

**RESOLUTIONS APPROVED BY THE BOROUGH COUNCIL OF JANUARY 9, 2025**

**25-17 RESOLUTION FOR PAYMENT OF BILLS**

**25-18 RESOLUTION AWARDING A PROFESSIONAL SERVICES CONTRACT TO FAIRVIEW INSURANCE AGENCY ASSOCIATES, INC. FOR PROPERTY & CASUALTY INSURANCE BROKERAGE AND RISK MANAGEMENT SERVICES**

**25-19 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH MONMOUTH COUNTY SPCA FOR ANIMAL CONTROL OFFICER SERVICES**

**25-20 RESOLUTION AUTHORIZING THE BOROUGH MANAGER TO EXECUTE A GRANT AGREEMENT WITH THE STATE OF NEW JERSEY**

**25-21 RESOLUTION AUTHORIZING THE BOROUGH MANAGER TO EXECUTE AN AGREEMENT WITH SEE MY LEGACY, LLC**

**BOROUGH OF RED BANK  
COUNTY OF MONMOUTH**

**RESOLUTION NO. 25-17**

**RESOLUTION FOR PAYMENT OF BILLS**

**BE IT RESOLVED** by the Mayor and Council of the Borough of Red Bank that the bills be paid as on attached check registers:

**January 9, 2025 Bill List - Borough of Red Bank**

| Check Type    | Count | Total          |
|---------------|-------|----------------|
| Manual Check  | 130   | \$1,802,641.12 |
| Meeting Check | 0     |                |
| Total         | 130   | \$1,802,641.12 |

| Checking Account | Check Type   | Count | Total          |
|------------------|--------------|-------|----------------|
| CAPITAL ACCOUNT  | Manual Check | 1     | \$4,329.33     |
| CURRENT - VALLEY | Manual Check | 78    | \$997,101.58   |
| DOG LICENSE AC   | Manual Check | 2     | \$83.40        |
| GRANT FUND-VNB   | Manual Check | 10    | \$28,170.73    |
| MCIA LEASE       | Manual Check | 2     | \$5,378.45     |
| PARKNG OPER VAL  | Manual Check | 8     | \$43,196.07    |
| PAYROLL          | Manual Check | 2     | \$1,659.00     |
| RCA              | Manual Check | 2     | \$871.38       |
| TRUST ACCOUNT    | Manual Check | 9     | \$130,273.26   |
| TTL REDEMPTION   | Manual Check | 1     | \$15,124.50    |
| VALLEY-PCARD     | Manual Check | 1     | \$21.30        |
| WATER OPERATING  | Manual Check | 13    | \$532,920.12   |
| WIRE             | Manual Check | 1     | \$43,512.00    |
| Total            | All Checking | 130   | \$1,802,641.12 |

| Checking Account | Count | Total          |
|------------------|-------|----------------|
| CAPITAL ACCOUNT  | 1     | \$4,329.33     |
| CURRENT - VALLEY | 78    | \$997,101.58   |
| DOG LICENSE AC   | 2     | \$83.40        |
| GRANT FUND-VNB   | 10    | \$28,170.73    |
| MCIA LEASE       | 2     | \$5,378.45     |
| PARKNG OPER VAL  | 8     | \$43,196.07    |
| PAYROLL          | 2     | \$1,659.00     |
| RCA              | 2     | \$871.38       |
| TRUST ACCOUNT    | 9     | \$130,273.26   |
| TTL REDEMPTION   | 1     | \$15,124.50    |
| VALLEY-PCARD     | 1     | \$21.30        |
| WATER OPERATING  | 13    | \$532,920.12   |
| WIRE             | 1     | \$43,512.00    |
| Total            | 130   | \$1,802,641.12 |

|                               | MOVED | SECONDED | AYES | NAYS | ABSTAIN | ABSENT |
|-------------------------------|-------|----------|------|------|---------|--------|
| Councilmember Bonatakis       |       |          | X    |      |         |        |
| Councilmember Cassidy         |       | X        | X    |      |         |        |
| Councilmember Facey-Blackwood |       |          | X    |      |         |        |
| Councilmember Forest          |       |          | X    |      |         |        |
| Councilmember Jannone         |       |          | X    |      |         |        |
| Deputy Mayor Triggiano        | X     |          | X    |      |         |        |
| Mayor Portman                 |       |          | X    |      |         |        |
| <b>ON CONSENT AGENDA</b>      | Yes   | X        |      | No   |         |        |

I hereby certify that the above Resolution was adopted by the Borough Council of the Borough of Red Bank, In the County of Monmouth at a Meeting held on January 9, 2025.

*Bonnie K. Thomas*

Bonnie K. Thomas  
Deputy Borough Clerk

**BOROUGH OF RED BANK  
COUNTY OF MONMOUTH**

**RESOLUTION NO. 25-18**

**RESOLUTION AWARDING A PROFESSIONAL SERVICES CONTRACT TO FAIRVIEW INSURANCE AGENCY  
ASSOCIATES, INC. FOR PROPERTY & CASUALTY INSURANCE BROKERAGE AND RISK MANAGEMENT SERVICES**

**WHEREAS**, the Borough of Red Bank is a member of the Monmouth County Municipal Joint Insurance Fund and the Municipal Excess Liability Joint Insurance Fund; and

**WHEREAS**, the bylaws of the funds require that each municipality appoint a Risk Management Consultant to perform various professional services detailed in the bylaws; and

**WHEREAS**, Fairview Insurance Agency Associates, Inc. will provide said services at the rates established and paid under the bylaws of the funds; and

**WHEREAS**, the value of the services to be provided by Fairview Insurance Agency Associates, Inc. under said contract may exceed \$17,500.00; and

**WHEREAS**, Fairview Insurance Agency Associates, Inc. shall be required to complete and submit a Business Entity Disclosure Certification which certifies that Fairview Insurance Agency Associates, Inc. has not made any reportable contributions to a political or candidate committee in the Borough in the previous one year, and that the contract will prohibit Fairview Insurance Agency Associates, Inc. from making any reportable contributions during the term of the contract; and

**WHEREAS**, the Local Public Contracts Law, N.J.S.A. 40 A: 11-5(1)(a)(i), requires the public advertisement of notice with respect to contracts for professional services awarded without competitive bids;

**NOW THEREFORE, BE IT RESOLVED**, that the Mayor & Council of the Borough of Red Bank hereby authorizes the Mayor and Borough Clerk to enter into a contract with Fairview Insurance Agency Associates, Inc. in accordance with the foregoing under the following terms:

1. The Mayor and/or Borough Administrator are hereby authorized and directed to enter into a professional services contract with Fairview Insurance Agency Associates, Inc. of Verona, New Jersey to perform Property & Casualty Insurance Brokerage and Risk Management Services with a contract term of one (1) year to terminate on December 31, 2025.
2. The engagement of Fairview Insurance Agency Associates, Inc. is exempt from public bidding as a professional service under N.J.S.A. 40A:11-5.1(a)(i), and is being awarded under a non-fair and open process in accordance with New Jersey's Pay-to-Play law.
3. Notice of the Resolution shall be published in the designated official newspapers as required by law within ten (10) days of the passage of this Resolution.
4. A certified copy of this resolution be forwarded to the Borough Administrator, Chief Financial Officer, Monmouth County Joint Insurance Fund, and Fairview Insurance Agency Associates, Inc.

|                               | MOVED        | SECONDED | AYES    | NAYS | ABSTAIN | ABSENT |   |
|-------------------------------|--------------|----------|---------|------|---------|--------|---|
| Councilmember Bonatakis       |              |          | X       |      |         |        | I hereby certify that the above Resolution was adopted by the Borough Council of the Borough of Red Bank, In the County of Monmouth at a Meeting held on January 9, 2025.<br><br><i>Bonnie K. Thomas</i><br>_____<br>Bonnie K. Thomas<br>Deputy Borough Clerk |
| Councilmember Cassidy         |              | X        | X       |      |         |        |   |
| Councilmember Facey-Blackwood |              |          | X       |      |         |        |   |
| Councilmember Forest          |              |          | X       |      |         |        |   |
| Councilmember Jannone         |              |          | X       |      |         |        |   |
| Councilmember Triggiano       | X            |          | X       |      |         |        |   |
| Mayor Portman                 |              |          | X       |      |         |        |   |
| <b>ON CONSENT AGENDA</b>      | Yes <u>X</u> |          | No ____ |      |         |        |   |

**BOROUGH OF RED BANK  
COUNTY OF MONMOUTH**

**RESOLUTION NO. 25-19**

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH  
MONMOUTH COUNTY SPCA FOR ANIMAL CONTROL OFFICER SERVICES**

**WHEREAS**, the Uniform Shared Services and Consolidated Act, N.J.S.A. 40A:65-1 *et seq.* (the "Act") authorizes local government units to enter into agreements with each other to provide or receive any service which the parties to an agreement are empowered to render or contact for within their own jurisdiction; and

**WHEREAS**, the Monmouth County SPCA ("SPCA") submitted a proposal for calendar year 2025 to the Borough of Red Bank (the "Borough") for Animal Control Services; and

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Red Bank as follows:

1. The Borough is hereby authorized to enter into the Shared Services Agreement with Monmouth County SPCA, which is attached hereto as Exhibit A.
2. That a certified copy of this resolution shall be provided to the Borough Manager, and Monmouth County SPCA.

|                               | MOVED        | SECONDED | AYES | NAYS     | ABSTAIN | ABSENT | I hereby certify that the above Resolution was adopted by the Borough Council of the Borough of Red Bank, In the County of Monmouth at a Meeting held on January 9, 2025.<br><br><u>Bonnie K. Thomas</u><br>Bonnie K. Thomas<br>Deputy Borough Clerk |
|-------------------------------|--------------|----------|------|----------|---------|--------|--|
| Councilmember Bonatakis       |              |          | X    |          |         |        |  |
| Councilmember Cassidy         |              | X        | X    |          |         |        |  |
| Councilmember Facey-Blackwood |              |          | X    |          |         |        |  |
| Councilmember Forest          |              |          | X    |          |         |        |  |
| Councilmember Jannone         |              |          | X    |          |         |        |  |
| Councilmember Triggiano       | X            |          | X    |          |         |        |  |
| Mayor Portman                 |              |          | X    |          |         |        |  |
| ON CONSENT AGENDA             | Yes <u>X</u> |          |      | No _____ |         |        |  |

# EXHIBIT A

**MONMOUTH COUNTY MCSPCA  
SOCIETY FOR PREVENTION OF CRUELTY TO ANIMALS LAW ENFORCEMENT DIVISION  
260 WALL STREET, EATONTOWN, NEW JERSEY 07724  
732-542-0040 FAX: 7.M-M -4552**

THIS AGREEMENT, made this     day of     by and between the

MONMOUTH COUNTY SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS, a non-profit 501(c)3 organization having principal offices at 260 Wall Street, Eatontown, New Jersey, hereinafter referred to as the "MCSPCA" and the Borough of Red Bank, a municipal corporation of the State of New Jersey, having principal offices at 90 Monmouth Street, Red Bank, New Jersey 07701, hereinafter, referred to as the "Municipality".

WHEREAS, the Municipality wishes to retain the services of the MCSPCA for animal control for a period beginning the 1st day of January 2024 and ending on the 31st day of December, 2024

NOW THEREFORE, in consideration of the mutual agreements set forth below, it is agreed that:

1. The MCSPCA shall make their services as independent contractor, as an animal service provider, as hereinafter described, available to the Municipality on a daily basis, during standard business hours, as needed, five (5) days a week. Weekends, Holidays and Night emergency services (after standard day time business hours), will also be provided when necessary on the terms stated. Services are defined as the rescue, custody and care of injured animals, trapped animals, sick animals, animals whose lives are endangered or animals present a danger to humans, including those who have bitten a person. For the purpose of this Agreement, marine mammals, feral cat colonies and dead deer are specifically excluded, neither shall the MCSPCA trap, rescue, or relocate or care for geese unless same is in need of veterinary care.

Upon the Municipality's request, or in the case for the need of animal humane and/or Services as defines herein, feral cat colonies will remain the responsibility of the person "caretaker" caring for the cats. If there is a sick, rabid, or injured cat, the MCSPCA will provide services and assistance, and shall be entitled to be reimbursed for all the costs and expenses to said feral cat colony. If the colony is abandoned by the caretaker and the MCSPCA is called to remove any and/or care for the colony, the costs and expenses incurred by the MCSPCA will be in addition to the cost for Services and will be the responsibility of the Municipality. If the Municipality enters into a Memorandum of Understanding (MOU) with the MCSPCA for the purpose of TNR, then all terms of the MOU shall be set forth as agreed upon by the MCSPCA and the Municipality and shall supersede certain terms in the contract.

2. The Municipality will pay the MCSPCA the sum of \$57,600.00 annually. The said sum to be prorated on a monthly basis of \$4800.00. Payment for all services, including additional costs and expenses as stated herein, and unless express terms to the contrary are agreed, are due thirty (30) days after presentment of invoice and/or Municipality voucher executed by appropriate party, time is of the essence.
3. It is expressly understood, except as otherwise stated, the services include all the costs and expenses incurred by the MCSPCA or its animal control officer in the maintenance of custodial facilities and vehicle to be used by the animal control officer.

4. Upon a request from the Municipality, the MCSPCA shall respond to an emergency as defined herein. Emergency veterinary treatment will be provided to an ill or injured animal as required by the State Law regulation. The MCSPCA reserves the right in its sole discretion to determine that if the animal requires transportation to an emergency clinic on nights, weekends, or holidays, when our own veterinarians are not available.  
  
If there is no known owner, the cost of in house services shall be covered by the MCSPCA any expense incurred by the MCSPCA for outside veterinary services will be the responsibility of the Municipality. If the owner is known, the cost and expenses will be bore by the owner.
5. The MCSPCA shall, at the request of an owner of an unwanted animal, render assistance in delivery of said animal to an appropriate humane shelter, including a shelter maintained by the SPCA. The MCSPCA will be paid for the cost and expenses of such assistance, which shall be the responsibility of the owner.
6. The MCSPCA shall use reasonable efforts to impound any stray, abandoned or unlicensed dog or cat, running at large on public property within the municipality. When such impoundment occurs, the dog or cat shall be put up for adoption or humanly disposed of, at the sole and exclusive discretion of the SPCA, after seven (7) day statutory hold period. It is expressly understood, once the MCSPCA accepts any animal and takes it into custody; it shall become the property of the MCSPCA for the disposition a stated above. The MCSPCA Animal Control Officer (ACO) or MCSPCA Humane Law Enforcement Officer shall issue summons for Municipal Ordinances and NJ Title 4 pertaining to all animal laws that apply under the scope of the ACO's employment. (ie: Dog/Cat licensing, animals running at large, dangerous dog)
7. Upon proof of ownership, any person may redeem his/her animal from the MCSPCA upon payment to the MCSPCA and shall be responsible to pay for any vaccinations and/or necessary medical treatment that the medical team deemed necessary. Once the ownership is established, and the animal is no longer a stray, regular boarding rates at \$20.00 per day shall be paid to the MCSPCA by the owner prior to the release of the animal. No release or redemption shall be honored unless the owner provides proof of ownership and produces a current municipal dog/cat license if applicable. If an animal is unclaimed after seven (7) days, the MCSPCA shall by law take ownership of the animal and offer the animal for adoption, humanly disposed or any other disposition that the MCSPCA deems humanely appropriate.
8. Any stray dog, cat or any other animal taken into the custody of the MCSPCA and charged with biting a human being, shall be quarantined for the required period of ten (10) days. The cost and expenses incurred during this period shall be the responsibility of the owner. If no known owner, the costs shall be absorbed by the SPCA.
9. Transportation of the head of the animal suspected of rabies to the State department shall be provided by the MCSPCA under the condition that the said animal expired on the premises before the ten (10) day quarantine period referred to above. The fee for removal of the head and deliver for rabies examination will be paid by the owner of the animal or absorbed by the MCSPCA if the owner is unknown.
10. The animal control officer shall be an employee of the SPCA. The MCSPCA shall indemnify and hold the Municipality harmless from and against any damage caused by the animal control officer, expressly excluded damage caused by the animal.
11. Removal of an animal, including wildlife, inside a home, apartment building, garage, roof, etc., "residence", is not covered under this agreement. The MCSPCA reserves the right to answer/respond to those calls; however, the owner of the premises will be charged \$90.00 per hour during standard business hours and \$118.00 after standard hours. If the nature of the call is deemed by a police officer to pose a public safety risk, the MCSPCA shall respond and handle the call at no cost to the homeowner.

12. The MCSPCA shall not be responsible for handling deer or any wildlife carcasses; however the MCSPCA shall retrieve infirmed/ injured deer or wildlife at the SPCA's discretion.
13. The Municipality will be charged at an additional charge, a boarding fee of \$20.00 per day, payable monthly, for any animal which, upon request of the Municipality as part of a court process or upon order from a court shall impound an animal. The Municipality agrees to expressly seek reimbursement from the costs uncured by the MCSPCA as any judgement from the owner, in the absence as such; the costs shall be the responsibility of the Municipality.
14. The signatory of this document represents that it/he/she possess the requisite authority to bind the public entity further represents the execution of the Agreement is authorized by Municipality.
15. Except for non-payment, this Agreement contract may be determined during the Term by either party upon sixty (60) days written notice by Certified Mail, Return Receipt Requested, to the other party, in its sole discretion the terminating party may provide an opportunity to cure.
16. It is expressly agreed that the MCSPCA is not obligated to incur any cost, expense or legal fees as a consequence of the failure of the Municipality to timely and fully remit all payment due hereunder; such costs, expenses, legal fees shall be the sole responsibility of the Municipality.
17. The Parties hereto shall indemnify and hold the other harmless from and against any claim, award, cost, expense by any third party, not affiliated in any way employed by either party for any damage or injury caused by the act or omission of the indemnifying party or its agents.



Monmouth County  
SPCA

NOT-FOR PROFIT  
ORGANIZATION  
Founded in 1945

260 Wall Street  
Eatontown, NJ 07724

732.542.0040  
Fax 732.542.4552

#### BOARD OF TRUSTEES

Ross Licitra  
Executive Director

Andrew Grossman  
President

Gary Goldfarb  
Vice President

Laura Baker  
Paul Turner  
Robert Horevick  
Fred Vaccaro  
J. Lynn Maggallia

September 19, 2024

James Gant  
Borough of Red Bank  
Borough Manager  
90 Monmouth Street  
Red Bank, New Jersey 07701

Ref: Animal Control Bid for 2025

Dear Mr. Gant,

The Monmouth County SPCA is pleased to submit a contract proposal for the 2025 calendar year for animal control services for the Borough of Red Bank. If accepted, the Monmouth County SPCA is looking forward to working with the Borough of Red Bank by providing exceptional service.

Some points in the contract that I would like to highlight are as follows:

- No cost for "in house" medical services
- Municipal Ordinance enforcement as well as NJ Title 4
- Private property response on a police officer's request
- TNR option to provide a cost savings to the Borough

Sincerely,

Ross Licitra  
Executive Director  
Monmouth County SPCA



facebook.com/MonmouthCountySPCA



@TheMCSPCA



youtube.com/MonmouthCountySPCA



# MONMOUTH COUNTY MCSPCA

**SOCIETY FOR PREVENTION OF CRUELTY TO ANIMALS  
LAW ENFORCEMENT DIVISION  
260 WALL STREET, EATONTOWN, NEW JERSEY 07724  
732-542-0040  
FAX: 732-542-4552**

**THIS AGREEMENT**, made this                      day of                      by                      and                      between                      the  
**MONMOUTH COUNTY SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS**, a non-profit 501(c)3 organization having principal offices at 260 Wall Street, Eatontown, New Jersey, hereinafter referred to as the "MCSPCA " and                      the Borough of Red Bank                      , a municipal corporation of the State of New Jersey, having principal offices at 90 Monmouth Street, Red Bank, New Jersey 07701, hereinafter, referred to as the "Municipality".

**WHEREAS**, the Municipality wishes to retain the services of the MCSPCA for animal control for a period beginning the 1st day of January 2025 and ending on the 31<sup>st</sup> day of December, 2025

**NOW THEREFORE**, in consideration of the mutual agreements set forth below, it is agreed that:

1. The MCSPCA shall make their services as independent contractor, as an animal service provider, as hereinafter described, available to the Municipality on a daily basis, during standard business hours, as needed, five (5) days a week. Weekends, Holidays and Night emergency services (after standard day time business hours), will also be provided when necessary on the terms stated. Services are defined as the rescue, custody and care of

injured animals, trapped animals, sick animals, animals whose lives are endangered or animals present a danger to humans, including those who have bitten a person.

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2. The Municipality will pay the MCSPCA the sum of \$59,328.00 annually. The said sum to be prorated on a monthly basis of \$4944.00. Payment for all services, including additional costs and expenses as stated herein, and unless express terms to the contrary are agreed, are due thirty (30) days after presentment of invoice and/or Municipality voucher executed by appropriate party, time is of the essence.
3. It is expressly understood, except as otherwise stated, the services include all the costs and expenses incurred by the MCSPCA or its animal control officer in the maintenance of custodial facilities and vehicle to be used by the animal control officer.

4. Upon a request from the Municipality, the MCSPCA shall respond to an emergency as defined herein. Emergency veterinary treatment will be provided to an ill or injured animal as required by the State Law regulation. The MCSPCA reserves the right in its sole discretion to determine that if the animal requires transportation to an emergency clinic on nights, weekends, or holidays, when our own veterinarians are not available.

If there is no known owner, the cost of in house services shall be covered by the MCSPCA any expense incurred by the MCSPCA for outside veterinary services will be the responsibility of the Municipality. If the owner is known, the cost and expenses will be bore by the owner.

5. The MCSPCA shall, at the request of an owner of an unwanted animal, render assistance in delivery of said animal to an appropriate humane shelter, including a shelter maintained by the SPCA. The MCSPCA will be paid for the cost and expenses of such assistance, which shall be the responsibility of the owner.
6. The MCSPCA shall use reasonable efforts to impound any stray, abandoned or unlicensed dog or cat, running at large on public property within the municipality. When such impoundment occurs, the dog or cat shall be put up for adoption or humanly disposed of, at the sole and exclusive discretion of the SPCA, after seven (7) day statutory hold period. It is expressly understood, once the MCSPCA accepts any animal and takes it into custody; it shall become the property of the MCSPCA for the disposition a stated above. The MCSPCA Animal Control Officer (ACO) or MCSPCA Humane Law Enforcement Officer shall issue summons for Municipal Ordinances and NJ Title 4 pertaining to all animal laws that apply under the scope of the ACO's employment. (ie: Dog/Cat licensing, animals running at large, dangerous dog)

7. Upon proof of ownership, any person may redeem his/her animal from the MCSPCA upon payment to the MCSPCA and shall be responsible to pay for any vaccinations and/or necessary medical treatment that the medical team deemed necessary. Once the ownership is established, and the animal is no longer a stray, regular boarding rates at \$20.00 per day shall be paid to the MCSPCA by the owner prior to the release of the animal. No release or redemption shall be honored unless the owner provides proof of ownership and produces a current municipal dog/cat license if applicable. If an animal is unclaimed after seven (7) days, the MCSPCA shall by law take ownership of the animal and offer the animal for adoption, humanly disposed or any other disposition that the MCSPCA deems humanely appropriate.
8. Any stray dog, cat or any other animal taken into the custody of the MCSPCA and charged with biting a human being, shall be quarantined for the required period of ten (10) days. The cost and expenses incurred during this period shall be the responsibility of the owner. If no known owner, the costs shall be absorbed by the SPCA.
9. Transportation of the head of the animal suspected of rabies to the State department shall be provided by the MCSPCA under the condition that the said animal expired on the premises before the ten (10) day quarantine period referred to above. The fee for removal of the head and deliver for rabies examination will be paid by the owner of the animal or absorbed by the MCSPCA if the owner is unknown.
10. The animal control officer shall be an employee of the SPCA. The MCSPCA shall indemnify and hold the Municipality harmless from and against any damage caused by the animal control officer, expressly excluded damage caused by the animal.

11. Removal of an animal, including wildlife, inside a home, apartment building, garage, roof, etc., "residence", is not covered under this agreement. The MCSPCA reserves the right to answer/respond to those calls; however, the owner of the premises will be charged \$90.00 per hour during standard business hours and \$118.00 after standard hours. If the nature of the call is deemed by a police officer to pose a public safety risk, the MCSPCA shall respond and handle the call at no cost to the homeowner.
12. The MCSPCA shall not be responsible for handling deer or any wildlife carcasses; however the MCSPCA shall retrieve infirmed/ injured deer or wildlife at the SPCA's discretion.
13. The Municipality will be charged at an additional charge, a boarding fee of \$20.00 per day, payable monthly, for any animal which, upon request of the Municipality as part of a court process or upon order from a court shall impound an animal. The Municipality agrees to expressively seek reimbursement from the costs uncured by the MCSPCA as any judgement from the owner, in the absence as such; the costs shall be the responsibility of the Municipality.
14. The signatory of this document represents that it/he/she possess the requisite authority to bind the public entity further represents the execution of the Agreement is authorized by Municipality.
15. Except for non-payment, this Agreement contract may be determined during the Term by either party upon sixty (60) days written notice by Certified Mail, Return Receipt Requested, to the other party, in its sole discretion the terminating party may provide an opportunity to cure.
16. It is expressively agreed that the MCSPCA is not obligated to incur any cost, expense or legal fees as a consequence of the failure of the Municipality to timely and fully remit all payment due hereunder; such costs, expenses, legal fees shall be the sole responsibility of the Municipality.

17. The Parties hereto shall indemnify and hold the other harmless from and against any claim, award, cost, expense by any third party, not affiliated in any way employed by either party for any damage or injury caused by the act or omission of the indemnifying party or its agents.

THIS AGREEMENT is a sole expression of the understanding between the parties and may only be modified by a written amendment signed by both parties.

**MONMOUTH COUNTY SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS**

BY: 

**Ross Licitra**  
**Executive Director**

**\*MUNICIPALITY\* Borough of Red Bank**

BY: \_\_\_\_\_

\_\_\_\_\_

**ATTEST**

Project Name: **Monmouth Boat Club**  
Project Number: **2024.M081**

**ATTACHMENT E**

**PRESERVE NEW JERSEY HISTORIC PRESERVATION FUND ADMINISTERED BY THE NEW JERSEY HISTORIC TRUST**

**BOROUGH OF RED BANK**

**COUNTY OF MONMOUTH**

**RESOLUTION NO. 25-20**

**RESOLUTION AUTHORIZING THE BOROUGH MANAGER TO EXECUTE A GRANT AGREEMENT WITH THE STATE OF NEW JERSEY**

**WHEREAS**, The governing body/board of Borough of Red Bank desires to further historic preservation through a grant from the New Jersey Historic Trust, State of New Jersey in the amount of \$45,000 for the following project Monmouth Boat Club.

**NOW, THEREFORE, BE IT RESOLVED** that the governing body authorizes James Gant, Borough Manager, to execute a grant agreement with the State in an amount up to that awarded for the proposed project, and to seal the grant agreement.

|                               | MOVED | SECONDED | AYES | NAYS | ABSTAIN | ABSENT | <p>I hereby certify that the above Resolution was adopted by the Borough Council of the Borough of Red Bank, In the County of Monmouth at a Meeting held on January 9, 2025.</p> <p><i>Bonnie K. Thomas</i><br/>Bonnie K. Thomas<br/>Deputy Borough Clerk</p> |
|-------------------------------|-------|----------|------|------|---------|--------|---|
| Councilmember Bonatakis       |       |          | X    |      |         |        |   |
| Councilmember Cassidy         |       | X        | X    |      |         |        |   |
| Councilmember Facey-Blackwood |       |          | X    |      |         |        |   |
| Councilmember Forest          |       |          | X    |      |         |        |   |
| Councilmember Jannone         |       |          | X    |      |         |        |   |
| Councilmember Triggiano       | X     |          | X    |      |         |        |   |
| Mayor Portman                 |       |          | X    |      |         |        |   |
| <b>ON CONSENT AGENDA</b>      | Yes   | X        |      | No   |         |        |   |

Approved:



William Portman  
Mayor

Attested: *Bonnie K. Thomas*  
Bonnie K. Thomas  
Deputy Borough Clerk



**BOROUGH OF RED BANK**

**COUNTY OF MONMOUTH**

**RESOLUTION NO. 25-21**

**RESOLUTION AUTHORIZING THE BOROUGH MANAGER TO EXECUTE AN AGREEMENT WITH  
SEE MY LEGACY, LLC**

**WHEREAS**, the governing body/board of Borough of Red Bank desires to streamline memorial programs, campaigns for new sponsorships and initiative and volunteer management for specific events and committees through a digital platform known as See My Legacy; and

**WHEREAS**, this program can be used across several departments including Parks and Recreation, Community Engagement and Administration and that the program's efficiency will encourage more volunteer opportunities and participation and modernize our sponsorship initiative.

**NOW, THEREFORE, BE IT RESOLVED** that the governing body authorizes James Gant, Borough Manager, to execute an agreement with See My Legacy, LLC in the amount not to exceed \$2,499.00.

|                               | MOVED | SECONDED | AYES | NAYS | ABSTAIN | ABSENT | <p>I hereby certify that the above Resolution was adopted by the Borough Council of the Borough of Red Bank, In the County of Monmouth at a Meeting held on January 9, 2025.</p> <p><i>Bonnie K. Thomas</i><br/>Bonnie K. Thomas<br/>Deputy Borough Clerk</p> |
|-------------------------------|-------|----------|------|------|---------|--------|---|
| Councilmember Bonatakis       |       |          | X    |      |         |        |   |
| Councilmember Cassidy         |       | X        | X    |      |         |        |   |
| Councilmember Facey-Blackwood |       |          | X    |      |         |        |   |
| Councilmember Forest          |       |          | X    |      |         |        |   |
| Councilmember Jannone         |       |          | X    |      |         |        |   |
| Councilmember Triggiano       | X     |          | X    |      |         |        |   |
| Mayor Portman                 |       |          | X    |      |         |        |   |
| ON CONSENT AGENDA             | Yes X |          |      | No   |         |        |   |