

**MINUTES - REGULAR MEETING**  
**December 9, 2020**

**NOTICE IS HEREBY GIVEN THAT THE BOROUGH COUNCIL MEETING SCHEDULED FOR DECEMBER 9, 2020 WILL BE A VIRTUAL MEETING; THE MEETING WILL COMMENCE AT 7:00 PM. PLEASE USE THE FOLLOWING INFORMATION, INCLUDING THE PASSCODE SHOWN BELOW, TO LOG IN TO THE MEETING:**

Topic: Council Regular Meeting  
Time: December 9, 2020 07:00 PM Eastern Time (US and Canada)

Join Zoom Meeting  
<https://us02web.zoom.us/j/82039069880>

Meeting ID: 8203906 9880  
Passcode: 850807

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**CALL TO ORDER AT 7:00 PM**

1. **MOMENT OF SILENCE**
2. **SALUTE TO THE FLAG**
4. **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 meeting has been given by posting a notice on the Borough's website and 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.

5. **ROLL CALL:**

	<b>Present</b>	<b>Absent</b>
Mayor Farrell	X	
Councilman Clemmensen	X	
Councilman Mastroilli	X	
Councilman Begley	X	
Council President Fetzer	X	
Councilwoman Giegerich	X	
Councilwoman Anthony	X	

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. The public is invited to remain until the Council returns to public session. **UPON MOTION** of Council President Fetzer, seconded by Councilwoman Anthony, carried, that the following **Resolution No. 203-2020** 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:
  - Denis Lauzon and Candice Kadimik v. the Borough of Sea Girt and the Avon Hotel Corp. t/a The Parker House;
  - a. 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;
  - b. Denis Lauzon v. Borough of Sea Girt;
  - c. Contract negotiations;
  - d. Personnel matters.
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 Mastrorilli	X			
Councilman Begley	X			
Council President Fetzer	X			
Councilwoman Giegerich	X			
Councilwoman Anthony	X			

The Council returned to public session at 7:40 PM and the order of the Agenda resumed.

#### 6. Monument Committee Presentation

Robert Ferguson, Chairman of the Monument Memorial Committee advised the committee has reviewed procedures to recognize deserving Sea Girt residents by placing their name on a Memorial Monument located in the Plaza. The purpose is to permanently recognize those who have contributed significantly to Sea Girt in an extraordinary way, going above and beyond. The nominee must have resided in Sea Girt for any period; been deceased for one year;

their contribution must have been made as result of the nominee's personal commitment, and not as a result of his or her employment or public responsibilities. Nomination form submitted must contain the nominee's significant contributions and achievements worthy of this honor. Forms are available at Borough Hall and on our website at [www.seagirtboro.com](http://www.seagirtboro.com). The nomination period will run from January 1 through February 28, inclusive. Application must be returned to the Borough Hall by February 28<sup>th</sup> of the year of application.

#### **7. Citizens Business Districts Report**

John Ward presented a report on the Citizens Business District at the August Council meeting and he was recognized to state his comments: the Citizens Business District Report was formally presented by me as chair of that group. In the three months that have passed, the Planning Board specifically requested the Council to address two of the key findings, namely the creation of a Downtown Advocate position and the feasibility of a mid-block pedestrian crossing on Washington Boulevard between Fifth and Sixth Avenues. It is my understanding that the Planning Board Chair will be asking the Board to make a similar request for the consideration of a third key finding, namely, a pedestrian bridge over the railroad tracks north of the Library that would be a major factor in better utilization of the Borough owned property on the west side of the railroad tracks. This would certainly complement the Bike Path proposal introduced at the last Council meeting.

He further stated that the report contained six major findings and recommendations. I have mentioned three of them above. To date little, if, any Council actions have been discussed publicly. In tonight's Administrator's report is a two-line comment stating the Public Safety Committee is taking no action on the mid-block crosswalk pending further discussion with the business owners.

It should be noted that the genesis of the Report was from the citizens of Sea Girt, not the business owners. It was a direct result of recommendations contained in the 2018 Master Plan Revision and the August 2019 public meeting of the Planning Board. The Committee spent hundreds of hours soliciting feedback from our fellow citizens – we received over 100 ideas in our mailbox alone! Extensive research was done on better/best practices other communities have done to enhance their downtowns.

It should be remembered that these ideas were citizen driven – many in the business community we interviewed were happy with the status quo. However, many residents were desirous of an improved downtown.

In conclusion, he asked the Council to be upfront and transparent about the findings in the Report. We can accept a reasoned "can't do"; what we cannot accept is that the findings just get buried in the pile of other things the Council must focus on. A roadmap has been given to the Council; you are fully within your rights to disagree or modify the recommendations. Just say so in a detailed public way so we can all move on to make Sea Girt and even better community.

Councilwoman Giegerich commented she supports the Downtown Committee; however, she doesn't support a paid "Director" position; she noted that we have volunteers in Sea Girt who can be resources for the business district. She also noted she does not support losing parking spaces and has concerns that a railroad track overpass could be a huge project and costly; she thanked the committee for their efforts.

Councilman Mastrorilli stated that he appreciates the Committee's efforts and asked for patience during these unprecedented times.

Councilwoman Anthony commented that she spoke with Mrs. Miller regarding pop-up farmer markets; she noted she would like to create a volunteer committee to organize these types of events; she added she does not support a pedestrian walkway and thanked the committee for their efforts.

Mrs. Miller thanked Mr. Ward for his expertise; she is optimistic that the Borough can have successful pop-up farmer markets and she suggested a trial of three markets when safe to socialize. Mr. Ward commented that he supports a paid Director position. Mrs. Miller will present a proposal including a budget and resume to Council for their consideration of a paid Director. Council President Fetzer supports a paid Director.

Councilman Begley stated that he appreciates the Committee's leadership noting that the Public Safety Committee looked into the pedestrian walkway and will further review that suggestion in the near future; he added that a pedestrian bridge could be difficult because of NJ Transit and the crosswalk because Washington Boulevard is a county road.

Mr. Ward would like to see pedestrians safely cross Washington Boulevard from both sides of the street to promote businesses.

Councilman Clemmensen commented that he would appreciate a job description and plan for a part-time downtown advocate.

#### 8. MINUTES

- **Resolution No. 204-2020:** Approve Minutes, November 10, 2020 Regular Meeting - Virtual

**UPON MOTION** of Councilman Mastorilli, seconded by Councilwoman Anthony, carried, that the Minutes of the Virtual Regular Meeting held November 10, 2020 be and the same are hereby approved.

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			

#### 9. OPEN DISCUSSION

Mayor Farrell commented on the rise of Covid-19 cases in Sea Girt, he asked residents to please wear a mask and maintain social distance. He also reminded the public to please clean up after your dog.

Council President Fetzer commented the Borough has adapted to many changes in 2020; he congratulated all the retirees and commended them for everything they have done for the Borough; he also thanked the employees, volunteers and council members for all their efforts throughout the year.

#### 10. OLD BUSINESS: None

#### 11. NEW BUSINESS

**A. Resolution No. 205-2020: Amend Shared Services Agreement with Brielle**

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

**WHEREAS**, the Borough of Brielle and the Borough of Sea Girt, pursuant to *N.J.S.A. 40:8-1 et seq.*, entered into a Shared Services Agreement for the operation of the Fire Prevention Bureau; and,

**WHEREAS**, the Borough of Brielle requested the expansion of services provided under the Agreement to include CCO inspection services and said services were supplied by the Provider on a trial basis from July through December, 2020; and,

**WHEREAS**, the Provider and Recipient are satisfied that the services were satisfactorily provided during the trial period and the Parties wish to formally amend the existing Agreement to include CCO inspection services and set the fee for the same pursuant to the attached Addendum.

**NOW, THEREFORE, BE IT RESOLVED**, that the Addendum to the current Shared Services Agreement effective through December 31, 2024, inclusive, be and the same is hereby approved.

**BE IT FURTHER RESOLVED** that the Recipient shall remit to the Provider a single payment in December 2020 an amount equal to 70% of the total fees collected in 2020 for each inspection completed during the trial period, totaling \$7,175.00.

**BE IT FURTHER RESOLVED** that for the period beginning January 1, 2021 through December 31, 2024, inclusive, the Recipient shall remit to the Provider the amount equal to 70% of all fees collected for each inspection; said payment shall be remitted in quarterly increments due before the 30<sup>th</sup> of April, July, October and December in each year of the Agreement.

**BE IT FURTHER RESOLVED** that the terms and conditions of this Resolution and the attached Addendum shall be incorporated into the existing formal shared service agreement to be executed by the Mayors and attested to by the Municipal Clerks of the two participating municipalities.

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			

**B. Resolution No. 206-2020: Authorize letter of interest re: NGTC land lease for municipal use**

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

**WHEREAS**, the Borough of Sea Girt has been advised that a portion of the property known as Block 106, Lot 1, also known as the National Guard Training Center, may be available for lease by the Borough to be utilized for municipal purposes.

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and Municipal Clerk be and they are hereby authorized to contact the appropriate National Guard officials to advise of the Borough's interest in leasing a portion of the property as identified above to be utilized for municipal purposes.

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			

**C. Sea Girt Library:**

- a. **Resolution No. 207-2020:** Appoint Sea Girt Library Trustees – Susan Blasi, Patricia (Trish) Connor, Jean McFadden, James (Jim) Mulvihill, Devon Smith (Mayor and School Superintendent are statutorily designated members of the Board);

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

**WHEREAS**, the Borough of Sea Girt's withdrawal from the Monmouth County Library System will be effective on December 31, 2020; and,

**WHEREAS**, *N.J.S.A. 40:54-1 et seq.* requires that a Board of Trustees consisting of the Mayor and Superintendent of Schools and five residents be named to oversee the operations of the independent local library; and,

**WHEREAS**, the Mayor in consultation with the Library Director, Lisa Luke, has named the following persons to serve as the initial Board of Library Trustees:

Susan Blasi (through December 31, 2023, inclusive)  
Patricia Connor (through December 31, 2023, inclusive)  
Jean McFadden (through December 31, 2024, inclusive)  
James Mulvihill (through December 31, 2024, inclusive)  
Devon Smith (through December 31, 2025), and,

**WHEREAS**, succeeding terms of the Board members shall be for full five year terms.

**NOW, THEREFORE, BE IT RESOLVED** that the persons named above be and they are hereby appointed to serve as the initial Sea Girt Library Board of Trustees.

**BE IT FURTHER RESOLVED** that a certified copy of this Resolution shall be supplied to each person named and Library Director Lisa Luke for their information.

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			

- b. **Resolution No. 208-2020:** Appoint Children's and Assistant Library, Patricia Peterson, p/t, 10 hours/week, \$15.00/hour

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

**WHEREAS**, the Borough of Sea Girt's withdrawal from the Monmouth County Library System will be effective on December 31, 2020; and,

**WHEREAS**, the Library is in need of a Children's Librarian to provide services to Library patrons that were previously provided through the Monmouth County Library System; and,

**WHEREAS**, Patricia Peterson previously served as the Interim Librarian and would be willing to serve again as the Children's Librarian, duties to include assisting with Library operations.

**NOW, THEREFORE, BE IT RESOLVED** that Patricia Peterson be and she is hereby appointed as the part-time Children's Librarian and Library Assistant at the rate of \$15.00 per hour for not more than 10 hours per week retroactive to December 1, 2020 to enable her participation in the training for new Library software to utilized after the official withdrawal from the Monmouth County Library System, in addition to her duties as Recreation Director.

**BE IT FURTHER RESOLVED** that a certified copy of this Resolution shall be supplied to Patricia Peterson, Library Director Lisa Luke and the Chief Financial Officer for their information and further action as necessary.

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. 209-2020:** Award contract, The Plaza Streetscape Project

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

**WHEREAS**, the Borough of Sea Girt advertised for bids on November 5, 2020 in accordance with the specifications prepared by Leon S. Avakian, Inc. for the Project known as The Plaza Streetscape

Improvements in the Borough of Sea Girt, Monmouth County, NJ and received bids on November 25, 2020; and,

**WHEREAS**, four vendors requested Bid Specifications with all vendors returning completed bid packages by the date and time required in the Bid Specifications:

BIDDER	BASE BID
Fernandes Construction, Inc., Monroe, NJ	\$297,994.92
Esposito Construction, Matawan, NJ	309,325.50
Black Rock Enterprises, LLC, Old Bridge, NJ	310,000.00
S. Brothers Construction, South River, NJ	337,360.80

**WHEREAS**, bids have been reviewed by the QPA and Borough Engineer for compliance with the Local Public Contracts Law, *N.J.S.A. 40A:11*, et seq.; and,

**WHEREAS**, the Borough Engineer recommends the award of the contract to the lowest responsive bidder, Fernandes Construction, Inc., Monroe, NJ in accordance with the Local Public Contracts Law, *N.J.S.A. 40A:11*, et seq.; and,

**WHEREAS**, funds are available for this Project and the Chief Financial Officer has so certified; and,

**NOW, THEREFORE, BE IT RESOLVED** as follows:

1. The bid of the lowest responsive bidder, Fernandes Construction, Inc. is accepted subject to all conditions outlined in the Notice to Bidders, the Bid Specifications and Contract Documents, in the amount of \$297,994.92.
2. The Mayor and Municipal Clerk are hereby authorized to execute the contract with Fernandes Construction, Inc. for the said Project.
3. The Borough Clerk is authorized to return the bid bond and/or other security received from the unsuccessful bidder(s) within three (3) days after execution of the contract and to notify all bidders of the award of the contract.

**BE IT FURTHER RESOLVED** that a certified copy of this Resolution shall be supplied to the following for their information and action:

1. Fernandes Construction, Inc. Monroe, NJ
2. Leon S. Avakian, Inc.
3. Chief Financial Officer, Edward J. Hudson
4. Ray Bogan, Esq., Borough Attorney
5. QPA Lorraine P. Carafa

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			



Borough Attorney Ray Bogan requested the Order of the Agenda be changed at this time to address the Sitar resolution Settlement Agreement with 501 Washington Blvd, LLC, at als.

- E. **Resolution No. 213-2020:** Authorizing the Borough of Sea Girt to Enter into a Settlement Agreement with 501 Washington Blvd, LLC, 503 Washington Blvd., LLC, Sitco Sea Girt, LLC and Sea Girt Fifth Avenue LLC.

Mayor Farrell commented there are nineteen total units in two buildings to be constructed, sixteen luxury apartments and three (3) affordable units. He noted that this is a reduction from the forty-two (42) units originally proposed; he noted he does not want to face a Judge with zero affordable housing in Sea Girt.

Borough Attorney Bogan explained the purpose of the Resolution was necessary after a Builder's Remedy lawsuit was filed for construction of affordable housing units; after consultation with Councilmembers, it was decided to pursue a settlement.

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

**WHEREAS**, 501 Washington Blvd, LLC ("501 Washington"), 503 Washington Blvd., LLC ("503 Washington"), SITCO Sea Girt, LLC ("SITCO"), and Sea Girt Fifth Avenue LLC ("Sea Girt Fifth") (collectively, the "Developer") filed a Mount Laurel exclusionary zoning suit with the Superior Court of New Jersey, entitled 501 Washington Blvd, LLC, 503 Washington Blvd., LLC, Sea Girt Fifth Avenue LLC, Sitco Sea Girt, LLC v. Borough of Sea Girt, Borough Council of Sea Girt, and Sea Girt Planning Board, Docket No. MON-L-000102-20, seeking a builder's remedy against the Borough of Sea Girt (the "Borough"), the Borough Council of Sea Girt (the "Borough Council"), and the Planning Board of the Borough of Sea Girt (the "Board") (the "Builder's Remedy Action"); and

**WHEREAS**, 501 Washington is the owner of a property within the Borough located at 501 Washington Boulevard and identified as Block 76, Lot 1 (the "501 Property"); 503 Washington is the owner of a property within the Borough located at 503 Washington Boulevard and identified as Block 76, Lot 2 (the "503 Property"); SITCO is the owner of a property within the Borough located at 500 Washington Boulevard and identified as Block 77, Lot 16 (the "500 Property"); and Sea Girt Fifth is the owner of a property within the Borough located at 905 Fifth Avenue and identified as Block 77, Lot 17 (the "Fifth Property") (collectively, the "Properties"); and

**WHEREAS**, the 501 Property and the 503 Property are located on the north side of Washington Avenue (the "North Properties") and the 500 Property and the Fifth Property are located on the south side of Washington Avenue (the "South Properties"); and

**WHEREAS**, the Developer was seeking through the Builder's Remedy Action to construct a total of 42 residential units on the North Properties and South Properties with a fifteen percent set aside for low and moderate-income households; and

**WHEREAS**, as a result of settlement negotiations with the Borough, the Developer has proposed and the Borough agreed to permit the development of the North Properties and South Properties with a total of 19 residential units broken down as follows: a mixed-use inclusionary development consisting of nine (9) multi-family units and office/commercial use (the "North Development") and to permit the development of the South Properties with a multi-family building consisting of ten (10) market-rate residential units (the "South Development"), each as generally shown in the concept plans and elevations attached to the Settlement Agreement (as hereinafter defined); and

**WHEREAS**, as part of the settlement, the Developer has further proposed, and the Borough has agreed to set aside three (3) residential units in the North Development for low-and moderate-income households to satisfy the required affordable housing obligation related to both the North Development and the South Development, which is considered one development for the purposes of satisfying said obligation; and

**WHEREAS**, the Borough and the Developer wish to memorialize the terms of the Settlement in the proposed form of Affordable Housing Settlement Agreement attached hereto (the "Settlement Agreement"); and

**WHEREAS**, the Borough Council believes it is in the best interest of the Borough to resolve the Builder's Remedy Action as outlined in the Settlement Agreement to address a portion of the Borough's yet to be determined overall constitutional obligation to provide for its fair share of affordable housing, and to avoid the cost and risk of further litigation.

**NOW, THEREFORE, IT IS HEREBY RESOLVED**, by the Borough Council of the Borough of Sea Girt, in the County of Monmouth and State of New Jersey, that it hereby approves the Settlement of the Builder's Remedy Action and hereby authorizes the Mayor to execute the Settlement Agreement in a form substantially similar to the form attached hereto, and to execute any other settlement documents necessary to effectuate the Settlement.

**BE IT FURTHER RESOLVED** that a certified copy of this Resolution shall be provided to each of the following:

- a. Andrew Bayer, Esq. Special Counsel
- b. Craig P. Gianetti, Esq.

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			

F. **Resolution No. 210-2020:** Authorize payments, retiring employees (effective December 31, 2020)

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

**WHEREAS**, the following employees of the Borough of Sea Girt are retiring in good standing as of December 31, 2020: Joseph Amberg, Kevin Davenport, Ernest Maghan and Gary Rice; and,

**WHEREAS**, pursuant to the Borough of Sea Girt's Personnel Policies and Procedures, these employees are entitled to payments for accumulated vacation and sick leave at their current rate of pay.

**NOW, THEREFORE, BE IT RESOLVED** that the Borough Council of the Borough of Sea Girt hereby authorizes the payments to each employee that are not to exceed the amounts listed below, pending submission of required timesheets confirming time worked through December 31, 2020:

EMPLOYEE	PAYMENT NOT TO EXCEED
Joseph Amberg	\$ 6,287.97
Kevin Davenport	81,374.77
Ernest Maghan	5,198.04
Gary Rice	15,000.00

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

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			

G. **Resolution No. 211-2020:** Appoint full-time laborers, DPW: Michael Reilly, Daniel Windas

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

**WHEREAS**, the Borough of Sea Girt Department of Public Works is in need of the services of full-time laborers to fill vacancies within the Department; and,

**WHEREAS**, the Manager of the Department has reviewed the applications and references of qualified candidates, and recommends the appointment of Michael Reilly and Daniel Windas to the positions of full-time Laborer.

**NOW, THEREFORE, BE IT RESOLVED** that the appointment of Michael Reilly and Daniel Windas as full-time laborers for the Department of Public Works of the Borough of Sea Girt, at the salary of \$44,082.86 per year for 40 hours per week, pro-rated as necessary, be and the same is hereby approved effective December 16, 2020.

**BE IT FURTHER RESOLVED** that pursuant to the provisions of the Collective Bargaining Agreement now in effect between the Borough and Teamsters Local No. 97, Messrs. Reilly and Windas shall be considered probationary employees for one-year period from the date of original appointment.

**BE IT FURTHER RESOLVED** that a certified copy of this Resolution shall be supplied to Michael Reilly, Daniel Windas and Michael McArthur, Department Manager, for their information and the Chief Financial Officer for his action.

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			

**H. Resolution No. 212-2020:** Appoint Class II SLEO, Christian Codispoti

**UPON MOTION** of Council President Fetzer, seconded by Councilman Mastrorilli, 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 a Class II Special Law Enforcement Officer to support its 2020 operations; and,

**WHEREAS**, the Chief of Police has reviewed the applications and references of qualified candidates, and recommends the appointment of Christian Codispoti to this position.

**NOW, THEREFORE, BE IT RESOLVED** that Christian Codispoti be appointed as Class II Special Law Enforcement Officers for the Borough of Sea Girt, at the hourly rate of \$15.00 per hour, upon completion of the Atlantic County Police Academy.

**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 Mastrorilli	X			
Councilman Begley	X			
Council President Fetzer	X			
Councilwoman Giegerich	X			
Councilwoman Anthony	X			

**I. Resolution No. 214-2020:** Appropriations Transfers

**WHEREAS**, the Local Budget Law (N.J.S.A. 40A:4-1, et seq.) permits the transfer of funds between appropriations during the last two months of the budget year; and,

**WHEREAS**, the Chief Financial Officer has determined that certain 2020 appropriations of the Borough of Sea Girt require additional funds while other appropriations have an available balance not needed for its original purposes.

**WHEREAS**, the schedule of proposed transfers is listed below:

Account No.	Appropriation Title	From	To
<b>Current:</b>			
0-01-20-100-011	Administration, S/W	\$7,500.00	
0-01-20-130-010	Financial Admin, S/W	\$7,500.00	
0-01-20-155-029	Legal Services, Contractual		\$25,000.00
0-01-23-220-000	Insurance, Employee Group	\$68,900.00	
0-01-23-220-001	Group Health, Opt-out	\$9,000.00	
0-01-25-265-103	LOSAP		\$13,800.00
0-01-26-290-011	DPW, S/W		\$20,000.00
0-01-26-290-012	DPW, P/T	\$10,000.00	
0-01-26-290-014	DPW, O/T		\$3,500.00
0-01-26-290-026	Maintenance of Equipment		\$500.00
0-01-26-290-107	Recycling		\$15,000.00
0-01-26-300-029	Shade Tree Commission		\$15,000.00
0-01-26-315-201	Vehicle Maintenance, OE		\$5,000.00
0-01-29-390-011	Library, S/W		\$600.00
0-01-31-430-001	Electricity	\$7,500.00	
0-01-31-440-001	Telephone	\$3,000.00	
0-01-31-445-001	Water Bills	\$5,000.00	
0-01-31-460-001	Gasoline, PW	\$5,000.00	
0-01-31-460-002	Gasoline, PD	\$5,000.00	
0-01-32-465-001	Landfill Tipping Fees		\$20,000.00
0-01-32-465-002	Surcharge		\$5,000.00
0-01-36-545-001	SL Construction Shared Service		\$5,000.00
	<b>Total</b>	<b>\$128,400.00</b>	<b>\$128,400.00</b>
<b>Water-Sewer Utility:</b>			
0-05-55-501-011	W-S, S/W		\$5,000.00
0-05-55-502-029	Contractual	\$5,000.00	
0-05-55-503-012	Legal/Engineering		\$5,000.00
0-05-55-502-031	Chemicals/Chlorine	\$2,500.00	
0-05-55-502-114	Lab Tests	\$2,500.00	
	<b>Total</b>	<b>\$10,000.00</b>	<b>\$10,000.00</b>

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Sea Girt that the preceding list of appropriations transfers be and the same are hereby approved.

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			

## 12. ADMINISTRATOR REPORTS

### A. Public Works Updates:

- Leaf Pick-Up continues through December 19;

- **Full-town Recycling** (backyard pick-up) – Wednesdays, December 2 through January 6, inclusive; thereafter, revert to bi-weekly schedule through June
  - B. **Coronavirus Update:** the Borough has experienced a significant increase in cases over the last two weeks; residents are urged to reduce contacts outside of the home while continuing social distancing, wearing masks and frequent hand washing in an attempt to minimize the spread of the virus.
  - C. On behalf of Mayor and Council, the Administrator wished everyone a peaceful and joyous holiday season.
13. **QPA REPORT** (of activity since previous Council Meeting):
- The Borough continues to purchase necessary personal protective equipment for our employees including masks, gloves, building and equipment sanitizers and other equipment from various vendors to ensure their safety during this on-going crisis.

14. **COUNCIL REPORTS**

Councilman Clemmensen reported encouraged residents to follow Covid-19 guidelines; wear a mask, wash your hands, maintain social distance; and quarantine if exposed; let's work together and have a safe and Merry Christmas.

Councilman Mastrorilli thanked Anne Britt for her suggestion to hold a holiday decorating contest; please register on our website [www.seagirtboro.com](http://www.seagirtboro.com).

Councilman Begley reported as follows:

- Finance – budget and financials through November 30<sup>th</sup>; thanked Mrs. Carafa for her efforts; finances are in good shape; one additional CARES submission will be submitted by Mrs. Carafa;
- Asked residents to follow Covid-19 guidelines.

Councilwoman Giegerich reported as follows:

- We are in the process of hiring a CFO; will announce soon when confirmed; thanked the Personnel Committee for their efforts;
- Library – met with Library staff; we are transition nicely from the Monmouth County Library; new system implementation by December 15<sup>th</sup>; Library operations remain the same; curbside and delivery are available; she welcomed the Board of Trustees.

Councilwoman Anthony reported as follows:

- Responded to a resident email regarding Covid-19 concerns in sports leagues; the programs were completed prior to Executive Order on 12/4; the flag football league was moved to a Wall Township;
- Please be more aware of COVID-19 restrictions – wear masks, social distance, stay home when sick, quarantine, if necessary;
- Buildings and Grounds – there have been many meetings regarding Municipal Building upgrades; the feasibility study prepared by Cornerstone Architecture, the streetscape and bike path; thanked Mrs. Carafa for her time and efforts put forth

on all of these projects including obtaining grants; she also thanked DPW and the Holly Club for the beautification in town.

Council President Fetzer reported as follows:

- PBA arbitration hearing is scheduled for the end of the year; he will update when available;
- Thanked everyone for a productive year during unbelievable circumstances.

Mayor Farrell reported as follows:

- SMRSA – Budget for zero (0) connection fees; zero (0) interest and zero (0) miscellaneous in original budgets; connection fees raised \$125K; interest on investments earned \$165k and miscellaneous revenue came in at \$10K; leaving the Authority with a \$300K surplus;
- Anticipated 2021 budget is \$8,550,854.76.

15. **Resolution No. 215-2020: Payment of bills**

**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 November 24 and December 4, 2020 in the totals as follows:

CURRENT FUND	\$ 158,314.38
WATER/SEWER OPERATING FUND	\$ 28,509.12
BEACH OPERATING FUND	\$ 3,555.60
TRUST FUND	\$ 28,631.28
RECREATION TRUST FUND	\$ 322.60
GENERAL CAPITAL	\$ 47,788.00

\*Councilman Clemmensen requested Foley Inc. be removed from the bill list until a description is provided for this order.

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			

16. **PUBLIC PARTICIPATION ON ANY SUBJECT** (Comments limited to 7 minutes)

Mike Meixsell, 619 Chicago Boulevard, commented he appreciates the efforts made by Council members this year.

Catherine Metcalf, 103 Ocean Avenue, echoed Mr. Meixsell's comment to the Borough Council, also thanking Chief Davenport and Mrs. Carafa for their service. She asked the Public Safety Committee for an update on the First Avenue Ride Share. Attorney Ray Bogan responded he has reached out the

County to arrange a meeting; however, a meeting date has not been scheduled despite best efforts; the municipality has not slowed down any attempts to meet with County representatives.

Mr. Ferguson, 711 Boston Boulevard, commended Chief Davenport and Mrs. Carafa for their outstanding efforts and contributions to the Borough; he wished everyone a Merry Christmas.

*Council President Fetzer requested to table the Business Administrator Non-appointment resolution at this time.*

There being no further comments from the public participating and by consensus, the public comment period was closed at 8:50 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 may remain in the virtual meeting until Council returns to public session. **UPON MOTION** of Councilwoman Giegerich, seconded by Councilwoman Anthony, carried, that the following **Resolution No. 216-2020** 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:

5. The public shall be excluded from discussion of and action upon the hereinafter specified subject matter.
6. The general nature of the subject matter(s) to be discussed is litigation, including, but not limited to:
  - Denis Lauzon and Candice Kadimik v. the Borough of Sea Girt and the Avon Hotel Corp. t/a The Parker House;
  - a. 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;
  - b. Denis Lauzon v. Borough of Sea Girt;
  - c. Contract negotiations;
  - d. Personnel matters.
7. 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.
8. This Resolution shall take effect immediately.

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			



There being no further business, and **UPON MOTION** of Councilman Begley, seconded by Council President Fetzer, carried, that the meeting be finally and immediately adjourned at 9:55PM.

*Lorraine P. Carafa*

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LORRAINE P. CARAFA, RMC  
Municipal Clerk

December 4, 2020  
01:34 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
20-00019	01/13/20	00964	A'S GARDEN & HOME CENTER	misc	Open	265.00	0.00 B
20-00022	01/13/20	AMMM01	Apruzzese, McDermott, Mastro	2020 Legal fees	Open	1,237.50	0.00 B
20-00024	01/13/20	00046	AQUATIC SERVICES - E. Runyon	Lab Testing Services	Open	1,095.00	0.00 B
20-00028	01/13/20	CLF01	Carton Law Firm	Prosecutor sevices	Open	1,333.33	0.00 B
20-00030	01/13/20	00233	Copy Center Inc.	Sharp 264	Open	98.96	0.00 B
20-00033	01/13/20	00136	THE COAST STAR	Legal Advertising	Open	44.45	0.00 B
20-00034	01/13/20	00136	THE COAST STAR	Planning Brd Advertising	Open	32.90	0.00 B
20-00035	01/13/20	CROSS01	Cross Over Networks	IT services	Open	3,625.49	0.00 B
20-00036	01/13/20	DYN01	Dynamic Testing Services	Drug & Alcohol Testing	Open	215.00	0.00 B
20-00040	01/13/20	01725	FRANK'S TOWING & TRANSPORT SER	Towing Services	Open	100.00	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	245.22	0.00 B
20-00045	01/13/20	00016	JERSEY CENTRAL POWER & LIGHT	Electric Street Lights	Open	293.92	0.00 B
20-00049	01/13/20	00334	HOME DEPOT CREDIT SERVICES	Misc	Open	480.94	0.00 B
20-00052	01/13/20	01230	KEPWEL SPRING WATER CO., INC.	Bottled Water	Open	14.00	0.00 B
20-00054	01/13/20	01230	KEPWEL SPRING WATER CO., INC.	bottled Water	Open	10.00	0.00 B
20-00055	01/14/20	KEK01	The Law Office of	Legal Services, Planning Brd	Open	1,806.00	0.00 B
20-00060	01/14/20	MAZZA	Mazza Mulch, Inc.	Brush Disposal	Open	2,796.00	0.00 B
20-00061	01/14/20	00040	MONMOUTH COUNTY TREASURER	Waste & Recycling Disposal	Open	6,379.33	0.00 B
20-00062	01/14/20	MWCRI01	Monmouth Wire and Computer	Electronic Disposal	Open	150.00	0.00 B
20-00068	01/14/20	00051	NJ NATURAL GAS CO.	Gas Service Paddle Tennis	Open	35.89	0.00 B
20-00070	01/14/20	01942	ONE CALL CONCEPTS	Mark-out services	Open	205.92	0.00 B
20-00071	01/14/20	00614	Optimum	Beach - Internet, Phone, TV	Open	268.91	0.00 B
20-00072	01/14/20	00614	Optimum	Water & DPW - Inter, TV, Phone	Open	19.78	0.00 B
20-00073	01/14/20	00614	Optimum	Police - TV Services	Open	513.11	0.00 B
20-00076	01/14/20	00321	SEABOARD WELDING SUPPLY, INC.	Bottle Gas supplies	Open	39.50	0.00 B
20-00080	01/14/20	SBS01	Stewart Business Systems	Printer/Copier Servicing	Open	58.62	0.00 B
20-00081	01/14/20	SBS01	Stewart Business Systems	Printer/copier servicing	Open	204.41	0.00 B
20-00084	01/14/20	TU01	TransUnion Risk & Alternative	Background checks	Open	50.00	0.00 B
20-00091	01/14/20	00053	VAN WICKLE AUTO SUPPLY	Supplies	Open	46.03	0.00 B
20-00102	01/14/20	00099	ASSOCIATED HUMANE SOCIETY	Animal Control services	Open	463.00	0.00 B
20-00115	01/14/20	00203	Ruderman & Roth, LLC	2020 Legal Services	Open	2,508.00	0.00 B
20-00176	01/31/20	01166	Montenegro, Thompson,	Legal Services	Open	3,094.00	0.00 B
20-00236	02/21/20	01809	BOROUGH OF SEA GIRT	Water/sewer bills	Open	3,697.60	0.00 B
20-00252	02/28/20	BDL	By Design Landscapes, Inc.	Turf Maintenance & weed contro	Open	225.00	0.00 B
20-00265	03/03/20	H2M	H2M Associates, Inc.	Engineering	Open	4,707.50	0.00 B
20-00356	04/01/20	ACF02	Atlantic Coast Fibers LLC	Recycling	Open	2,347.37	0.00 B
20-00381	04/13/20	KEK01	The Law Office of	Avon Hotel Corp.8-12 Beacon	Open	84.00	0.00 B
20-00525	06/03/20	00733	KALDOR Emergency Light, LLC	Lights & sirens for new ATVS	Open	2,619.62	0.00
20-00582	06/24/20	PASHMAN	Pashman Stein Walder Hayden PC	Sitar litigation	Open	2,812.00	0.00 B
20-00616	06/30/20	01458	MONMOUTH AUTO BODY II	Repair 2007 Tundra	Open	399.80	0.00
20-00703	07/22/20	00396	BARLOW FLOWER FARM	Christmas Decorations	Open	2,000.00	0.00
20-00704	07/22/20	00094	R & R RADAR, INC.	Radar certification	Open	115.00	0.00
20-00832	09/01/20	CODE	General Code, LLC	eCode 360 Hosting	Open	1,195.00	0.00
20-00846	09/03/20	VCNWF	Verizon Connect NWF, Inc.	Vehicle Tracking	Open	196.90	0.00 B
20-00867	09/11/20	JPM01	Jersey Professional Management	Recuit BA	Open	2,900.00	0.00 B
20-00886	09/21/20	TRAFFIC	Traffic Plan	Nitrile Gloves	Open	540.00	0.00
20-00893	09/23/20	01693	FOLEY INC.		Open	8,190.38	0.00 B
20-00897	09/24/20	00739	EBSCO Industries, Inc.	Magazine subscriptions	Open	1,245.81	0.00
20-00930	10/01/20	00053	VAN WICKLE AUTO SUPPLY	Misc	Open	1,161.41	0.00 B

removed

December 4, 2020  
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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
20-00958	10/16/20	TLC	The Library Corporation	Barcode labels	Open	264.00	0.00
20-00959	10/16/20	00326	ENVIRON. LANDSCAPE DESIGN LLC	Supply & install 9 trees	Open	6,825.00	0.00
20-00960	10/16/20	00326	ENVIRON. LANDSCAPE DESIGN LLC	Shade tree Fall planting	Open	3,542.00	0.00
20-00963	10/23/20	00733	KALDOR Emergency Light, LLC	Lights/siren/spe for new Gator	Open	2,006.30	0.00
20-00979	10/27/20	AMAZON	Amazon.Com	PPE Storage Boxes	Open	214.56	0.00
20-00984	10/28/20	CROSS01	Cross Over Networks	PD Server	Open	6,330.00	0.00
20-00985	10/28/20	AMAZON	Amazon.Com	Hardware upgrades	Open	3,381.10	0.00
20-00986	10/28/20	PRO01	Provantage LLC	Quotation #8381027 PD Server	Open	1,622.50	0.00
20-00988	11/03/20	NJIAAI	NJIAAI Fire Investigation Cour	Motor Vehi Fire Investig Cours	Open	400.00	0.00
20-00990	11/05/20	00334	HOME DEPOT CREDIT SERVICES	Covid Supplies	Open	94.02	0.00
20-00991	11/06/20	01953	NJ LIBRARY ASSOCIATION	Membership renewal tp 12/27/21	Open	80.00	0.00
20-00992	11/06/20	QUALITY	Quality Auto Glass, Inc.	Replace windshield	Open	399.88	0.00
20-00993	11/06/20	SCHEDULE	RagnaSoft, Inc.	Planet Police Scheduling softw	Open	2,035.00	0.00
20-00995	11/09/20	01070	BANK OF AMERICA	Credit card purchases	Open	805.85	0.00 B
20-00996	11/10/20	01550	ASPEN TREE EXPERTS CO., INC.	Tree services 9/2020 -8/2021	Open	12,115.84	0.00 B
20-01002	11/12/20	UARM01	Up N Runnin' II, LLC	Truck repairs	Open	3,841.00	0.00 B
20-01003	11/12/20	CTS	Cornerstone Team Sports	Disinfecting wipes	Open	1,109.70	0.00
20-01004	11/13/20	GF001	Government Forms & Supply LLC	CoVid Supplies, Face Masks	Open	7,122.00	0.00
20-01007	11/13/20	01245	Genuine Parts Co.	Parts	Open	569.85	0.00 B
20-01008	11/13/20	JPM01	Jersey Professional Management	Advertising reimbursement	Open	390.00	0.00
20-01009	11/13/20	TRAFFIC	Traffic Plan	Nitrile Gloves	Open	1,890.00	0.00
20-01011	11/17/20	01912	STAPLES ADVANTAGE	Supplies	Open	298.47	0.00
20-01012	11/18/20	00078	NJ STATE LEAGUE OF MUN.	CFO Classified Ad - NJLM	Open	160.00	0.00
20-01016	11/20/20	01625	GRAINGER	Janitorial Supplies	Open	796.58	0.00
20-01018	11/20/20	CTS	Cornerstone Team Sports	Disinfecting spray	Open	719.90	0.00
20-01019	11/20/20	TRAFFIC	Traffic Plan	Nitrile Gloves	Open	1,350.00	0.00
20-01020	11/20/20	00053	VAN WICKLE AUTO SUPPLY	1 yaer scantool software	Open	749.95	0.00
20-01021	11/20/20	J001	Jaeger Lumber	Misc	Open	106.07	0.00
20-01022	11/20/20	KEK01	The Law Office of	313 Beacon LLC/Mastorelli	Open	462.00	0.00 B
20-01023	11/20/20	KEK01	The Law Office of	Baker, 216 Beacon	Open	266.00	0.00 B
20-01024	11/20/20	KEK01	The Law Office of	Pope 105 Ocean Ave.	Open	224.00	0.00 B
20-01025	11/20/20	00392	LEON S. AVAKIAN INC.	Engineering	Open	9,787.50	0.00
20-01026	11/20/20	00392	LEON S. AVAKIAN INC.	Zoning	Open	560.00	0.00
20-01040	11/24/20	MAGLOCLE	Maglocien, Inc.	Membership User Fees	Open	400.00	0.00
20-01041	11/24/20	01474	THIS & THAT UNIFORMS	Namesrips	Open	36.00	0.00
20-01042	11/24/20	01625	GRAINGER	Hand operated drum pump	Open	59.00	0.00
20-01046	11/24/20	01303	TIM HARMON	Reimbursement,	Open	500.00	0.00
20-01053	12/03/20	00392	LEON S. AVAKIAN INC.	Zoning Engineering	Open	11,215.00	0.00
20-01054	12/03/20	00392	LEON S. AVAKIAN INC.	Capital Engineering	Open	26,135.00	0.00
20-01056	12/03/20	00392	LEON S. AVAKIAN INC.	General Engineering	Open	6,387.50	0.00

Total Purchase Orders:	90	Total P.O. Line Items:	0	Total List Amount:	177,669.17	Total Void Amount:	0.00
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State of New Jersey  
SEMMUA

Health Benefits  
4th Quarter payment  
Total

54,154.56  
17,477.00  
249,300.73

December 4, 2020  
01:34 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
		145,025.31					
CURRENT FUND	0-01	90,870.75	0.00	90,870.75	0.00	0.00	90,870.75
		24,966.27					
WATER OPERATING	0-05	27,489.27	0.00	7,489.27	0.00	0.00	7,489.27
BEACH OPERATING	0-09	3,358.93	0.00	3,358.93	0.00	0.00	3,358.93
TRUST OTHER	0-25	28,181.33	0.00	28,181.33	0.00	0.00	28,181.33
BOARD OF RECREATI	0-26	315.89	0.00	315.89	0.00	0.00	315.89
Year Total:		130,216.17	0.00	130,216.17	0.00	0.00	130,216.17
GENERAL CAPITAL	C-04	47,453.00	0.00	47,453.00	0.00	0.00	47,453.00
Total of All Funds:		177,669.17	0.00	177,669.17	0.00	0.00	177,669.17
		249,300.73					

November 24, 2020  
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BOROUGH OF SEA GIRT  
Purchase Order Listing By P.O. Number

Page No: 1

P.O. Type: All  
Range: First to Last  
Format: Condensed  
Include Non-Budgeted: Y  
First Enc Date Range: First to 12/31/20  
Open: N Paid: N Void: N  
Rcvd: N Held: N Aprv: Y  
Bid: Y State: Y Other: Y Exempt: Y

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
20-00009	01/10/20	01688	HORIZON BC/BS OF NJ DENTAL	2020 Dental	Open	3,455.08	0.00 B
20-00010	01/10/20	PRINCIPA	Principal Life Insurance Co	Life Ins. 2020	Open	267.91	0.00 B
20-00011	01/10/20	01142	STANDARD INSURANCE COMPANY	Short term disability Ins.	Open	310.05	0.00 B
20-00044	01/13/20	00016	JERSEY CENTRAL POWER & LIGHT	Electric Public Works	Open	1,217.49	0.00 B
20-00045	01/13/20	00016	JERSEY CENTRAL POWER & LIGHT	Electric Street Lights	Open	2,355.88	0.00 B
20-00046	01/13/20	00016	JERSEY CENTRAL POWER & LIGHT	Electric Service Library	Open	175.16	0.00 B
20-00047	01/13/20	00016	JERSEY CENTRAL POWER & LIGHT	Electric Service Paddle Tennis	Open	6.71	0.00 B
20-00048	01/13/20	00016	JERSEY CENTRAL POWER & LIGHT	Electric Service Water Plant	Open	2,400.01	0.00 B
20-00066	01/14/20	00051	NJ NATURAL GAS CO.	Gas Service	Open	1,072.22	0.00 B
20-00067	01/14/20	00051	NJ NATURAL GAS CO.	Gas Service Library	Open	83.09	0.00 B
20-00071	01/14/20	00614	Optimum	Beach - Internet, Phone, TV	Open	35.43	0.00 B
20-00072	01/14/20	00614	Optimum	Water & DPW - Inter, TV, Phone	Open	330.55	0.00 B
20-00094	01/14/20	00349	VERIZON WIRELESS	cell phones	Open	312.29	0.00 B
20-00096	01/14/20	00349	VERIZON WIRELESS	2020 Service	Open	708.83	0.00 B
20-00116	01/14/20	LIGHTPAT	Cablevision Lightpath, Inc.	Phone & Internet Services	Open	784.95	0.00 B
20-00143	01/24/20	00007	VERIZON	Verizon Service	Open	58.41	0.00 B
20-00145	01/24/20	00016	JERSEY CENTRAL POWER & LIGHT	Electric Beach	Open	161.24	0.00 B
20-00931	10/02/20	TTC01	T & T Coast	All Weather liners	Open	335.00	0.00
20-01028	11/24/20	NXVORTX	NexVortex	SIP Trunk srvc. Acct#63909111	Open	3,250.00	0.00
20-01039	11/24/20	00410	INST. FOR PROF. DEVELOPMENT	Green purchasing webinar 11/24	Open	50.00	0.00
20-01045	11/24/20	01931	LORRAINE P. CARAFA	Reimbursement	Open	449.95	0.00

Total Purchase Orders: 21 Total P.O. Line Items: 0 Total List Amount: 17,820.25 Total Void Amount: 0.00

November 24, 2020  
03:31 PM

BOROUGH OF SEA GIRT  
Purchase Order Listing By P.O. Number

Page No: 2

Totals by Year-Fund  
Fund Description

Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND 0-01	13,289.07	0.00	0.00	13,289.07
WATER OPERATING 0-05	3,542.85	0.00	0.00	3,542.85
BEACH OPERATING 0-09	196.67	0.00	0.00	196.67
TRUST OTHER 0-25	449.95	0.00	0.00	449.95
BOARD OF RECREATION TRUST 0-26	6.71	0.00	0.00	6.71
Year Total:	17,485.25	0.00	0.00	17,485.25
GENERAL CAPITAL C-04	335.00	0.00	0.00	335.00
Total of All Funds:	17,820.25	0.00	0.00	17,820.25

December 4, 2020  
12:39 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
CURRENT FUND	0-01	85,908.97	0.00	85,908.97	0.00	0.00	85,908.97
WATER OPERATING	0-05	6,394.27	0.00	6,394.27	0.00	0.00	6,394.27
BEACH OPERATING	0-09	3,358.93	0.00	3,358.93	0.00	0.00	3,358.93
TRUST OTHER	0-25	27,872.53	0.00	27,872.53	0.00	0.00	27,872.53
BOARD OF RECREATI	0-26	315.89	0.00	315.89	0.00	0.00	315.89
Year Total:		123,850.59	0.00	123,850.59	0.00	0.00	123,850.59
GENERAL CAPITAL	C-04	45,123.00	0.00	45,123.00	0.00	0.00	45,123.00
Total of All Funds:		168,973.59	0.00	168,973.59	0.00	0.00	168,973.59

**BOROUGH OF SEA GIRT  
RESOLUTION NO. 213-2020**

**RESOLUTION AUTHORIZING THE BOROUGH OF SEA GIRT TO ENTER  
INTO A SETTLEMENT AGREEMENT WITH 501 WASHINGTON BLVD, LLC,  
503 WASHINGTON BLVD., LLC, SITCO SEA GIRT, LLC, AND SEA GIRT  
FIFTH AVENUE LLC**

**WHEREAS**, 501 Washington Blvd, LLC ("501 Washington"), 503 Washington Blvd., LLC ("503 Washington"), SITCO Sea Girt, LLC ("SITCO"), and Sea Girt Fifth Avenue LLC ("Sea Girt Fifth") (collectively, the "Developer") filed a Mount Laurel exclusionary zoning suit with the Superior Court of New Jersey, entitled 501 Washington Blvd, LLC, 503 Washington Blvd., LLC, Sea Girt Fifth Avenue LLC, Sitco Sea Girt, LLC v. Borough of Sea Girt, Borough Council of Sea Girt, and Sea Girt Planning Board, Docket No. MON-L-000102-20, seeking a builder's remedy against the Borough of Sea Girt (the "Borough"), the Borough Council of Sea Girt (the "Borough Council"), and the Planning Board of the Borough of Sea Girt (the "Board") (the "Builder's Remedy Action"); and

**WHEREAS**, 501 Washington is the owner of a property within the Borough located at 501 Washington Boulevard and identified as Block 76, Lot 1 (the "501 Property"); 503 Washington is the owner of a property within the Borough located at 503 Washington Boulevard and identified as Block 76, Lot 2 (the "503 Property"); SITCO is the owner of a property within the Borough located at 500 Washington Boulevard and identified as Block 77, Lot 16 (the "500 Property"); and Sea Girt Fifth is the owner of a property within the Borough located at 905 Fifth Avenue and identified as Block 77, Lot 17 (the "Fifth Property") (collectively, the "Properties"); and

**WHEREAS**, the 501 Property and the 503 Property are located on the north side of Washington Avenue (the "North Properties") and the 500 Property and the Fifth Property are located on the south side of Washington Avenue (the "South Properties"); and

**WHEREAS**, the Developer was seeking through the Builder's Remedy Action to construct a total of 42 residential units on the North Properties and South Properties with a fifteen percent set aside for low and moderate-income households; and

**WHEREAS**, as a result of settlement negotiations with the Borough, the Developer has proposed and the Borough agreed to permit the development of the North Properties and South Properties with a total of 19 residential units broken down as follows: a mixed-use inclusionary development consisting of nine (9) multi-family units and office/commercial use (the "North Development") and to permit the development of the South Properties with a multi-family building consisting of ten (10) market-rate residential units (the "South Development"), each as generally shown in the concept plans and elevations attached to the Settlement Agreement (as hereinafter defined); and

**WHEREAS**, as part of the settlement, the Developer has further proposed, and the Borough has agreed to set aside three (3) residential units in the North Development for low-and moderate-income households to satisfy the required affordable housing obligation related to both the North Development and the South Development, which is considered one development for the purposes of satisfying said obligation; and

**WHEREAS**, the Borough and the Developer wish to memorialize the terms of the Settlement in the proposed form of Affordable Housing Settlement Agreement attached hereto (the "Settlement Agreement"); and



**BOROUGH OF SEA GIRT**  
**RESOLUTION NO. 212--2020**  
(continued)

**WHEREAS**, the Borough Council believes it is in the best interest of the Borough to resolve the Builder's Remedy Action as outlined in the Settlement Agreement to address a portion of the Borough's yet to be determined overall constitutional obligation to provide for its fair share of affordable housing, and to avoid the cost and risk of further litigation.

**NOW, THEREFORE, IT IS HEREBY RESOLVED**, by the Borough Council of the Borough of Sea Girt, in the County of Monmouth and State of New Jersey, that it hereby approves the Settlement of the Builder's Remedy Action and hereby authorizes the Mayor to execute the Settlement Agreement in a form substantially similar to the form attached hereto, and to execute any other settlement documents necessary to effectuate the Settlement.

**BE IT FURTHER RESOLVED** that a certified copy of this Resolution shall be provided to each of the following:

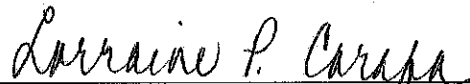
- a. Andrew Bayer, Esq. Special Counsel
- b. Craig P. Gianetti, Esq.

Recorded Vote: **SEA GIRT BOROUGH COUNCIL**

	AYES	NAYS	ABSENT	ABSTAIN
Councilman Clemmensen	X			
Councilman Mastrorilli	X			
Councilman Begley	X			
Council President Fetzer	X			
Councilwoman Giegerich	X			
Councilwoman Anthony	X			

**ATTEST:**

I hereby certify that the foregoing Resolution was adopted by the governing body of the Borough of Sea Girt on December 9, 2020.



Lorraine P. Carafa, RMC  
Municipal Clerk-Administrator

## **AFFORDABLE HOUSING SETTLEMENT AGREEMENT**

**THIS AFFORDABLE HOUSING SETTLEMENT AGREEMENT** ("*Agreement*") is made this \_\_\_\_ day of December, 2020, by and between:

**BOROUGH OF SEA GIRT**, a municipal corporation of the State of New Jersey, County of Monmouth, having an address at 321 Baltimore Boulevard, Sea Girt, New Jersey 08750 ("*Borough*"); and

**BOROUGH OF SEA GIRT PLANNING BOARD**, a municipal corporation of the State of New Jersey, County of Monmouth, having an address at 321 Baltimore Boulevard, Sea Girt, New Jersey 08750 ("*Board*"); and

**501 WASHINGTON BLVD, LLC** ("*501 Washington*"), **503 WASHINGTON BLVD., LLC** ("*503 Washington*"), **SITCO SEA GIRT, LLC** ("*SITCO*"), AND **SEA GIRT FIFTH AVENUE LLC** ("*Sea Girt Fifth*"), New Jersey limited liability companies with a business address of c/o Sitar Co, 1481 Oak Tree Road, Iselin, New Jersey 08830 (collectively referred to herein as the "*Developer*").

Collectively, the Borough, Board and Developer shall be referred to as the "*Parties*." All references to Developer shall include its successors, affiliates and assigns.

**WHEREAS**, Developer filed a Mount Laurel exclusionary zoning suit with the Superior Court of New Jersey ("*Court*"), entitled 501 Washington Blvd, LLC, 503 Washington Blvd., LLC, Sea Girt Fifth Avenue LLC, Sitco Sea Girt, LLC v. Borough of Sea Girt, Borough Council of Sea Girt, and Sea Girt Planning Board, Docket No. MON-L-000102-20, seeking to compel the Borough to provide a realistic opportunity for the construction of safe, decent housing affordable to low- and moderate-income households and their fair share of the housing region's need for such housing, in addition to related relief ("*Builder's Remedy Action*"); and

**WHEREAS**, 501 Washington is the owner of a property within the Borough located at 501 Washington Boulevard and identified as Block 76, Lot 1 (the "*501 Property*"); 503 Washington is the owner of a property within the Borough located at 503 Washington Boulevard and identified as Block 76, Lot 2 (the "*503 Property*"); SITCO is the owner of a property within the Borough located at 500 Washington Boulevard and identified as Block 77, Lot 16 (the "*500 Property*"); and Sea Girt Fifth is the owner of a property within the Borough located at 905 Fifth Avenue and identified as Block 77, Lot 17 (the "*Fifth Property*"); (together referred to as the "*Properties*"); and

**WHEREAS**, the 501 Property and the 503 Property are located on the north side of Washington Avenue (the "*North Property*") and the 500 Property and the Fifth Property are located on the south side of Washington Avenue (the "*South Property*"); and

**WHEREAS**, as a result of settlement negotiations with the Borough, Developer proposes to develop the North Properties with a mixed-use inclusionary development consisting of nine

(9) multi-family units and office / commercial use (the "*North Development*") as generally shown in the concept plan attached as **Exhibit A** and elevations attached as **Exhibit B** ("*North Property Concept and Elevation Plans*") and to develop the South Properties with a multi-family building consisting of ten (10) market-rate residential units (the "*South Development*") (together with the North Development, the "*Developments*") as generally shown in the concept plans and elevations attached as **Exhibits A and B** ("*South Property Concept and Elevation Plans*") (together with the North Property Concept and Elevation Plans, the "*Concept Plans*"; and

**WHEREAS**, as a result of settlement negotiations with the Borough, Developer proposes to set aside three (3) residential units in the North Development for low- and moderate-income households to satisfy the required affordable housing obligation related to both the North Development and the South Development, which is considered one development for the purposes of satisfying said obligation; and

**WHEREAS**, as a result of negotiations, the parties have come to a resolution of the Builder's Remedy Action by proposing the rezoning for the Properties to permit development at increased densities and to provide affordable housing on the North Properties, and by including the North Development and South Development in the Borough's Housing Element & Fair Share Plan, to address a component of its Third Round affordable housing obligation ("*Fair Share Plan*"); and

**WHEREAS**, this Agreement does not address and resolve the Borough's entire affordable housing obligation; and

**NOW, THEREFORE**, in consideration of the promises and the mutual obligations set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereto, each binding itself, its successors, affiliates and assigns, agree as follows:

#### **ARTICLE I – PURPOSE**

**1.1** The Parties acknowledge that the Borough has not met its constitutional obligation to provide for its fair share of affordable housing. The purpose of this Agreement is for the Borough to create a realistic opportunity for the construction of affordable housing by creating zoning incentives for the Properties sufficient to generate three creditable (3) affordable units on the North Property available to low and moderate income households.

**1.2** The Parties agree that the Properties are available, approvable, developable and suitable for the proposed Developments as those terms are used in the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 ("*FHA*") and Council on Affordable Housing ("*COAH*") regulations, N.J.A.C. 5:93-1 et. seq.; 5:97-1 et seq. for the use permitted by this agreement. The Borough is not aware of any water or sanitary sewer capacity issues that would impact the Developments.

#### **ARTICLE II – BASIC TERMS AND CONDITIONS**

**2.1** In the event of any legal challenges to the Required Approvals (as defined in

Section 5.2), including a challenge by any third party, Developer, the Borough and the Planning Board shall diligently defend any such challenge and shall cooperate with each other regarding said defense. In addition, if any such challenge results in a modification of this Agreement or of the Developments, the Parties must negotiate in good faith with the intent to draft a mutually-acceptable amended Agreement.

**2.2** This Agreement does not purport to resolve all of the issues before the Court raised in the Builder's Remedy Action. Those issues may be addressed in as part of a separate declaratory judgment action filed by the Borough in connection with its affordable housing obligation, Docket No. MON-L-2312-20 ("*DJ Action*").

### **ARTICLE III – REZONING**

**3.1 North Development / South Development:** The Properties will be rezoned to permit multi-family residential housing with first floor office / retail permitted, which will be in lieu of the current zoning on the North Property and South Property, substantially in accordance with the Concept Plans.

**3.2 Rezoning Ordinance.** The proposed zoning for the North Property and South Property is attached here to as **Exhibit C** ("*Rezoning Ordinance*"). The Borough and Board professionals have reviewed the Rezoning Ordinance and confirmed that the North Property Concept Plan and Elevations Plans and that South Property Concept Plan and Elevation Plans are fully conforming without the need for variance or design waiver relief.

**3.3 Timing of Rezoning:** The Borough shall introduce the Rezoning Ordinance for both the North Property and the South Property, within forty-five (45) days after the Court enters an Order approving this Agreement after a duly noticed Fairness Hearing is held, with the second reading of the ordinance to occur within ninety (90) days of a Court Order approving this Agreement after the duly noticed Fairness Hearing.

### **ARTICLE IV - DEVELOPER OBLIGATIONS**

**4.1 Obligation To File Development Applications In Accordance With Ordinance, Concept Plans And The Elevations:** It is the intention of the Parties to have the Developer file development applications after rezoning, which will be consistent with the Concept Plans, attached hereto as Exhibits A and B. Nothing herein shall preclude the Developer from seeking reasonable bulk variances, waivers or *de minimis* exceptions as part of the development applications, which shall reasonably be considered by the Board as provided for in N.J.A.C. 5:93.10.1(b) and N.J.A.C. 5:97-10.3(a).

**4.2 Affordable Housing Requirements.** Developer shall satisfy the affordable housing obligation required in connection with the Developments by setting aside three (3) units within the North Properties Development for low- and moderate-income households with one unit set aside for very low-income household. These affordable units will consist of one (1) one-bedroom unit and two (2) two-bedroom units. This Agreement acknowledges that the Borough and Developer will seek Court approval to waive the three-bedroom unit requirement for affordable units since the Developments do not include any three-bedroom units. Except as

otherwise provided for herein, the affordable units will be deed restricted for affordable housing in accordance with the Uniform Housing Affordability Controls and shall be constructed in accordance with the COAH's phasing schedule

**4.3 Obligation To Support Borough's Application for Approval of its Affordable Housing Fair Share Plan As May Be Amended.** As it pertains to the Borough's application for approval of its Fair Share Plan as may be amended and provided the Borough has complied with its obligations herein and is not in default under this Agreement, Developer shall not object to the Borough's efforts to secure approval of its Fair Share Plan as may be amended, unless the Fair Share Plan deprives Developer of any rights created hereunder, or unless the Borough undertakes any action to obstruct or impede Developer from securing such approvals as it needs to develop the Developments.

**4.4 Release.** Except only for claims seeking to enforce the terms of this Agreement, Developer does hereby, release, acquit, waive and forever discharge the Borough and the Board, as well as its current and former elected and appointed officials, agents, representatives, employees, officers, directors, parents, subsidiaries, affiliates, attorneys and independent contractors, from any and all actions, causes of action, damages, demands, rights, claims, costs, expenses, attorneys' fees and demands whatsoever, whether at law or in equity, known or unknown, foreseen or unforeseen, which Developer had, may have had or now has, concerning the Borough's Third Round affordable housing obligation, up to and including the Effective Date, including all claims, demands or actions that were raised or could have been raised in the Builder's Remedy Action. In addition, provided the Borough is not in default of the terms of the Agreement, Developer, and its principals, shall not bring any future *Mount Laurel* exclusionary zoning or builder's remedy lawsuit in connection with the Borough's Third Round affordable housing obligation against the Borough during the Third Round affordable housing cycle.

## **ARTICLE V - OBLIGATIONS OF THE BOROUGH**

**5.1 The Rezoning Ordinances:** The Borough shall adopt the Rezoning Ordinances to permit the development of the Properties consistent with the Concept Plans, (the "*Rezoning Ordinances*") within the time specified in Section 3.3.

**5.2 Obligation To Cooperate:** The Borough acknowledges that in order for Developer to construct the Developments on the Properties the Developer will be required to obtain any and all approvals and permits from (1) entities, boards or agencies which have jurisdiction over the Parties to this Agreement and the development contemplated hereby, and from (2) all relevant public entities and utilities; such as, by way of example only, the Borough, the Planning Board, the County of Monmouth, the Monmouth County Planning Board, the New Jersey Department of Environmental Protection, and the New Jersey Department of Transportation (collectively, "*Required Approvals*"). The Borough agrees to use all reasonable efforts to assist the Developer in its undertakings to obtain the Required Approvals. The Borough further agrees to take all necessary, reasonable steps to ensure that the Developments obtain adequate water and sewer, including expediting all municipal endorsements and approvals and to ensure that the Developer's sanitary sewer and potable water facilities receive all appropriate approvals from all relevant agencies for construction and upgrading, as and if necessary, so as to

be able to serve the Developments.

**5.3 Obligation to Maintain Proposed Re-Zoning of Property:** The Borough agrees that if a decision of a court of competent jurisdiction in Monmouth County, or a determination by an administrative agency responsible for implementing the Fair Housing Act, or an action by the New Jersey Legislature, would result in a calculation of an affordable housing obligation for the Borough for the period 1987-2025 that would lower the Borough's affordable housing obligation beyond that established by COAH for the period 1987-1999 and/or this Court for the period 1999-2025, the Borough shall nonetheless implement the Rezoning Ordinances contemplated by this Agreement and take all steps necessary to support the development of the Developments contemplated by this Agreement. The Borough shall not seek to repeal, amend or change the Rezoning Ordinance through June 30, 2027 without Developer's written consent.

**5.4 Obligation to Refrain From Imposing Cost-Generative Requirements.** The Property shall be exempt from cost generative features of the Township Code pursuant to N.J.A.C. 5:93-10.1, including, but not limited to, any tree removal ordinance, or similar impact fees.

#### **ARTICLE VI – OBLIGATIONS OF THE BOARD**

**6.1** After the Borough introduces the Rezoning Ordinance and refers the Rezoning Ordinances to the Board for comment and a Master Plan consistency review, the Board shall make such a determination consistent with the requirements of the Municipal Land Use Law and refer the Rezoning Ordinance back to the Borough for a hearing.

**6.2 Obligation to Adopt a Housing Element and Fair Share Plan.** Pursuant to the Fair Housing Act of 1985 and subsequent Mount Laurel I and Mount Laurel II decisions, a Housing Plan Element must be designed to address a municipality's fair share for low and moderate-income housing, as determined by the Fair Share Housing Center. The Board is vested with the responsibility to prepare a Fair Share Plan to address the Borough's affordable housing obligations and to recommend zoning and land use regulations in furtherance and implementation thereof. The Board shall prepare and adopt, as an amendment to the Borough's Fair Share Plan, and to the extent necessary the Master Plan, following resolution of the DJ Action and in conformance with the requirements of a settlement agreement in the DJ Action, if any, which shall include the Properties within the Borough to address the Borough's constitutional obligation to provide a realistic opportunity for the satisfaction of the Borough's Second Round and Third Round Fair Share Obligation.

**6.3 Obligation to Process Developer's Development Applicants with Reasonable Diligence:** The Board shall expedite the processing of Developer's applications, development applications following Court approval of this Agreement and within the time limited imposed by the MLUL. In the event of any appeal of the Court approval of this Agreement, the Board shall process and take action on any development applications by Developer for the Properties (should Developer decide to proceed), which Board decision on the application may be conditioned upon the outcome of any pending appeal. If necessary, the Board shall schedule special meetings to process Developer's applications provided that Developer shall be responsible for such costs as the Borough may incur in conjunction with such meetings. Consistent with N.J.A.C. 5:93.10.1(b)

and N.J.A.C. 5:97-10.3(a), the Board shall reasonably consider any bulk variances, waivers or *de minimis* exceptions sought as part of the development applications.

**6.4 Obligation to Refrain From Imposing Cost-Generative Requirements.** The parties acknowledge that the Rezoning Ordinance have been designed to permit the development of the subject Properties in accordance with the Concept Plans attached hereto. The Board agrees not to impose any unnecessary conditions that would be cost-generative to the Developments.

## **ARTICLE VII – MUTUAL OBLIGATIONS**

**7.1 Obligation To Comply with State Regulations:** The Parties shall comply with any and all Federal, State, County and local laws, rules, regulations, statutes, ordinances, permits, resolutions, judgments, orders, decrees, directives, interpretations, standards, licenses, approvals, and similarly binding authority, applicable to the Developments, or the performance by the Parties of their respective obligations or the exercise by the Parties of their respective rights in connection with this Agreement. Notwithstanding the above, the applicant shall be entitled to reasonable deviations from the New Jersey Residential Site Improvement Standards (RSIS).

**7.2 Mutual Good Faith, Cooperation and Assistance.** The Parties shall exercise good faith, cooperate, and assist each other in fulfilling the intent and purpose of this Agreement, including, but not limited to, the introduction and adoption of the Rezoning Ordinance, the Required Approvals, the development of the Properties consistent with the terms hereof, and the defense of any challenge with regard to any of the foregoing.

**7.3 Notices:** Any notice or transmittal of any document required, permitted or appropriate hereunder and/or any transmittal between the Parties relating to the Properties ("Notice[s]") shall be written and shall be served upon the respective Parties by certified mail, return receipt requested, or recognized overnight or personal carrier such as, for example, Federal Express, with certified proof of receipt, and in addition, where feasible (for example, any transmittal of less than fifty (50) pages), by facsimile or electronic mail. All Notices shall be deemed received upon the date of delivery set forth in such certified proof, and all times for performance based upon notice shall be from the date set forth therein. Delivery shall be effected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days' notice as provided herein:

**TO DEVELOPER:** c/o Sitar Company  
1481 Oak Tree Road  
Iselin, New Jersey 08830  
Attn: William Sitar  
Phone: (732) 283-9000 x2130  
E-mail: sitar@sitarcompany.com

**With a copy to:** Craig M. Gianetti, Esq.  
Day Pitney LLP  
One Jefferson Road  
Parsippany, NJ 07054

Phone: (973) 966 8053  
E-mail: cgianetti@daypitney.com

**TO THE BOROUGH:  
& BOARD**

Borough Administrator/Municipal Clerk  
Borough Hall  
321 Baltimore Boulevard  
PO Box 296  
Sea Girt, NJ 08750  
Phone: (732) 449-9433 ext. 116  
Email:

**With Copies to:**

Raymond D. Bogan, Esq.  
Sinn, Fitzsimmons, Cantoli, Bogan, West & Steuerman  
501 Trenton Avenue  
P.O. Box 1347  
Point Pleasant Beach, NJ 08742  
732-892-1000  
Email:rbogan@lawyernjshore.com

Andrew Bayer, Esq.  
Pashman Stein Walder Hayden, PC  
Bell Works  
101 Crawfords Corner Road, Suite 4202  
Holmdel, NJ 07733  
Phone: (732) 852-2481  
E-mail: abayer@pashmanstein.com

In the event any of the individuals identified above has a successor, the individual identified shall name the successor and notify all others identified of their successor.

**ARTICLE VIII - MISCELLANEOUS**

**8.1 Necessity of Required Approvals:** The Parties recognize that the site plans required to implement the Developments provided in this Agreement, and such other actions as may be required of the Board or Borough under this Agreement, cannot be approved except in accordance with their duties and the procedures established by law. Nothing in this Agreement is intended to constrain that judgment or to authorize any action not taken in accordance with procedures established by law, it being understood that any such action shall be in accordance with procedures established by law.

**8.2 Default.** In the event that any of the Parties shall fail to perform any material obligation on its part to be performed pursuant to the terms and conditions of this Agreement, unless such obligation is waived in writing by all of the other Parties for whose benefit such



obligation is intended, such failure to perform shall constitute a default of this Agreement. Upon the occurrence of any default, the non-defaulting Party shall provide notice of the default and the defaulting Party shall have a reasonable opportunity to cure the default within forty-five (45) days or such reasonable period of time as may be appropriate. In the event the defaulting Party fails to cure within forty-five (45) days or such reasonable period of time as may be appropriate, the Party(ies) for whose benefit such obligation is intended shall be entitled to exercise any and all rights and remedies that may be available in equity or under the laws of the State of New Jersey, including the right of specific performance to the extent available.

**8.3 Severability:** It is intended that the material provisions of this Agreement are not severable. If any material provision of this Agreement shall be fully adjudged by a court (including all appeals) to be invalid, illegal or unenforceable in any respect, the entire Agreement becomes invalid, illegal or unenforceable and the Parties shall be returned to their respective positions.

**8.4 Successors Bound:** The provisions of this Agreement shall run with the land, and the obligations and benefits hereunder shall be binding upon and inure to the benefit of the Parties, their successors, affiliates and assigns, including any person, corporation, partnership or other legal entity which at any particular time may have a fee title interest in the Property which is the subject of this Agreement. This Agreement may be enforced by any of the Parties, and their successors, affiliates and assigns.

**8.5 Disclaimer of Liability:** It is understood and agreed that this is a compromise and settlement of disputed claims, and that nothing in this Agreement shall be construed as an admission of liability on the part of the Parties, or any of the Parties' current or former elected and appointed officials, agents, representatives, employees, officers, directors, parents, subsidiaries, affiliates, attorneys and independent contractors, all of whom expressly deny any such liability.

**8.6 Governing Law:** This Agreement shall be governed by and construed by the laws of the State of New Jersey.

**8.7 No Modification:** This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties or, in the event of a partial assignment reference above in Section 8.4, signed by the assignee whose rights and obligations are affected by such modification, amendment, or alteration.

**8.8 Effect of Counterparts:** This Agreement may be executed simultaneously in one (1) or more facsimile or PDF counterparts, each of which shall be deemed an original. Any facsimile or PDF counterpart forthwith shall be supplemented by the delivery of an original counterpart pursuant to the terms for notice set forth in this Agreement.

**8.9 Voluntary Agreement:** The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each party is the proper person and possesses the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth in this Agreement.

**8.10 Interpretation:** Each of the Parties hereto acknowledges that this Agreement was not drafted by any one of the Parties, but was drafted, negotiated and reviewed by all Parties, and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. Each of the Parties expressly represents to the other Parties that: (a) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (b) it has conferred due authority for execution of this Agreement upon the person(s) executing it.

**8.11 Schedules:** Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and Schedules now and/or in the future are hereby made or will be made a part of this Agreement with prior written approval of both Parties.

**8.12 Entire Agreement:** This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior oral and written agreements between the parties with respect to the subject matter hereof except as otherwise provided.

**8.13 Effective Date:** The effective date ("*Effective Date*") of this Agreement shall be the date upon which the last of the Parties to execute this Agreement has executed and delivered this Agreement and upon approval of this agreement at a duly noticed fairness hearing at which both parties shall appear and seek a determination by the Court that this agreement is fair and reasonable to lower income households.

**8.14 Waiver.** The Parties agree that this Agreement is enforceable. Each of the Parties waives all rights to challenge the validity or the ability to enforce this Agreement. Failure to enforce any of the provisions of this Agreement by any of the Parties shall not be construed as a waiver of these or other provisions.

**8.15 Captions.** The captions and titles to this Agreement and the several sections and subsections are inserted for purposes of convenience of reference only and are in no way to be construed as limiting or modifying the scope and intent of the various provisions of this Agreement.

**8.16 Construction, Resolution of Disputes.** Jurisdiction of any litigation ensuing with regard to this Agreement exclusively shall be in the Superior Court of New Jersey, with venue in Monmouth County. Service of any complaint may be effected consistent with the terms hereof for the delivery of "Notices," hereinafter defined. The Parties waive formal service of process. The Parties expressly waive trial by jury in any such litigation.

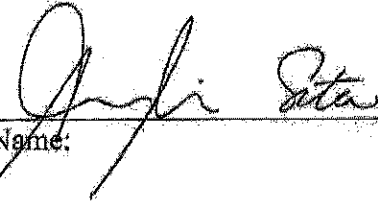
**8.17 Conflicts.** The Parties acknowledge that this Agreement cannot be affected by the DJ Action or any amendments to the Borough's Fair Share Plan or zoning ordinances, and this Agreement shall control with respect to those matters as applied to the Property.

**8.18 Transferability.** Developer shall not transfer the development rights bestowed upon it in this Agreement to another developer without the Borough's Consent, which shall not be unreasonably withheld.

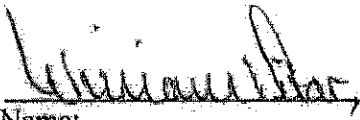
**8.19 Recitals.** The recitals of this Agreement are incorporated by reference.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be properly executed, their corporate seals affixed and attested and this Agreement to be effective as of the Effective Date.

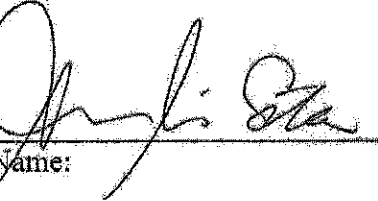
Attest:

  
Name: \_\_\_\_\_

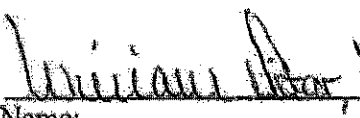
501 WASHINGTON BLVD, LLC

By:   
Name: \_\_\_\_\_  
Title: Member  
Date: December 17, 2020

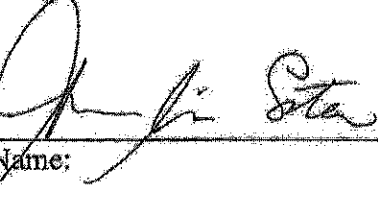
Attest:

  
Name: \_\_\_\_\_

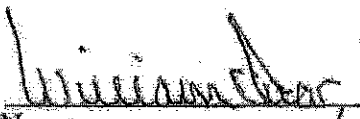
503 WASHINGTON BLVD., LLC

By:   
Name: \_\_\_\_\_  
Title: Member  
Date: December 17, 2020

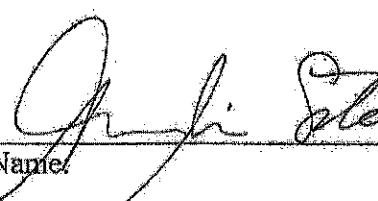
Attest:

  
Name: \_\_\_\_\_

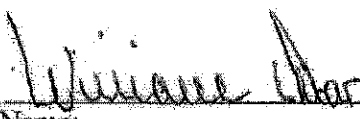
SITCO SEA GIRT, LLC

By:   
Name: \_\_\_\_\_  
Title: Member  
Date: December 17, 2020

Attest:

  
Name: \_\_\_\_\_

SEA GIRT FIFTH AVENUE LLC

By:   
Name: \_\_\_\_\_  
Title: Member  
Date: December 17, 2020

**EXHIBIT A**

**CONCEPT SITE PLAN FOR NORTH AND  
SOUTH DEVELOPMENT**

**EXHIBIT B**

**ELEVATIONS  
FOR NORTH DEVELOPMENT AND SOUTH DEVELOPMENT**

**EXHIBIT C**  
**REZONING ORDINANCE**

**EXHIBIT A**

**CONCEPT SITE PLAN FOR NORTH AND  
SOUTH DEVELOPMENT**

**EXHIBIT B**

**ELEVATIONS  
FOR NORTH DEVELOPMENT AND SOUTH DEVELOPMENT**



**EXHIBIT C**  
**REZONING ORDINANCE**

Attest:

Lorraine P. Carafa

Name: Lorraine P. Carafa

Title: Municipal Clerk and Administrator

Attest:

Name:

Title: Municipal Clerk and Administrator

**BOROUGH OF SEA GIRT,**  
A Municipal Corporation of the  
State of New Jersey

By: Ken Ferrell

Name: Ken Ferrell

Title: Mayor

Date: 12/23, 2020

**BOROUGH OF SEA GIRT PLANNING  
BOARD,**  
A Municipal Corporation of the  
State of New Jersey

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_, 2020