under this Agreement.
- (b) If the underlying agreement between Monmouth and Sunrise is terminated for any reason, Monmouth shall promptly notify all Sublicensees of such termination and the effective termination date, whereupon this Agreement shall terminate.
- (c) If the agreement between Monmouth and the Sublicensee is terminated for any reason, upon the written request of the Sublicensee, Monmouth shall, within sixty (60) days from the effective termination date, provide the Sublicensee with a copy of all images and metadata stored within the County's OPRS-RIM system for the Sublicensee ("Sublicensee'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 Sublicensee's data.

9. Dispute Resolution:

- (a) The parties will attempt to resolve any dispute(s) between them, in good faith, through non-binding mediation. Either party may demand such mediation by written notice to the other party. The written notice shall contain at least (a) a brief statement of the nature of the dispute, and (b) the name, address and phone number of that party's designated representative for purposes of mediation. The other party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation. The respective designees shall thereupon, and promptly, with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, or if

they prefer, they shall choose a reputable mediation firm. Any mediation firm so chosen shall present a list of at least five proposed mediators to the parties and shall provide the parties with a summary of each person's qualifications to serve as the mediator. Each party shall rank the proposed mediators in order of preference. The fifth and any lower ranked persons on each list will be excluded from further consideration. The chosen mediator shall be the remaining person who is the combined highest ranking mediator on both preference lists, after deleting all excluded persons. In the event of a tie, the mediator shall be chosen by lot. The parties will not be bound by the Rules of Evidence in presenting their positions before the mediator. Each party will bear its own costs of participation in mediation and they will divide the costs of the mediator equally. If, after a good faith effort to resolve the dispute through mediation, the dispute is not resolved, either party may terminate the mediation by written notice to the mediator and to the other party, whereupon either party may submit the dispute to the Superior Court of New Jersey, Monmouth County, for adjudication, which Court shall have exclusive original jurisdiction over the dispute.

- (b) Monmouth agrees to continue providing the Sublicensee access to the OPRS-RIM system and all data during the pendency of a dispute.

10. Other Agreements Permitted. This Agreement does not preclude the Sublicensee from negotiating directly with Sunrise, independent of this Agreement, for any additional products, services, enhancements or add-ons, including the capability to host an independent OPRS-RIM portal site. Any separate agreement in this regard must be negotiated directly with Sunrise, including all contractual terms and conditions, licensing arrangements and all costs associated with infrastructure and hosting requirements, customizations and enhancements, county integration, submitter interfaces and future upgrades and enhancements.

11. Limitation of Liability/Indemnification:

- (a) Monmouth makes no warranties, either express or implied under this Agreement. Monmouth shall not be liable to the Sublicensee for damages of any kind arising from Monmouth's non-performance or flawed performance under this Agreement.
- (b) The Sublicensee 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 Sublicensee, its officers, agents and employees.

12. Terms of Use and Notices. In order to access Monmouth's OPRS-RIM system, the Sublicensee 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 Sublicensee agrees to the terms of Exhibit B.

13. Support Process. The OPRS-RIM Support Process attached hereto as Exhibit "C" 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 in the event that any such delay or failure in performance occurs and keep the other party apprised of developments and mitigation effort with respect thereto.

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: Elizabeth Perez, Shared Services Coordinator
Email: elizabeth.perez@co.monmouth.nj.us
Fax:

To the Sublicensee:

Borough of Sea Birt
321 Baltimore Blvd.
Sea Birt NJ 08750
Attn: A Carafa RMC

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:

Freeholder Director

Date:

ATTEST:

Lorraine P. Carapa RMC

By:

John Farrell
Title: Mayor

Date:

3-11-2020

Exhibit "A"

END USER PC(s)

Hardware:

- Compaq or equivalent IBM Compatible PC with single processor at 1GHZ or above speed, 2GB RAM, 100GB Hard Disk
- 19 inch Color *Monitor* with 1280 x 1024 Resolution
- Desktop Twain Compatible Document Scanner with support for TIFF file format required for Image Scanning functions
- Direct attached or network attached Inkjet or Laser Printer for report printing and forms printing

Software:

- Microsoft Windows XP or above operating system
- Microsoft Internet Explorer 7
- Adobe Acrobat 7 or above

Network Connectivity:

- Broadband network connectivity to the Internet for access to OPRS-RIM system hosted at County of Monmouth

Exhibit "B"

OPRS-RIM: Terms of Use

1. OVERVIEW

This document establishes the basic terms of use with regard to your access to and use of the Records Inventory Management System ("RIM"). You are a municipality (the "Municipality") within the County of Monmouth of the State of New Jersey, which is sublicensed to access and use RIM by the County of Monmouth (the "County"), which is licensed to accept, provide access to and manage stored document submissions through the RIM system, under a license agreement between the County and Sunrise Systems, Inc. ("Company"), which is the proprietor of RIM.

This document governs your use of RIM software and/ or its related products, services, system, and websites (collectively referred to as "OPRS-RIM"). All use of RIM is subject to the terms and conditions ("Terms") of this document, provided, however, that additional and/or other terms of use may and/or shall apply with respect to the RIM system licensed, hosted and operated by the County, as specified on the website. Any use of such web pages constitutes your agreement to abide by the respective and applicable Terms.

THE COUNTY AND THE COMPANY OFFER OPRS-RIM CONDITIONED ON YOUR ACCEPTANCE WITHOUT MODIFICATION OF THESE TERMS. YOUR USE OF THE OPRS-RIM CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS. THESE TERMS CONTAIN DISCLAIMERS OF WARRANTIES AND LIABILITY AND AN EXCLUSIVE REMEDY WITH LIMITATIONS. THESE PROVISIONS FORM AN ESSENTIAL BASIS OF YOUR USE OF OPRS-RIM.

NOTICE: This site is maintained by the County and the Company and is protected by various provisions of Title 18 of the U.S. Code. Violations of Title 18 are subject to criminal prosecution in a federal court. For site security purposes, as well as to ensure that this service remains available to all users, we use software programs to monitor traffic and to identify unauthorized attempts to upload or change information or otherwise cause damage. In the event of authorized law enforcement investigations and pursuant to any required legal process, information from these sources may be used to help identify an individual.

DISCLAIMER OF LIABILITY : The County and Company do not warrant or assume any legal liability or responsibility for the accuracy, completeness or usefulness of any information, apparatus, product or process disclosed.

2. MODIFICATION OF THESE TERMS

The County and the Company reserve the right to change the terms, conditions, and notices under which they offer the OPRS-RIM, including any charges associated with the use of the OPRS-RIM. The Municipality is responsible for regularly reviewing these terms, conditions and notices, and any additional terms posted on OPRS-RIM system. Your continued use of the OPRS-RIM after the effective date of such changes constitutes your acceptance of and agreement to such changes.

3. ADDITIONAL TERMS

Any OPRS-RIM product, feature or website may itself contain additional terms (for example, codes of conduct or guidelines) that further govern use of OPRS-RIM, including without limitation, particular features or offers. If any terms contained in this document conflict with any terms contained within an OPRS-RIM product, feature or web site, then the terms in this document shall control.

4. ELECTRONIC COMMUNICATIONS

When the Municipality accesses the OPRS-RIM system or sends e-mails to the County or the Company, you are communicating with us electronically. You consent to receive communications from us (the County and/ or the Company) electronically. We will communicate with you by e-mail or by posting notices on this site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

5. COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS

All information and data input or submitted into OPRS-RIM System by authorized and licensed users ("User Content" or "Submission") shall be owned by and deemed to be the property of the County or the Municipality which input or submitted the information or data.

The Company owns the title, copyright, and other intellectual property rights in OPRS-RIM. OPRS-RIM is licensed, not sold. OPRS-RIM is protected by copyright and other intellectual property laws and treaties. The Company retains all proprietary rights to the OPRS-RIM.

OPRS-RIM may not be reproduced, exploited, modified, transmitted, licensed or distributed without the prior written consent of Company. You will not disassemble, decompile, or reverse engineer OPRS-RIM.

Copyright© 2002-09 Sunrise Systems, Inc.

All rights reserved.

6. RESTRICTED LICENSE AND SITE ACCESS

The Company has granted the County and its Sublicensee municipalities limited license to access and make use of OPRS-RIM, subject to these Terms. OPRS-RIM and any portion thereof may not be reproduced, duplicated, copied, downloaded, sold, resold, visited, or otherwise exploited for any commercial purpose without the express prior written consent of the Company.

The Municipality will not use OPRS-RIM in any way that is unlawful, or harms the County, the Company, its affiliates, resellers, distributors, service providers and/or suppliers (collectively referred to as "Affiliates") or any customer of Company or Affiliates. The County and/or the Company may tell you about certain specific harmful uses in a code of conduct or other notices available through OPRS-RIM, but have no obligation to do so. You may not use the OPRS-RIM in any way that breaches any law, code of conduct, policy or other notice applicable to the OPRS-RIM. Without limiting the generality of this section, you may not use OPRS-RIM in any manner that could damage, disable, overburden, or impair OPRS-RIM (or the network(s) to which OPRS-RIM is connected) or interfere with any other party's use of OPRS-RIM.

The Municipality may not frame or utilize framing techniques to enclose any trademark, logo or other proprietary information (including images, text, page layout and form) of the Company and/or its Affiliates without the express written consent of the Company. You may not use any meta tags or any other "hidden text" utilizing the Company's name or Marks without the express written consent of the Company. Any unauthorized use terminates all licenses granted by the County and shall subject the violator to civil damages and criminal prosecution.

7. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY; AND EXCLUSIVE REMEDY

OPRS-RIM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COUNTY AND THE COMPANY MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF OPRS-RIM, OR AS TO THE INFORMATION, CONTENT OR MATERIALS INCLUDED ON OPRS-RIM. YOU EXPRESSLY AGREE THAT

YOUR USE OF OPRS-RIM IS AT YOUR SOLE RISK, INCLUDING WITHOUT LIMITATION, THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, AND ACCURACY. THIS INCLUDES WITHOUT LIMITATION (1) WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, ACCURACY, TITLE, QUIET ENJOYMENT, NO ENCUMBRANCES, NO LIENS AND NONINFRINGEMENT, (2) WARRANTIES OR CONDITIONS ARISING THROUGH COURSE OF DEALING OR USAGE OF TRADE, AND (3) WARRANTIES OR CONDITIONS THAT ACCESS TO OR USE OF OPRS-RIM WILL BE UNINTERRUPTED OR ERRORFREE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT.

THE OPRS-RIM FEATURES AND FUNCTIONS MAY CHANGE IN ANY WAY, AT ANY TIME AND FOR ANY REASON. YOU ACKNOWLEDGE AND AGREE THAT THE COUNTY AND THE COMPANY ARE NOT RESPONSIBLE OR LIABLE FOR (1) ANY CONTENT, INCLUDING WITHOUT LIMITATION, ANY INFRINGING, INACCURATE, OBSCENE, INDECENT, THREATENING, OFFENSIVE, DEFAMATORY, TORTIOUS, OR ILLEGAL CONTENT, OR (2) ANY THIRD PARTY CONDUCT, TRANSMISSIONS OR DATA. IN ADDITION, YOU ACKNOWLEDGE AND AGREE THAT THE COUNTY AND THE COMPANY ARE NOT RESPONSIBLE OR LIABLE FOR (1) ANY VIRUSES OR OTHER DISABLING FEATURES THAT AFFECT YOUR ACCESS TO OR USE OF OPRS-RIM, (2) ANY INCOMPATIBILITY BETWEEN OPRS-RIM AND OTHER WEB SITES, SERVICES, SOFTWARE AND HARDWARE, (3) ANY DELAYS OR FAILURES YOU MAY EXPERIENCE IN INITIATING, CONDUCTING OR COMPLETING ANY TRANSMISSIONS OR TRANSACTIONS IN CONNECTION WITH OPRS-RIM IN AN ACCURATE OR TIMELY MANNER, OR (4) ANY DAMAGES OR COSTS OF ANY TYPE ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF ANY SERVICES AVAILABLE FROM THIRD PARTIES THOUGH LINKS CONTAINED ON OPRS-RIM SITES.

THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8. TERMINATION; ACCESS RESTRICTION

For good cause, the County or the Company may terminate or suspend your access to OPRS-RIM at any time upon notice to you. Upon such termination or

suspension, your right to use OPRS-RIM will immediately cease, but any information or data that you have stored on OPRS-RIM will be promptly returned to you.

9. APPLICABLE LAWS

By accessing this System, you agree that the statutes and laws of the state of New Jersey will apply to all matters relating to use of this System.

You also agree and hereby submit to the exclusive personal jurisdiction and venue of the Superior Court of New Jersey and the United States District Court for the District of New Jersey with respect to such matters.

10. GENERAL TERMS.

If any part of this document is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this document will continue in effect. You may not assign your sublicense rights in OPRS-RIM.

11. LINKS TO EXTERNAL SITES

The OPRS-RIM and related web sites may contain links to external, third-party web sites and software. Neither the County nor the Company is responsible for the contents or transactions of any linked site or any link contained in a linked site that is not under the control of the County or the Company. Any such links are provided by the County or the Company only as a convenience, and the inclusion of a link does not imply endorsement of the linked site or its products or services by the Company. Users assume complete responsibility and risk in their use of any external sites.

12. LIMITED TIME TO BRING CLAIMS

ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE OPRS-RIM MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

Exhibit "C"

OPRS-RIM Support Process

Below is the proposed OPRS-RIM System Support process between Monmouth County (Monmouth or Host), the Municipality (Sublicensee) and Sunrise Systems, Inc. (Sunrise) for the ongoing use of OPRS-RIM System:

Support Personnel

- Sublicensee will appoint an OPRS-RIM Administrator (Sublicensee Administrator), whose role and responsibilities will include:
 - Registration and Authorization of internal agency users
 - Training of internal users
 - Primary contact point to help internal users with system use (Level 1 Help}
 - Notification of unresolved problems, bugs, and other support issues for OPRS-RIM
 - System to Sunrise
 - Notification to Sunrise and Host of any planned/unplanned outages of Network and IT Infrastructure at Sublicensee offices.
 - Coordination of maintenance and support activities amongst Sublicensee's Information Services Department, external vendors, and other support personnel for locally installed equipment
- Monmouth's Office of Records Management (ORM) and Information Technology Services Department will assign knowledgeable technical resources personnel (Monmouth Support), whose role and responsibilities will include:
 - Deployment and ongoing operations and administration of OPRS-RIM System Host infrastructure as per Monmouth County standards and practices, including backup and recovery of data and images
 - Assist Sunrise and Sublicensee with problem diagnosis and resolution of Network Connectivity from Host infrastructure to Sublicensee
 - Notification to Sublicensee and Sunrise of any planned and/ or unplanned outages of OPRS-RIM System Host Infrastructure
 - Coordination of maintenance and support activities amongst Host's External Vendors, and other support personnel for the proper operation of the system and network
- Sunrise will assign knowledgeable technical resources personnel (Sunrise Support), whose role and responsibilities will include:

- Design, Development and Deployment of OPRS-RIM System software
- Assist Host with User Acceptance Testing of new feature/functions
- For each new release of OPRS-RIM System software, provide applicable updates to Help and online documentation
- Provide assistance to Sublicensee Administrator for resolution of problems and issues related to the operation and use of OPRS-RIM System (Level2 Help).
- As applicable, provide fixes and/or patches for OPRS-RIM System software within a mutually agreed to timeframe for each incident
- Notification and escalation to Monmouth County for problems and issues related to the Host Infrastructure

Support Hours

- The support hours for various activities to be addressed by Sublicensee, Sunrise, and Host are:

Activities	Support Hours
Design, Development, and Testing of OPRS-RIM System Software	Monday to Friday (9:00 AM to 5:00 PM) - Excluding public holidays
Level 2 Help for OPRS-RIM System	Monday to Friday (9:00AM to 5:00PM) - Excluding public holidays
Scheduled Maintenance, Upgrades, and Patches/Fixes	Monday to Friday (6:00 PM to 10:00 PM) and Saturday/Sunday (9:00 AM to 5:00 PM) - Excluding public holidays
Total outage of OPRS-RIM System - Use for a Sublicensee	Monday to Friday (9:00AM to 5:00PM) - Excluding public holidays
Data and image recovery for a Sublicensee	Monday to Friday (9:00AM to 5:00PM) - Excluding public holidays
Total outage of OPRS-RIM System Use for all Users	Continuous Best Efforts - Excluding public holidays