

**AGENDA
REGULAR MEETING
BOROUGH OF SEA BRIGHT**

MARCH 19, 2024

SEA BRIGHT, NEW JERSEY

TO ATTEND THIS MEETING REMOTELY PLEASE USE THE FOLLOWING:

<https://meet.goto.com/374495301>

OR DIAL: (571) 317-3122

Access Code: 374-495-301

CALL MEETING TO ORDER: 7:00pm

PLEDGE OF ALLEGIANCE

COMPLIANCE STATEMENT (N.J.S.A. 10:4-18)

Good Evening Ladies and Gentlemen. This Meeting Is Now Called To Order: In Line with The Borough of Sea Bright's Longstanding Policy of Open Government, and in Compliance with the "Open Public Meetings Act" I Wish to Advise You That Adequate Notice of This Regularly Scheduled Meeting Was Sent to the Asbury Park Press and other local newspapers on January 8, 2024. In each instance, the Date, Time, And Location of This Meeting Were Provided in The Notice. This Meeting Is Open To The Public."

ROLL CALL:

Councilmember(s) BIEBER ____ CATALANO ____ GORMAN ____
 KEELER ____ LAMIA ____ LECKSTEIN ____
Mayor KELLY ____

**MOMENT OF SILENCE FOR THE FOLLOWING MEMBER OF THE SEA BRIGHT COMMUNITY
WHO PASSED AWAY: Ray Lena**

Resolution(s):

**No. 62-2024 Authorizing Hiring of Full Time Patrol Officer Sea Bright
Police Department**

Councilmember offered a motion to adopt Resolution No. 62-2024, seconded by
Councilmember

Roll Call: Bieber____ Catalano____ Gorman____ Keeler____ Lamia____ Leckstein____

**MAYOR KELLY TO ADMINISTER THE OATH OF OFFICE TO NEWLY APPOINTED
PATROL OFFICER: ALEXA N. SUSINO**

REMARKS FROM THE AUDIENCE (limited to 3 minutes)

The Public Comment portion of this meeting allows members of the audience to bring their concerns or comments to the Mayor and Council's attention. Pursuant to Borough Ordinance 3-2011, a member of the public who wishes to speak shall give his/her name and address for the record and may have up to three minutes to state his/her comments to the Mayor and Council as a Body. If additional time or information is requested, an appointment can be made with the Administrator's office during regular business hours.

CONSENT AGENDA

Councilmember _____ offered a motion to approve the items that are considered routine in nature under the consent agenda; seconded by Councilmember _____

Minutes

02-14-2024	Workshop Meeting
02-14-2024	Executive Session
02-20-2024	Special Workshop Meeting
02-20-2024	Executive Session
02-20-2024	Regular Meeting
03-05-2024	Budget Workshop Meeting
03-05-2024	Executive Session
03-06-2024	Special Meeting
03-06-2024	Executive Session

Resolutions:

- No. 63-2024 Authorizing Hiring of Police Officers Designation of Special Law Enforcement Officers - Class I**

- No. 64-2024 Hiring Volunteer Firefighter**

- No. 65-2024 Authorizing Submittal of an Application for FEMA Assistance to Firefighters Grant**

- No. 66-2024 Authorizing a One-Year Renewal of the Shared Services Agreement with The Borough of Oceanport for Municipal Court Facilities**

- No. 67-2024 Place-to-Place Transfer/Expansion of Licensed Premise Liquor License #1343-33-005-005
BD Adventures LLC d/b/a Brothers Daley**

- No. 68-2024 Authorizing Sewerage Rates and Charges for First, Second, Third and Fourth Quarters of 2024**

- No. 69-2024 Refund of Tax Overpayments**

- No. 70-2024 Donation of 2024 Beach Badges**

- No. 71-2024 Approving the Settlement Agreement with Settembrino Architects and Authorizing the Mayor to Sign**

Roll Call: Bieber____ Catalano____ Gorman____ Keeler____ Lamia____ Leckstein____

ORDINANCE(s):

Public Hearing: Mayor Kelly to read the ordinance by title:

ORDINANCE NO. 03-2024

AN ORDINANCE TO FIX THE COMPENSATION OF OFFICERS AND EMPLOYEES OF THE BOROUGH OF SEA BRIGHT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY FOR THE CALENDAR YEARS 2024 through 2026

Councilmember _____ offered a motion to open the public hearing on Ordinance No. 03-2024; seconded by Councilmember _____

Roll Call: Bieber___ Catalano___ Gorman___ Keeler___ Lamia___ Leckstein___

Public Hearing (Ord. No. 03-2024)

Councilmember _____ offered a motion to close the public hearing on Ordinance No. 03-2024; seconded by Councilmember _____

Roll Call: Bieber___ Catalano___ Gorman___ Keeler___ Lamia___ Leckstein___

Councilmember _____ offered a motion to adopt Ordinance No. 03-2024 and advertise according to law; seconded by Councilmember _____

Roll Call: Bieber___ Catalano___ Gorman___ Keeler___ Lamia___ Leckstein___

Introduction: Mayor Kelly to read the ordinance by title:

ORDINANCE NO. 04-2024

AN ORDINANCE AMENDING AND SUPPLEMENTING THE CODE OF THE BOROUGH OF SEA BRIGHT, CHAPTER 130, "LAND USE", AND TO ESTABLISH "SALT STORAGE REGULATIONS"

Councilmember _____ offered a motion to introduce Ordinance No. 04-2024 for a public hearing to be held on April 16, 2024 and advertise according to law; seconded by Councilmember _____

Roll Call: Bieber___ Catalano___ Gorman___ Keeler___ Lamia___ Leckstein___

Introduction: Mayor Kelly to read the ordinance by title:

ORDINANCE NO. 05-2024

AN ORDINANCE AMENDING AND SUPPLEMENTING THE CODE OF THE BOROUGH OF SEA BRIGHT, CHAPTER 130, "LAND USE", AND TO ESTABLISH "TREE PRESERVATION AND REPLACEMENT REGULATIONS"

Councilmember _____ offered a motion to introduce Ordinance No. 05-2024 for a public hearing to be held on April 16, 2024 and advertise according to law; seconded by Councilmember _____

Roll Call: Bieber___ Catalano___ Gorman___ Keeler___ Lamia___ Leckstein___

Introduction: Mayor Kelly to read the ordinance by title:

ORDINANCE NO. 06-2024
**AN ORDINANCE OF THE BOROUGH OF SEA BRIGHT, IN THE COUNTY OF MONMOUTH,
STATE OF NEW JERSEY AMENDING AND SUPPLEMENTING CHAPTER 201 OF THE
BOROUGH CODE REGARDING MOTORIZED VEHICLES**

Councilmember _____ offered a motion to introduce Ordinance No. 06-2024 for a public hearing to be held on April 16, 2024 and advertise according to law; seconded by Councilmember _____

Roll Call: Bieber____ Catalano____ Gorman____ Keeler____ Lamia____ Leckstein____

Introduction: Mayor Kelly to read the ordinance by title:

BOND ORDINANCE NO. 07-2024
**BOND ORDINANCE AMENDING BOND ORDINANCE NUMBER 2021-13 FINALLY
ADOPTED BY THE BOROUGH COUNCIL OF THE BOROUGH OF SEA BRIGHT, NEW
JERSEY ON AUGUST 17, 2021**

Councilmember _____ offered a motion to introduce Ordinance No. 07-2024 for a public hearing to be held on April 16, 2024 and advertise according to law; seconded by Councilmember _____

Roll Call: Bieber____ Catalano____ Gorman____ Keeler____ Lamia____ Leckstein____

Introduction: Mayor Kelly to read the ordinance by title:

ORDINANCE NO. 08-2024
**AN ORDINANCE AMENDING AND SUPPLEMENTING
CHAPTER 201, "VEHICLES AND TRAFFIC", OF THE
CODE OF THE BOROUGH OF SEA BRIGHT**

Councilmember _____ offered a motion to introduce Ordinance No. 08-2024 for a public hearing to be held on April 16, 2024 and advertise according to law; seconded by Councilmember _____

Roll Call: Bieber____ Catalano____ Gorman____ Keeler____ Lamia____ Leckstein____

INDIVIDUAL ACTION/New Business:

Vouchers: \$ 547,437.31

Councilmember _____ offered a motion to approve the Voucher List dated March 19, 2024 as submitted by the Finance Manager; seconded by Councilmember _____

Roll Call: Bieber____ Catalano____ Gorman____ Keeler____ Lamia____ Leckstein____

2024 BUDGET:

Res. No. 72-2024 Introduction of the 2024 Municipal Budget

Councilmember _____ offered a motion to introduce the 2024 Municipal Budget and to hold a public hearing on April 16, 2024; seconded by Councilmember _____

Roll Call: Bieber___ Catalano___ Gorman___ Keeler___ Lamia___ Leckstein___

Res. No. 73-2024 Self Examination of Budget

Councilmember _____ offered a motion to adopt Resolution No. 73-2024, seconded by Councilmember _____

Roll Call: Bieber___ Catalano___ Gorman___ Keeler___ Lamia___ Leckstein___

MAYOR AND COUNCIL COMMENTS

EXECUTIVE SESSION

Councilmember _____ offered a motion to enter in to Closed Session; seconded by Councilmember _____

Resolution to discuss: Litigation (Mad Hatter)

Roll Call: Bieber___ Catalano___ Gorman___ Keeler___ Lamia___ Leckstein___

Councilmember _____ offered a motion to re-open the meeting; seconded by Councilmember _____

Roll Call: Bieber___ Catalano___ Gorman___ Keeler___ Lamia___ Leckstein___

Resolution(s):

No. -2024 Consideration of Proposals Received for the Re-Development of the "Mad Hatter" Property, Block 19, Lot 3 – 10 East Ocean Avenue within the Borough of Sea Bright

Councilmember _____ offered a motion to adopt Resolution No. -2024, seconded by Councilmember _____

Roll Call: Bieber___ Catalano___ Gorman___ Keeler___ Lamia___ Leckstein___

ADJOURNMENT

Councilmember _____ offered a motion to adjourn the meeting; seconded by Councilmember _____

Roll Call: Bieber___ Catalano___ Gorman___ Keeler___ Lamia___ Leckstein___

RESOLUTION NO. 62-2024
AUTHORIZING HIRING OF FULL-TIME PATROL OFFICER
SEA BRIGHT POLICE DEPARTMENT

Councilmember introduced and offered for adoption the following Resolution; seconded
by Councilmember :

WHEREAS, there exists a need for a full-time Patrol Officer in the Sea Bright Police Department due to the resignation of Nicholas E. Turi; and

WHEREAS, in January 2021, Alexa N. Susino was hired as a Class I Special Officer and following her training at the Monmouth County Police Academy was appointed a Class II Special Officer in December of 2021; and

WHEREAS, Chief Friedman has affirmed that Alexa N. Susino meets all hiring requirements and qualifications in accordance with Chapter 39-3. "Qualifications of Members" and recommends she be hired as a full-time Patrol Officer; and

CERTIFICATION OF FUNDS

I, Michael J. Bascom, Chief Financial Officer of the Borough of Sea Bright, do hereby certify that funds are available in Police S/W:

MICHAEL J. BASCOM, CFO.

NOW, THEREFORE, BE IT RESOLVED that the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, do hereby authorize Alexa N. Susino be hired as a full time Patrol Officer within the Borough of Sea Bright Police Department, in accordance with Chapter 39 entitled "Police Department" of the Borough Code and Ordinance No. 04-2021 Fixing Salaries and Compensation of Officers and Employees.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to the following:

1. Alexa N. Susino
2. Chief of Police
3. Finance Manager

Roll Call: Bieber, Catalano, Gorman, Keeler, Lamia, Leckstein

March 19, 2024

CERTIFICATION

I, Christine Pfeiffer, do hereby certify that the foregoing is a resolution adopted by the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, at a Council Meeting held on March 19, 2024.

Christine Pfeiffer, Borough Clerk

RESOLUTION NO. 63-2024
AUTHORIZING HIRING OF POLICE OFFICERS
DESIGNATION OF SPECIAL LAW ENFORCEMENT OFFICERS - CLASS I

Councilmember introduced and offered for adoption the following Resolution; seconded by
Councilmember :

WHEREAS, there exists a need for Class I Special Officers in the Police Department in the Borough of Sea Bright; and

WHEREAS, Chief Brett Friedman requested that the following be appointed as Class I Special Law Enforcement Officers after fulfilling the required training at the Monmouth County Police Academy.

CLASS I SPECIAL LAW ENFORCEMENT OFFICERS

Jack Kilgallon
Anthony Lampasona

CERTIFICATION OF FUNDS

I, Michael J. Bascom, Chief Financial Officer of the Borough of Sea Bright, do hereby certify that funds are available in Police S/W for the purpose stated herein:

MICHAEL J. BASCOM, CFO

NOW, THEREFORE, BE IT RESOLVED that the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, does hereby approve the appointment of the above-mentioned Class I Special Law Enforcement Officers at an hourly rate of pay as specified in Ordinance No. 04-2021; and

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to the following:

1. Khristi Jacobs, Finance Manager
2. Brett Friedman, Police Chief
3. Appointees

Roll Call: Bieber, Catalano, Gorman, Keeler, Lamia, Leckstein

March 19, 2024

CERTIFICATION

I, Christine Pfeiffer, do hereby certify that the foregoing is a resolution adopted by the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, at a Council Meeting held on March 19, 2024.

Christine Pfeiffer, Borough Clerk

RESOLUTION NO. 64-2024
HIRING VOLUNTEER FIREFIGHTER
BOROUGH OF SEA BRIGHT FIRE DEPARTMENT

Councilmember offered the following resolution for approval; seconded by Councilmember
:

WHEREAS, Chapter 20, Section 20.4 of the General Code, Fire Department membership requires any person desiring membership in a volunteer fire department, shall complete an application; may be required to have a pre-appointment physical by a physician; and the Borough Council shall order a criminal background check to be conducted by the Chief of Police; and

WHEREAS, the Fire Department received an application from the following individual, all pre-appointment requirements have been met and the Fire Chief recommends they be hired to serve as a volunteer firefighter in the Sea Bright Fire/Rescue Department:

Full Membership
Matthew Morton

NOW, THEREFORE, BE IT RESOLVED that the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, does hereby accept and approve appointing the above-named individual to serve as a member in the Sea Bright Fire Department; and

BE IT FURTHER RESOLVED that the Borough Clerk is hereby authorized to send a certified copy of this resolution to the following:

1. Sea Bright Fire Chief
2. Individual Member

Roll Call: Bieber, Catalano, Gorman, Keeler, Lamia, Leckstein

March 19, 2024

CERTIFICATION

I, Christine Pfeiffer, do hereby certify that the foregoing is a resolution adopted by the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, at a Council Meeting held on March 19, 2024.

Christine Pfeiffer, Borough Clerk

RESOLUTION NO. 65-2024
AUTHORIZING SUBMITTAL OF AN APPLICATION
FOR FEMA ASSISTANCE TO FIREFIGHTERS GRANT

Councilmember introduced and offered for adoption the following Resolution; seconded by
Councilmember :

WHEREAS, the Federal Emergency Management Agency (FEMA) provides aid to local firefighters and first responders through its Assistance to Firefighters Grant (AFG) Program to enhance the safety of the public and firefighters by providing direct financial assistance to obtain critically needed equipment, protective gear, emergency vehicles, training and other resources required to protect the public and emergency personnel from fire and related hazards; and

WHEREAS, the Sea Bright Fire Department is seeking such assistance to purchase eight (8) AEDs and three (3) RIT packs to support the department in serving our community; and

WHEREAS, the Sea Bright Fire Department is eligible and desires to apply for \$42,000.00 in Assistance to Firefighters grant funds for the purpose stated herein; and

WHEREAS, the Borough of Sea Bright Fire Department is prepared to provide the required 5% local share of \$2,100.00 should an application be successful; and

CERTIFICATION OF FUNDS

I, Michael J. Bascom, Chief Financial Officer of the Borough of Sea Bright, do hereby certify that funds will be available in the 2024 budget under Fire Department Line Item #4-01-25-265-230 for the required 5% matching portion in the amount of \$2,100.00.

MICHAEL J. BASCOM, CFO

NOW, THEREFORE, BE IT RESOLVED that the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, does hereby authorize the Borough of Sea Bright Fire Chief to prepare and submit said Grant application to fund the purchase of eight (8) AEDs and three (3) RIT packs and further authorizes the Mayor and Borough Clerk to execute any documents related to such application; and

BE IT FURTHER RESOLUTION, the Borough Council authorizes payment of the local share of \$2,100.00 should the application be approved; and

BE IT FURTHER RESOLVED. that a certified copy of this Resolution be forwarded to the following:

1. C. Murphy, Fire Chief
2. CFO
3. Finance Manager

Roll Call: Bieber, Catalano, Gorman, Keeler, Lamia, Leckstein

March 19, 2024

CERTIFICATION

I, Christine Pfeiffer, do hereby certify that the foregoing is a resolution adopted by the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, at a Council Meeting held on March 19, 2024.

Christine Pfeiffer, Borough Clerk

RESOLUTION NO. 66-2024
AUTHORIZING A ONE-YEAR RENEWAL
OF THE SHARED SERVICES AGREEMENT WITH THE
BOROUGH OF OCEANPORT FOR MUNICIPAL COURT FACILITIES

Councilmember _____ introduced and offered the following resolution for its adoption;
seconded by Councilmember _____ :

WHEREAS, the "Shared Services and Consolidation Act" at N.J.S.A. 40A:65-1 et. seq. allows a local unit to enter into an agreement with any other local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction, including services incidental to the primary purposes of any of the participating local units; and

WHEREAS, N.J.S.A. 2B:12-1 allows two or more municipalities to provide jointly for courtrooms, chambers, equipment, supplies and employees for their municipal courts and to agree to appoint the same persons as certified court administrator without establishing a joint municipal court; and

WHEREAS, the Borough of Sea Bright entered into a shared services agreement dated November 16, 2009 with the Borough of Oceanport for municipal court services commencing on March 1, 2010 which was extended by parties until February 28, 2024; and

WHEREAS, the termination date of the Agreement is February 28, 2024; and

WHEREAS, the Borough of Sea Bright is desirous of renewing the existing shared services agreement with the Borough of Oceanport for an additional one (1) year term for an amount not to exceed \$90,000.00; and

CERTIFICATION OF FUNDS:

I, Michael J. Bascom, CFO, hereby certify that funds not to exceed \$90,000.00 will be provided for this purpose in the 2024 Budget appropriation entitled Court #4-01-42-490-235.

MICHAEL J. BASCOM, CFO

NOW, THEREFORE, BE IT RESOLVED that the Borough Council of the Borough of Sea Bright hereby authorize the Mayor and Borough Clerk to execute a one-year extension to the Shared Services Agreement ("agreement") for Municipal Court services between the Borough of Oceanport and the Borough of Sea Bright that incorporates the following additional terms and conditions:

1. The agreement dated November 16, 2009, is hereby extended for a period of one additional year from the date of termination. The new termination date will be February 28, 2025.
2. The annual rate for the services shall be \$90,000.00.
3. All other terms and conditions contained in the original Shared Services Agreement or any prior extensions thereto not modified by this Amendment shall remain in full force and effect.

BE IT FURTHER RESOLVED, that the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, hereby authorize and agree to the above referenced terms and conditions of this Amendment by and between the Borough of Oceanport located at 910 Oceanport Way, County of Monmouth, State of New Jersey and authorize the Mayor and Borough Clerk to sign said Amendment.

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the following:

1. Borough of Oceanport
2. Borough of Sea Bright CFO
3. Sea Bright Municipal Court
4. Sea Bright Police Department

Roll Call: Bieber, Catalano, Gorman, Keeler, Lamia, Leckstein

March 19, 2024

CERTIFICATION

I, Christine Pfeiffer, do hereby certify that the foregoing is a resolution adopted by the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, at a Council Meeting held on March 19, 2024.

Christine Pfeiffer, Borough Clerk

RESOLUTION No. 67-2024
Place-to-Place Transfer/Expansion of Licensed Premise
Liquor License #1343-33-005-005
BD Adventures LLC d/b/a Brothers Daley

Councilmember _____ introduced and offered the following resolution for its adoption; seconded by Councilmember _____ :

WHEREAS, an application has been filed for a Place-to-Place Transfer (Expansion of Licensed Premises) of Plenary Retail Consumption License Number 1343-33-005-005, issued to BD Adventures LLC d/b/a Brothers Daley, 1124 Ocean Avenue, Sea Bright, New Jersey, for the purpose of expanding the premises under license wherein the sale, service and storage of alcoholic beverages are authorized to include 1132 Ocean Avenue; and

WHEREAS, the submitted application form is complete in all respects, all appropriate State and Borough transfer fees have been paid, and the license has been properly renewed for the current license term;

NOW, THEREFORE, BE IT RESOLVED that the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey does hereby approve, effective March 19, 2024, the expansion of the aforesaid Plenary Retail Consumption licensed premises located at 1124 Ocean Avenue, Sea Bright, New Jersey, to place under license the area delineated in the application form and the sketch of the licensed premises (1132 Ocean Avenue) attached thereto subject to the following condition:

The expansion of the Licensed Premises to 1132 Ocean Avenue does not include any carrying, transporting, conveying, passing or handling of any alcoholic beverages in open containers and/or containers used in consumption on the public sidewalk in front of 1124 Ocean Avenue and 1132 Ocean Avenue.

BE IT RESOLVED that a certified copy of this resolution shall be forwarded to the following:

1. Chief of Police
2. State of New Jersey, Division of ABC
3. BD Adventures LLC

Roll Call: Bieber, Catalano, Gorman, Keeler, Lamia, Leckstein

March 19, 2024

CERTIFICATION

I, Christine Pfeiffer, Borough Clerk do hereby certify that the foregoing is a resolution adopted by the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, at a Council Meeting held on March 19, 2024.

Christine Pfeiffer, Borough Clerk

RESOLUTION NO. 68-2024
AUTHORIZING SEWERAGE RATES AND CHARGES FOR
FIRST, SECOND, THIRD AND FOURTH QUARTERS OF 2024

Councilmember introduced and offered for adoption the following Resolution; seconded
by Councilmember :

WHEREAS, the Governing Body of the Borough of Sea Bright authorize the rates and charges of the municipal public utility for sewerage; and

WHEREAS, any previous schedule of charges adopted by the Mayor and Council of the Borough of Sea Bright which are inconsistent herewith are hereby rescinded.

WHEREAS, the rates and charges for the utilities are as follows:

1. The 2024 rates for the first, second, third and fourth quarters will be \$12.25 for every 1,000 gallons of water consumed by the customer.

2. The charges shall be due and payable in 2024/2025 within 10 days after the due date of the municipal sewer utility bill. If the bill is not timely paid, the outstanding bill shall be considered a municipal charge and shall be subject to the same rate of interest which accrues on delinquent taxes.

3. Billing Schedule:

1. First quarter billing shall be mailed during April for consumption billed by the water company from mid-December thru mid-March;
2. Second quarter billing shall be mailed during July for consumption billed by the water company from mid-March thru mid-June;
3. Third quarter billing shall be mailed in October for consumption billed by the water company from mid-June thru mid-September;
4. Fourth quarter billing shall be mailed in January for consumption billed by the water company from mid-September thru mid-December.

4. Consumption shall be based upon the information provided to the Borough of Sea Bright Municipal Sewer Utility by the New Jersey American Water Company and billed quarterly and indicated above.

5. All customers of the municipal sewer utility shall be billed for at least 10,000 gallons quarterly. This minimum charge shall be \$122.50.

6. For customers in townhouses and condominiums without individual New Jersey American Water Company Meters, the sewer utility bills will be sent directly to the Associations and/or Corporations for payment.

7. If any section, subsection, paragraph, sentence or other portion of this Resolution shall be adjudged by a Court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, that the sewer utility schedule of rates and charges outlined above is hereby adopted and the utility is authorized to publish a notice of final adoption of said Resolution; and

BE IT FURTHER RESOLVED, a copy of the sewer utility schedule of rates and charges shall be available for public inspection during normal business hours at the office of the Tax/Sewer Utility Collector at 1099 Ocean Avenue, Sea Bright, New Jersey; and

BE IT FURTHER RESOLVED, by the Borough Council of the Borough of Sea Bright that they hereby authorize the utility to forward a copy of said Resolution of rates and charges to the customers of the utility at the utility's discretion.

Roll Call: Bleber, Catalano, Gorman, Keeler, Lamia, Leckstein

March 19, 2024

CERTIFICATION

I, Christine Pfeiffer, do hereby certify that the foregoing is a resolution adopted by the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, at a Council Meeting held on March 19, 2024.

Christine Pfeiffer, Borough Clerk

RESOLUTION NO. 69-2024
REFUND OF TAX OVERPAYMENTS

Councilmember introduced and offered for adoption the following Resolution
seconded by Councilmember :

WHEREAS, an overpayment of taxes were made for the following:

<u>Block</u>	<u>Lot</u>	<u>Year</u>	<u>Name</u>	<u>Amount</u>
26	7	2023	Donatella & Darren Todfield	\$ 13,442.88
26	7	2024	Donatella & Darren Todfield	\$ 4,203.53

Total: \$ 17,646.41

WHEREAS, the Tax Collector recommends that the tax overpayments be refunded accordingly; and

NOW, THEREFORE BE IT RESOLVED, that the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, does hereby authorize the Tax Collector and the Finance Manager to refund the said tax overpayments; and

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the following:

1. Tax Collector
2. Finance Manager
3. Donatella & Darren Todfield

Roll Call: Bieber, Catalano, Gorman, Keeler, Lamia, Leckstein

March 19, 2024

CERTIFICATION

I, Christine Pfeiffer, do hereby certify that the foregoing is a resolution adopted by the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, at a Council Meeting held on March 19, 2024.

Christine Pfeiffer, Borough Clerk

RESOLUTION NO. 70-2024
DONATION OF 2024 BEACH BADGES
BOROUGH OF SEA BRIGHT

Councilmember offered the following resolution and moved for its adoption; seconded by
Councilmember :

WHEREAS, the Governing Body of the Borough of Sea Bright wish to support the fundraising efforts for the local organizatio listed below by donating two (2) 2024 beach badges as requested:

1. Castle of Dreams Animal Rescue **2 Badges**
 Fundraising Event – April 21, 2024

WHEREAS, the Borough Auditor has been informed and advised that a resolution should be considered in order to donate 2024 Season Beach Badges.

NOW, THEREFORE, BE IT RESOLVED, that the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey authorize the donation of two (2) 2024 Season Beach Badges to the aforementioned charitable organization; and

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the following:

1. Borough Administrator
2. Borough Auditor
3. Individual Requestor

Roll Call: Bieber, Catalano, Gorman, Keeler, Lamia, Leckstein

March 19, 2024

CERTIFICATION

I, Christine Pfeiffer, do hereby certify that the foregoing is a resolution adopted by the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, at a Council Meeting held on March 19, 2024.

Christine Pfeiffer, Borough Clerk

RESOLUTION NO. 71-2024
APPROVING THE SETTLEMENT AGREEMENT WITH
SETTEMBRINO ARCHITECTS AND AUTHORIZING THE MAYOR TO SIGN

WHEREAS, the Borough engaged Settembrino Architects (Settembrino) to provide architectural services for projects known as the "Municipal Complex" and the "New Ocean Front Beach Pavilion"; and,

WHEREAS, disputes arose between the Borough and Settembrino regarding the services rendered by Settembrino; and,

WHEREAS, the Borough and Settembrino agreed to mediate the disputes with the Honorable Frank A. Buczynski, J.S.C. (Ret.); and,

WHEREAS, as a result of the mediation process, the Borough and Settembrino reached a settlement which was memorialized in a Settlement Agreement and Release.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey that the Mayor is authorized to sign and the Clerk to attest the attached Settlement Agreement and Release in the form as attached subject to attorney review.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to the following:

1. Borough Attorney

Roll Call: Bieber, Catalano, Gorman, Keeler, Lamia, Leckstein

March 19, 2024

CERTIFICATION

I, Christine Pfeiffer, Borough Clerk do hereby certify that the foregoing is a resolution adopted by the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, at a Council Meeting held on March 19, 2024.

Christine Pfeiffer, Borough Clerk

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (hereinafter the "Agreement") is made and entered into on the ____ day of _____, 2024, by and between Borough of Sea Bright ("BOROUGH"), on the one hand, and Settembrino Architects P.A. ("SETTEMBRINO"), on the other hand, collectively the "Parties".

RECITALS

WHEREAS, the Parties are engaged in a dispute related to the provision of architectural and engineering services by SETTEMBRINO to the BOROUGH for projects known as the "Municipal Complex" and the "New Ocean Front Beach Pavilion" pursuant to an AIA B132-2009 agreement (the "Dispute"), and;

WHEREAS, BOROUGH is represented by McLaughlin Stauffer & Shaklee, P.C., and SETTEMBRINO is represented by Thompson Becker LLC, and;

WHEREAS, the Parties agreed to mediate this action with the Honorable Frank A. Buczynski, J.S.C. (Ret.), and;

WHEREAS, the Parties reached a settlement in principle during mediation, and;

WHEREAS, the Parties hereto, to avoid the expense and time of further litigation, have agreed to the resolution, compromise, and settlement of all disputes, claims, and controversies among them as provided herein, and;

WHEREAS, in consideration of BOROUGH signing this Agreement and releasing SETTEMBRINO from any and all claims asserted or that could have been asserted in the Dispute, SETTEMBRINO will provide BOROUGH with the Settlement Payment and other consideration as set forth below; and

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valid consideration the receipt and sufficiency of which is hereby acknowledged, the Parties to this Agreement, intending to be legally bound, agree as follows:

1. Settlement Payments.

(1) In consideration for the promises made by BOROUGH set forth in this Agreement, SETTEMBRINO promises to pay BOROUGH the total sum of Fifty-Three Thousand Five Hundred Dollars (\$53,500.00) (the "Settlement Payment"). The Settlement Payment shall be paid in the following manner: One or more checks shall be made payable to BOROUGH by or on behalf of SETTEMBRINO in the amount of Fifty-Three Thousand Five Hundred Dollars (\$53,500.00).

(b) BOROUGH's counsel shall provide a fully executed IRS form 1099 in relation to the payment.

(c) BOROUGH shall solely be responsible for the payment of all taxes, penalties, and other liabilities or costs that may be assessed in connection with the amount set forth in this paragraph.

(d) The Settlement Payments shall be made no later than the 30th day following SETTEMBRINO's counsel's receipt of the executed Agreement signed by all Parties; provided, however, that if that day is a Saturday or Sunday, delivery shall occur on the immediate following business day. Additionally, the time-period set forth in this paragraph shall not commence unless and until BOROUGH provides any and all documentation set forth in subsection (b) of this section of the Agreement.

2. Release.

(a) As used in this Agreement, the term "Releasee" shall include the SETTEMBRINO, CNA Insurance Company, and their successors, predecessors, subsidiaries, parents, affiliates, employees, consultants, shareholders, partners, owners, representatives, attorneys, insurers, re-insurers, assigns, managing directors, officers, board members, and directors, in their individual and/or representative capacities, past and present, individually and collectively.

(b) As used in this Agreement, the term "Releasor" shall include BOROUGH and its successors, predecessors, subsidiaries, parents, affiliates, employees, agents, shareholders, partners, owners, representatives, attorneys, insurers, re-insurers, assigns, managing directors, officers, board members, and directors, in their individual and/or representative capacities, past and present, individually and collectively.

(c) In consideration of the Settlement Payment, BOROUGH hereby releases and forever discharge SETTEMBRINO from any and all actions, causes of action, suits, charges, obligations arising out of, complaints, claims, liabilities, agreements, controversies, damages, and expenses (including attorneys' fees and costs), and all other claims of any nature whatsoever, known or unknown, in law or in equity which they may have against the SETTEMBRINO, arising out of or in any way related to the Dispute. This release includes, but is not limited to, any and all claims under any municipal, local, state or federal law, common or statutory, arising out of the Parties' relationship which were asserted or could have been asserted at any time before the execution of this Agreement, as well as any future claims for contribution and/or indemnification arising out of property damage or personal injury allegedly caused by any design or construction defects which are the subject of the Dispute including but not limited to the apparatus bay floor slope and curb profiles, and ceiling heights, especially in the prisoner processing and holding cell areas. BOROUGH expressly understands and acknowledges that it is possible that unknown losses or claims exist or that present losses may have been underestimated in amount or severity. BOROUGH expressly accepts and assumes the risk of such unknown or underestimated losses or claims and acknowledge and agree that the benefits to be provided to them pursuant to this Agreement fully compensate them for such risks.

This release is intended by the Parties to be construed to release any and all claims and rights that BOROUGH may have against Releasee arising on or before the date of execution of this Agreement to the fullest extent permitted by law.

(d) SETTEMBRINO hereby releases and forever discharges BOROUGH from any and all actions, causes of action, suits, charges, obligations arising out of, complaints, claims, liabilities, agreements, controversies, damages, and expenses (including attorneys' fees and costs), including unpaid fees and expenses for the projects, and all other claims of any nature whatsoever, known or unknown, in law or in equity which they may have against the BOROUGH, arising out of or in any way related to the Dispute. This release includes, but is not limited to, any and all claims under any municipal, local, state or federal law, common or statutory, arising out of the Parties' relationship which were asserted or could have been asserted at any time before the execution of this Agreement. SETTEMBRINO expressly understands and acknowledges that it is possible that unknown losses or claims exist or that present losses may have been underestimated in amount or severity. SETTEMBRINO expressly accepts and assumes the risk of such unknown or underestimated losses or claims and acknowledges and agrees that the benefits to be provided to them pursuant to this Agreement fully compensate them for such risks.

This release is intended by the Parties to be construed to release any and all claims and rights that SETTEMBRINO may have against BOROUGH arising on or before the date of execution of this Agreement to the fullest extent permitted by law.

(e) The Parties have been advised and are hereby advised in writing by this Agreement to consult with an attorney before signing this Agreement and have, in fact, consulted with the aforementioned counsel.

3. Tax Liabilities.

BOROUGH understands and acknowledges that the Settlement Payments made under the terms of this Agreement may be subject to federal, state and/or local taxes and that SETTEMBRINO is making no representations, promises, or warranties regarding the taxable nature of the Settlement Payments. BOROUGH further understands and agrees that any federal, state and/or local taxes that they owe as a result of this Agreement shall be their sole responsibility, to the extent applicable. BOROUGH agrees to indemnify and hold harmless SETTEMBRINO and their insurance carrier from any and all claims made against SETTEMBRINO or their

insurance companies by any federal, state, or local government agency for failing to withhold federal, state, or local taxes or other amounts from the Settlement Payment.

4. No Admission of Liability.

The execution of this Agreement and the settlement made hereunder shall not be construed as an admission of liability by any party in the Dispute referenced in this Agreement, such liability being expressly denied. Each party is responsible for their own respective attorneys' fees, expert witness fees and costs, and BOROUGH understands that attorneys' fees, expert witness fees and costs are encompassed in the settlement payment specified in Paragraph One above, and BOROUGH and its legal counsel waive their right to seek any attorneys' fees, expert witness fees, and costs.

5. Confidentiality.

The Parties agree that the existence and the terms and conditions of this Agreement shall remain confidential insofar as permitted by law. Nothing herein shall be construed to prevent the Parties from discussing the existence or terms and conditions of this Agreement with financial and legal advisors, as necessary to seek professional services and/or advice; or any persons as required by compulsory legal process; or as required by BOROUGH's public disclosure obligations. Subject to the foregoing, the Parties agree to not actively discuss the existence or terms and conditions of this Agreement with third parties. Additionally, the Parties agree not to actively publish information about the existence or terms and conditions of this Agreement. This prohibition shall include, but shall not be limited to, verbal communications, e-mail or text message communications, writing a letter to the editor of any publication, posting of any comments or communication on any website, weblog, or "blog" on-line Internet forum, or in any chat room including but not limited to any social media outlets such as Facebook, Twitter, SnapChat, Instagram, Google+, etc. The Parties agree that if contacted by any third party, including any member of the press or media or the general public, the only statement which will be made is, "No Comment" or "The matter has been resolved." The Parties understand and agree that this Paragraph Five is a material provision of this Agreement and that any breach of this Paragraph shall be a material breach of this Agreement, and that each Party would be irreparably harmed by violation of this provision.

6. Non-Disparagement.

The Parties agree not to make any statements, written or verbal, or cause or encourage others to make any statements, written or verbal, that defame, disparage or in any way criticize the personal or business reputation, practices, or conduct of the Parties, their employees, directors, and officers. The Parties acknowledge and agree that this prohibition extends to statements, written or verbal, made to anyone, including but not limited to, the news media, investors, potential investors, any board of directors or advisory board or directors, industry analysts, competitors, strategic partners, vendors, employees (past and present), clients, employers, etc., with respect to Parties. The Parties understand and agree that this Paragraph Six is a material provision of this Agreement

and that any breach of this Paragraph shall be a material breach of this Agreement, and that each Party would be irreparably harmed by violation of this provision. Notwithstanding the foregoing, BOROUGH is only bound to the extent permitted by law.

7. Binding on Successors and Assigns.

This Agreement shall be binding upon, and inure to the benefit of the Parties, and their heirs, beneficiaries, executors, administrators, successors, transferees, successors, assigns, or any corporation or any entity with which any party may merge, consolidate or reorganize. The Parties hereto represent, covenant and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein.

8. Counterparts.

This Agreement may be executed in one or more counterparts, including by facsimile or email. All executed counterparts and each of them shall be deemed to be one and the same instrument. All executed copies of this Agreement, and photocopies thereof (including facsimile and/or emailed copies of the signature pages), shall have the same force and effect and shall be as legally binding and enforceable as the original.

9. Cooperation and Drafting.

The Parties have cooperated in the drafting and preparation of this Agreement; hence the drafting of this Agreement shall not be construed against any of the Parties. The Parties agree that the terms and conditions of this Agreement were negotiated at arm's length and in good faith by the Parties, and reflect a settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel.

10. Legal Representation.

(b) The Parties voluntarily execute this Agreement after having been advised to consult with legal counsel and after having had opportunity to consult with legal counsel and without being pressured or influenced by any statement or representation or omission (other than those expressly contained herein) of any person acting on behalf of any party, including the officers, agents and attorneys for any party.

11. All Prior Agreements.

This Agreement supersedes all prior written and oral negotiations, agreements, discussions, proposals and offer letters, and sets forth the entire understanding and agreement among the Parties.

12. No Oral Modifications.

No amendment, waiver, or modification hereto or hereunder shall be valid unless in writing and signed by an authorized signatory of the Party or Parties against whom such amendment, waiver, or modification is to be enforced and no waiver of any rights shall be construed as a continuing waiver or a waiver of that or any other rights unless made in writing and signed by such Parties.

13. Governing Law.

All terms of this Agreement and the exhibits hereto shall be governed by, interpreted, and enforced under to the laws of the State of New Jersey. Should this Agreement be in conflict with any federal, state or local laws, this Agreement will be considered amended or revised to the extent necessary in order to conform with the law.

14. Jurisdiction and Venue.

The Parties agree to submit all disputes with respect to the interpretation, implementation, and enforcement of the terms of this Agreement to the Honorable Frank A. Buczynski, J.S.C. for further mediation. To the extent that the Parties cannot resolve any such dispute with the Honorable Frank A. Buczynski, J.S.C., the Parties shall continue to be governed by the dispute resolution provisions set forth in the respective contractual agreements amongst them.

15. Severability.

The Parties agree that each provision of this Agreement is severable and further agree that if any part or term of this Agreement is later held to be illegal, unenforceable or ineffective, the validity of the remaining provisions shall not be affected and the other obligations will be enforced as if the Agreement did not contain the part or term held to be invalid.

16. Electronic Signature.

This Agreement may be executed by electronic signature which shall have the force and effect of an original signature.

17. Authority.

Each person(s) executing this Agreement in a representative capacity warrants that he or she is duly authorized to bind his or her represented Party.

ORDINANCE NO. 03-2024

**AN ORDINANCE TO FIX THE COMPENSATION OF OFFICERS AND EMPLOYEES
OF THE BOROUGH OF SEA BRIGHT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY
FOR THE CALENDAR YEARS 2024 through 2026**

**BE IT ORDAINED, BY THE BOROUGH COUNCIL OF THE BOROUGH OF SEA BRIGHT IN THE COUNTY OF
MONMOUTH AND THE STATE OF NEW JERSEY AS FOLLOWS:**

SECTION ONE: The purpose of this Ordinance is to set the salary and wage ranges for officers and employees within the Borough of Sea Bright. Unless otherwise noted, all salaries and wages shall be paid semi-monthly.

	2024	2025	2026
GROUP I – <u>Part Time Employees</u>	1,000 – 37,000	1,000 – 38,500	1,000 – 40,000

- **Assessment Searches**
- **Administrative Assistant**
- **Board of Health Secretary**
- **Emergency Management Coordinator/Deputy**
- **Assistant Code Enforcement**
- **Beach Manager**
- **Chief Financial Officer**
- **Code Enforcement**
- **Collection Operator**
- **Construction Officer**
- **Electrical Inspector**
- **Fire Department Administrator**

2024

2025

2026

1,000 – 37,000

1,000 – 38,500

1,000 – 40,000

- **Fire Official/Fire Marshall**
- **Fiscal Officer**
- **Fire Sub-code Official Inspector**
- **Flood Plain Manager**
- **Housing Inspector**
- **Municipal Court Judge**
- **Plumbing Sub Code Official**
- **Public Building Custodian**
- **Recreation Director**
- **Registrar of Vital Statistics**
- **Deputy Registrar of Vital Statistics**
- **Recycling Coordinator**
- **Tax Assessor**
- **Tax Search Officer**
- **Water Safety Director**
- **Zoning Officer**

2024 2025 2026

GROUP II – Hourly Employees **15.13 – 53.50** **15.13 – 54.50** **15.13 – 55.50**

- **Administrative Assistant Secretary**
- **Construction Department Secretary Assistant**
- **Custodian**
- **Library Cultural Arts Assistant**
- **Library Cultural Arts Director**
- **Planner**
- **Recreation Assistant**

GROUP III – Permanent Fulltime Employees

- **Administrative Assistant** **5,000 – 75,000** **5,000 – 77,500** **5,000 – 80,000**
- **Construction Department Secretary and Technical Assistant**
- **Deputy Borough Clerk**
- **Deputy Court Administrator**
- **Finance Manager**
- **Payroll/Account Payable Clerk**
- **Planning/Zoning Board Secretary**

	2024	2025	2026
GROUP IV – <u>Public Works Employees</u>			
• Beach Maintenance Supervisor	5,000 – 90,000	5,000 – 93,000	5,000 – 96,000
• Certified Public Works Manager			
• Deputy Director			
• Equipment Operator			
• Public Works Maintenance			
• Working Forman			
GROUP V – <u>Police</u>	25,000 – 148,000	25,000 – 152,000	25,000 – 156,000
• Captain			
• Lieutenant			
• Sergeant			
• Corporal			
• Detective			
GROUP VI - <u>Police - HOURLY</u>			
• Crossing Guard	15.13 – 16.00	15.13 – 17.00	15.13 – 18.00
• Special 1 st Class	15.13 – 16.00	15.13 – 17.00	15.13 – 18.00
• Special 2 nd Class	17.00 – 20.00	17.00 – 21.00	17.00 – 22.00
• Police Matron	15.13 - 16.00	15.13 - 17.00	15.13 – 18.00

	2024	2025	2026
GROUP VII – <u>Department Head</u>			
• Borough Administrator	20,000 – 171,000	20,000 – 176,000	20,000 – 181,000
• Borough Clerk			
• Director of Public Works			
• Municipal Court Administrator			
• Police Chief			
• Sewer Clerk			
• Tax Collector			
GROUP VIII - <u>Seasonal - HOURLY</u>			
• Assistant to the Beach Manager	13.73 – 20.00	14.00 – 21.00	15.00 – 22.00
• Beach Maintenance	13.73 – 18.00	14.00 – 18.00	15.00 – 18.00
• Beach Office Attendant	13.73 – 16.00	14.00 – 16.00	15.00 – 16.00
• Gate Attendant	13.73 – 16.00	14.00 – 16.00	15.00 – 17.00
• Lifeguards			
Tier 1 - Rookie - year 2	13.73 – 16.00	14.00 – 17.00	15.00 – 18.00
Tier 2 - Beginning year 3 - 5th year	13.73 – 18.00	14.00 – 18.00	15.00 – 20.00
Tier 3 - Beginning year 5 and up	13.73 – 18.00	14.00 – 19.00	15.00 – 20.00
• Lifeguard Officer			
Tier 4 - Supervisors	15.00 – 20.00	15.00 – 21.00	15.00 – 22.00
Tier 5 – Captains	18.00 – 25.00	18.00 – 26.00	18.00 – 27.00

	2024	2025	2026
GROUP IX - Other	1,000 – 3,000	1,000 – 3,000	1,000 – 3,000

- Mayor
- Borough Council

SECTION TWO: All Ordinances or parts thereof inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistencies.

SECTION THREE: If any section, subsection, paragraph, sentence or other portion of this Ordinance be adjudged by a Court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Ordinance.

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

BE IT FURTHER ORDAINED that this Ordinance shall take effect upon passage and publication as required to Law.

INTRODUCED: February 20, 2024

PUBLIC HEARING: March 19, 2024

ADOPTION:

I hereby certify this to be a true and correct Ordinance of the Mayor and Borough Council of the Borough of Sea Bright, introduced on February 20, 2024 and will be further considered after a Public Hearing held on March 19, 2024 at the Municipal Building at 7:00 PM.

Witness

BOROUGH OF SEA BRIGHT,

CHRISTINE PFEIFFER
Borough Clerk

BRIAN P. KELLY
Mayor

ORDINANCE NO. 04-2024
**AN ORDINANCE AMENDING AND SUPPLEMENTING THE CODE OF
THE BOROUGH OF SEA BRIGHT, CHAPTER 130, "LAND USE", AND
TO ESTABLISH "SALT STORAGE REGULATIONS"**

SECTION ONE: Chapter 130 of the Code of the Borough of Sea Bright is amended and supplemented to add Article XX, SALT STORAGE REGULATIONS as follows:

§ 130-128. Purpose:

The purpose of this ordinance is to prevent stored salt and other solid de-icing materials from being exposed to stormwater.

This ordinance establishes requirements for the storage of salt and other solid de-icing materials on properties not owned or operated by the municipality (privately-owned), including residences, in Sea Bright Borough to protect the environment, public health, safety and welfare, and to prescribe penalties for failure to comply.

§ 130-129. Definitions:

For the purpose of this ordinance, the following terms, phrases, words and their derivations shall have the meanings stated herein unless their use in the text of this Chapter clearly demonstrates a different meaning. When consistent with the context, words used in the present tense include the future, words used in the plural number include the singular number, and words used in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

- A. "De-icing materials" means any granular or solid material such as melting salt or any other granular solid that assists in the melting of snow.
- B. "Impervious surface" means a surface that has been covered with a layer of material so that it is highly resistant to infiltration by water.
- C. "Storm drain inlet" means the point of entry into the storm sewer system.
- D. "Permanent structure" means a permanent building or permanent structure that is anchored to a permanent foundation with an impermeable floor, and that is completely roofed and walled (new structures require a door or other means of sealing the access way from wind driven rainfall).

A fabric frame structure is a permanent structure if it meets the following specifications:

1. Concrete blocks, jersey barriers or other similar material shall be placed around the interior of the structure to protect the side walls during loading and unloading of de-icing materials;

2. The design shall prevent stormwater run-on and run through, and the fabric cannot leak;
 3. The structure shall be erected on an impermeable slab;
 4. The structure cannot be open sided; and
 5. The structure shall have a roll up door or other means of sealing the access way from wind driven rainfall.
- E. "Person" means any individual, corporation, company, partnership, firm, association, or political subdivision of this State subject to municipal jurisdiction.
- F. "Resident" means a person who resides on a residential property where de-icing material is stored.

§ 130-130. De-icing Material Storage Requirements:

- A. Temporary outdoor storage of de-icing materials in accordance with the requirements below is allowed between October 15th and April 15th:
1. Loose materials shall be placed on a flat, impervious surface in a manner that prevents stormwater run-through;
 2. Loose materials shall be placed at least 50 feet from surface water bodies, storm drain inlets, ditches and/or other stormwater conveyance channels;
 3. Loose materials shall be maintained in a cone-shaped storage pile. If loading or unloading activities alter the cone-shape during daily activities, tracked materials shall be swept back into the storage pile, and the storage pile shall be reshaped into a cone after use;
 4. Loose materials shall be covered as follows:
 - a. The cover shall be waterproof, impermeable, and flexible;
 - b. The cover shall extend to the base of the pile(s);
 - c. The cover shall be free from holes or tears;
 - d. The cover shall be secured and weighed down around the perimeter to prevent removal by wind; and
 - e. Weight shall be placed on the cover(s) in such a way that minimizes the potential of exposure as materials shift and runoff flows down to the base of the pile.

(1) Sandbags lashed together with rope or cable and placed uniformly over the flexible cover, or poly-cord nets provide a suitable method. Items that can potentially hold water (e.g., old tires) shall not be used;

5. Containers must be sealed when not in use; and

6. The site shall be free of all de-icing materials between April 16th and October 14th.

B. De-icing materials should be stored in a permanent structure if a suitable storage structure is available. For storage of loose de-icing materials in a permanent structure, such storage may be permanent, and thus not restricted to October 15 -April 15.

C. Blank.

D. The property owner, or owner of the de-icing materials if different, shall designate a person(s) responsible for operations at the site where these materials are stored outdoors, and who shall document that weekly inspections are conducted to ensure that the conditions of this ordinance are met. Inspection records shall be kept on site and made available to the municipality upon request.

1. Residents who operate businesses from their homes that utilize de-icing materials are required to perform weekly inspections.

§ 130-131. Exemptions:

Residents may store de-icing materials outside in a solid-walled, closed container that prevents precipitation from entering and exiting the container, and which prevents the de-icing materials from leaking or spilling out. Under these circumstances, weekly inspections are not necessary, but repair or replacement of damaged or inadequate containers shall occur within 2 weeks.

If containerized (in bags or buckets) de-icing materials are stored within a permanent structure, they are not subject to the storage and inspection requirements in Section III above. Piles of de-icing materials are not exempt, even if stored in a permanent structure.

This ordinance does not apply to facilities where the stormwater discharges from de-icing material storage activities are regulated under another NJPDES permit.

§ 130-132. Enforcement:

This ordinance shall be enforced by the Police Department and/or other Municipal Officials of Sea Bright Borough during the course of ordinary enforcement duties.

§ 130-133. Violations and Penalties:

Any person(s) who is found to be in violation of the provisions of this ordinance shall have 72 hours to complete corrective action. Repeat violations and/or failure to complete corrective action shall be subject to a penalty of not less than One Hundred (\$100.00) Dollars.

SECTION TWO: All Ordinances or parts thereof inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistencies.

SECTION THREE: If any section, subsection, paragraph, sentence or other portion of this Ordinance be adjudged by a Court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Ordinance.

SECTION FOUR: This Ordinance shall take effect immediately upon its passage and publication according to law and upon filing with the Monmouth County Planning Board.

I HEREBY CERTIFY this to be a true and correct Ordinance of the Mayor and Borough Council of the Borough of Sea Bright, introduced on March 19, 2024 and will be further considered after a Public Hearing held on April 16, 2024 in the Municipal Building at 1099 Ocean Avenue at 7:00 p.m.

INTRODUCED: March 19, 2024
PUBLIC HEARING: April 16, 2024
ADOPTED:

Witness:

BOROUGH OF SEA BRIGHT

CHRISTINE PFEIFFER, CLERK

BRIAN P. KELLY, Mayor

ORDINANCE NO. 05-2024

AN ORDINANCE AMENDING AND SUPPLEMENTING THE CODE OF THE BOROUGH OF SEA BRIGHT, CHAPTER 130, "LAND USE", AND TO ESTABLISH "TREE PRESERVATION AND REPLACEMENT REGULATIONS"

SECTION ONE: Chapter 130 of the Code of the Borough of Sea Bright is amended and supplemented to add Article XIX "TREE PRESERVATION AND REPLACEMENT REGULATIONS" as follows:

§ 130-122. Purpose:

An ordinance to establish requirements for tree removal and replacement and penalties for noncompliance in Sea Bright Borough to protect the environment, public health, safety and welfare.

§ 130-123. Definitions:

For the purpose of this ordinance, the following terms, phrases, words, and their derivations shall have the meanings stated herein unless their use in the text of this ordinance clearly demonstrates a different meaning. When consistent with the context, words used in the present tense include the future, words used in the plural number include the singular number, and words used in the singular number include the plural number. The use of the word "shall" mean the requirement is always mandatory and not merely directory.

- A. "Applicant" means any "person", as defined below, who applies for approval to remove trees regulated under this ordinance.
- B. "Diameter at Breast Height (DBH)" means the diameter of the trunk of a tree generally measured at a point four and a half feet above ground level from the downhill side of the tree.
- C. "Tree of Significance" means any tree that is recognized by the municipal governing body or local historical organization(s) as being of significance due to its size, unique value, age, rarity, or the aesthetic, botanical, ecological, and historical value.
- D. "Homeowner" means a person(s) who owns a residence.
- E. "Nuisance tree" means any tree, or limb thereof, that has an infectious disease or insect; is dead or dying; obstructs the view of traffic signs or the free passage of pedestrians or vehicles; is causing obvious damage to structures (such as building foundations, sidewalks, etc.); or threatens public health, safety, and welfare.
- F. "Person" means any individual, corporation, company, partnership, firm, association, political subdivision of this State and any state, interstate or Federal agency.

- G. "Planting strip" means the part of a street right-of-way between the abutting property line and the curb or traveled portion of the street, exclusive of any sidewalk.
- H. "Street Tree" means a tree planted in the sidewalk or a planting strip in the public right-of-way.
- I. "Tree" means a woody perennial plant, typically having a single stem or trunk growing to a considerable height and bearing lateral branches at some distance from the ground.
- J. "Tree removal" means to kill or to cause irreparable damage that leads to the decline and/or death of a tree. This includes, but is not limited to, excessive pruning, application of substances that are toxic to the tree, and improper grading and/or soil compaction around the base of the tree that leads to the decline and/or death of a tree. Removal does not include responsible pruning and maintenance of a tree, or the application of tree treatments intended to manage invasive species.

§ 130-124. Regulated Activities:

A. Tree Replacement Requirements

1. Within a five-year period, any person who removes one or more street tree(s) with a DBH of 2.5" or more, unless exempt under Section 130-125, shall be subject to the requirements of the Tree Replacement Requirements Table below.
2. For non-Homeowners:
Within a five-year period, any person, other than a homeowner, who removes one or more tree(s) with a DBH of 6" or more per acre, unless exempt under Section 130-125, shall be subject to the requirements of the Tree Replacement Requirements Table below.
3. For Homeowners:
Within a five-year period, any person that removes more than three (3) trees per acre that fall into categories 1, 2, or 3, combined, or any one (1) tree in categories 4 or 5 in the Tree Replacement Requirements table below, unless exempt under Section IV, shall be subject to the requirements of the Tree Replacement Requirements Table below.

Replacement tree(s) shall meet the Required Actions in Table below and shall be planted within twelve (12) months of the date of removal of the original tree(s). Replacement tree(s) shall be monitored by the property owner for a period of two (2) years to ensure their survival and shall be replaced as needed within twelve (12) months. Trees planted in temporary containers or pots do not count towards tree replacement requirements. The planting season will be March 15 – June 15 or September 15 – December 15. See Appendix A for replacement tree list.

Tree Replacement Requirements Table:

Category	Tree Removed (DBH)	Required Action
1	DBH of 2.5" (for street trees) or 6" (for other trees) to 12.99"	Replant 1 tree in accordance with Appendix A, with a minimum DBH of 1.5" for each tree removed
2	DBH of 13" to 22.99"	Replant 2 trees in accordance with Appendix A, with minimum DBHs of 1.5" for each tree removed
3	DBH of 23" to 32.99"	Replant 3 trees with minimum DBHs of 1.5" for each tree removed
4	DBH of 33" or greater	Replant 4 trees with minimum DBHs of 1.5" for each tree removed
5	Tree of Significance	Replant 5 trees with minimum DBHs of 1/5" for each tree removed

*Tree of Significance removals shall be approved by the Code Enforcement Officer.

4. If the municipality determines that some or all required replacement trees cannot be planted on the property where the tree removal activity occurred, then the applicant shall do one of the following:
 - a. Plant replacement trees in a separate area(s) approved by the municipality.
 - b. Pay a fee of \$25 per tree removed. This fee shall be placed into a fund dedicated to tree planting.

§ 130-125. Exemptions:

All persons shall comply with the tree replacement standard outlined above, except in the following cases. Proper justification shall be provided in writing to the municipality by a licensed tree expert or arborist, from all persons claiming an exemption.

- A. Clearing, cutting, and/or removal of trees which is necessary to service, maintain, or ensure the continued safe use of a lawfully existing structure, right- of-way, field, park, and/or garden.
- B. Tree farms in active operation, nurseries, fruit orchards, and garden centers;
- C. Properties used for the practice of silviculture under an approved forest stewardship or woodland management plan;
- D. Any trees removed pursuant to a New Jersey Department of Environmental Protection (NJDEP) or U.S. Environmental Protection Agency (EPA) approved environmental clean-up, or NJDEP approved habitat enhancement plan;
- E. Approved game management practices, as recommended by the State of New Jersey Department of Environmental Protection, Division of Fish, Game and Wildlife;
- F. Nuisance trees may be removed with no fee or replacement requirement.

§ 130-126. Enforcement:

This ordinance shall be enforced by the Code Enforcement Officer and/or other Municipal Officials of the Borough of Sea Bright during the course of ordinary enforcement duties.

§ 130-127. Violations and Penalties:

Any person(s) who is found to be in violation of the provisions of this ordinance shall be subject to the following:

- A. First offense: Warning issued.
- B. Second offense: \$100 fine.

SECTION TWO: All Ordinances or parts thereof inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistencies.

SECTION THREE: If any section, subsection, paragraph, sentence or other portion of this Ordinance be adjudged by a Court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Ordinance.

SECTION FOUR: This Ordinance shall take effect immediately upon its passage and publication according to law and upon filing with the Monmouth County Planning Board.

I HEREBY CERTIFY this to be a true and correct Ordinance of the Mayor and Borough Council of the Borough of Sea Bright, introduced on March 19, 2024 and will be further considered after a Public Hearing held on April 16, 2024 in the Municipal Building at 1099 Ocean Avenue at 7:00 p.m.

INTRODUCED: March 19, 2024
PUBLIC HEARING: April 16, 2024
ADOPTED:

Witness:

BOROUGH OF SEA BRIGHT

CHRISTINE PFEIFFER, CLERK

BRIAN P. KELLY, Mayor

APPENDIX A

Approved list of Replacement Tree Species and Planting Standards for the Borough of Sea Bright

**Planting Season shall be March 15 thru June 15 or
September 15 thru December 15**

Redspire Pear

Aristocrat Pear

Red Maple

Sugar Maple

Pin Oak

Red Oak

Willow Oak

White Oak

Littleleaf Linden "Greenspire"

Zalcova Green Vase

River Birch (salt tolerant)

ORDINANCE NO. 06-2024

**AN ORDINANCE OF THE BOROUGH OF SEA BRIGHT, IN THE COUNTY OF
MONMOUTH, STATE OF NEW JERSEY AMENDING AND SUPPLEMENTING
CHAPTER 201 OF THE BOROUGH CODE REGARDING MOTORIZED VEHICLES**

WHEREAS, the Borough of Sea Bright, through adoption of Sea Bright Municipal Code Chapter 201 to add Article XIII providing the rules and regulations related to Sea Bright's prohibition of motorized vehicles in certain areas.

WHEREAS, the Sea Bright Borough Council desires to amend and supplement Chapter 201 to update the existing language to regulate the use of motorized vehicles within the Borough.

NOW, BE IT ORDAINED by the Sea Bright Borough Council, in the County of Monmouth, in the State of New Jersey, as follows:

SECTION ONE: Chapter 201 is amended and supplemented to add thereto Article XIII. "Low Speed Electric Vehicles: Low-Speed Electric Bicycle (LSEB) and Low-Speed Vehicles (LSV)", to read, in full as follows:

Article XIII Low Speed Electric Vehicles: Low-Speed Electric Bicycle (LSEB) and Low Speed Vehicles (LSV)

§ 201-90 Definitions.

- A. **"Low-Speed Electric Bicycle (LSEB)"** means a two or three-wheeled vehicle with fully operable pedals and an electric motor of less than 750 watts, that meets the requirements of one of the following classifications: "class 1 low-speed electric bicycle" which means a low-speed electric bicycle equipped with a motor that provides assistance only when the rider is pedaling, and that ceases to provide assistance when the bicycle reaches the speed of 20 miles per hour; or "class 2 low-speed electric bicycle" which means a low-speed electric bicycle equipped with a motor that may be used exclusively to propel the bicycle, and that is not capable of providing assistance when the bicycle reaches the speed of 20 miles per hour. "Low-speed electric scooter" means a scooter with a floorboard that can be stood upon by the operator, with handlebars, and an electric motor that is capable of propelling the device with or without human propulsion at a maximum speed of less than 19 miles per hour.
- B. **"Low-Speed Vehicle (LSV)"** is a four-wheeled vehicle with an attainable speed of more than 20 miles per hour, but no more than 25 miles per hour on paved surface. It cannot be powered by gas or diesel fuel and must comply with federal safety standards as noted in 49 CFR 571.500.
- C. **"Multi-Use Path (Splash Pad)"** Cement pedestrian/cyclist path located east of Ocean Avenue, between the coastal protection zone and sea wall, which extends from 801 Ocean Avenue to Sea Bright's border with Gateway National Recreation Area, Sandy Hook.

§ 201-91 Low Speed Electric Bicycles (LSEB).

A. Prohibited Vehicles

- (1) Any motorized bicycle with an electric motor greater than 750 watts is not to be considered a "Low-Speed Electric Bicycle (LSEB)" and shall be effectively prohibited from operation in the Borough of Sea Bright, unless such vehicle is specifically authorized by the New Jersey Motor Vehicle Code, and is properly registered and insured, and operated by a licensed operator.

B. Low Speed Electric Bicycles Rules and Regulations

1. *Rights and Duties of Persons on Low-Speed Electric Bicycle (LSEB)*: Every person riding a LSEB upon a roadway shall obey the instructions of official traffic control signals, signs and other control devices applicable to vehicles, unless otherwise directed by a police officer.
2. *Helmet*: Persons are not permitted to operate a LSEB unless they wear a protective helmet.
3. *Passengers*: It shall be prohibited for a person operating a LSEB to allow another person to ride as a passenger, unless the person is carried in a proper bike seat, trailer or other accessory that complies with current regulations and contains adequate provision for retaining the passenger in place and for protecting the passenger. The Passenger shall also be required to wear a properly fitted and fastened helmet pursuant to N.J.S.A. 39:4-10.1.
4. *Lights and Reflectors*: When in use during nighttime, every LSEB shall be equipped with:
 1. A front headlamp emitting a white light visible from a distance of at least 500 feet to the front;
 2. A rear lamp emitting a red light visible from a distance of at least 500 feet to the rear;
 3. In addition to the red lamp, a red reflector shall be mounted on the rear;
5. *Audible Signal*: A LSEB must be equip with a bell or other audible device that can be heard at least 100 feet away. However, the LSEB shall not be equipped with a siren or whistle.
6. *Hitching on Vehicle Prohibited*: No person operating a LSEB shall attach themselves to any streetcar or vehicle. Nor shall the operator of the LSEB knowingly permit any passenger to do the same.
7. *Feet and Hands on Pedals and Handlebars*: All operators of a LSEB shall keep their feet on the pedal and both hands on the handlebars at all times. It shall be prohibited to practice or perform any trick or fancy driving.

8. *Operating Regulations*: Every person operating a LSEB on a roadway shall ride as near to the right-side as practicable, exercising due care when passing a standing vehicle or one proceeding in the same direction. An operator of a LSEB may move left under any of the following conditions:
 1. To make a left turn from a left turn lane or pocket;
 2. To avoid debris, drains, or other hazardous conditions on the right;
 3. To pass a slower moving vehicle;
 4. To occupy any available lane when traveling at the same speed as other traffic;
9. *Prohibited Locations*: No person shall ride a LSEB upon a sidewalk within the Borough of Sea Bright, nor in any location where it is prohibited by sign. This restriction shall not apply to the "Multi-Use Path (Splash Pad)".
10. *Carrying Items*: No person operating a LSEB shall carry any package, bundle or article which prevents the rider from keeping both hands upon the handlebars.
11. *Parking*: No person shall park a LSEB upon a street except where an appropriate rack or spots are provided. All LSEB, when parked on sidewalks, shall be parked only in such manner as not to obstruct or impede the normal movement of pedestrian or other traffic or access to adjacent buildings.
12. *Speed*: No person shall operate a LSEB at speeds faster than are reasonable or proper, which in no case shall be in excess of legal speed limits, unless participating in an officially sponsored or sanctioned rally or road race. In no event shall speed of operation exceed 20 miles per hour.
13. *Reckless or Careless Riding*: No person shall ride a LSEB in a reckless or careless manner which endangers or is likely to endanger the safety or welfare of other persons or property.

C. Multi-Use Path "Splash Pad" Regulations.

1. In addition to Regulations contained within § 201-91B of this Article, every person operating a LSEB on the Multi-Us Path "Splash Pad" shall:
 - a. Yield to Pedestrians at all times.
 - b. Alert Pedestrians, Cyclist, and other LSEB Operators when attempting to pass.
 - c. Operate LSEBs and Bicycles at a low rate of speed not to exceed fifteen (15) miles per hour.

D. Business Regulations.

1. All persons and businesses who own, rent, hire or lease LSMB in the Borough of Sea Bright for the delivery of items in commerce, such as messages, parcels, food and/or other merchandise or goods, or for the delivery of items in commerce destined for the Borough of Sea Bright:
 - a. Shall keep each LSMB in a safe operating condition, and shall advise the persons using said LSMB of the regulations for use in Sea Bright Borough
 - b. Shall post a copy of this chapter in a conspicuous place where said bicycles are kept, rented, hired or leased, if such location is within the Borough of Sea Bright; and
 - c. Shall ensure that any employee, agent, or contractor, while utilizing LSMB for hire by, for or on behalf of such person or business, shall wear a reflective vest, and have affixed a tag, license, decal or marking affixed to LSMB clearly identifying such LSMB as being operated for hire by, for or on behalf of such person or business.
2. For the purposes of this section, to "hire" includes persons or businesses whose employees or agents utilize LSMB to deliver their messages, parcels, food and/or other merchandise or goods during the time such LSMB are being used for such purpose, whether or not such LSMB are owned, leased or rented by the person or business.
3. A persons or businesses failure to comply with this section shall be considered a violation of this section.
4. Any violation of this section by an operator of a LSEB while in the hire of a person or business shall be considered a separate violation of this section by such person or business.

E. Registration Requirement:

1. All persons and businesses who own, rent, hire or lease LSEB in the Borough of Sea Bright for the delivery of items in commerce, such as messages, parcels, food and/or other merchandise or goods, shall maintain proper registration tags and licenses for each LSEB issued by the Police Department.
2. All persons and businesses who rent, hire or lease LSEB in Sea Bright Borough for the delivery of items in commerce destined for the Borough of Sea Bright, but that are not located within the Borough, shall comply with any municipal registration requirements applicable to LSEBs that may be in force in the location where such business or person's business is based.

3. A persons or businesses failure to comply with this section shall be considered a violation of this section.
4. Any violation of this section by an operator of a LSEB while in the hire of a person or business, shall be considered a separate violation of this section by such person or business.

§ 201-92 Low-Speed Vehicles (LSV).

A. Low-Speed Vehicles Rules and Regulations

1. In addition to State Regulations pertaining to Low-Speed Vehicles, in particular NJSA 29:4-31.1, it shall be unlawful for any person to operate a Low-Speed Vehicle upon any public property in the Borough, including but not limited to municipal side street, municipal parking lots, multi-use path (splash pad), Ocean Avenue (SH36) and recreation areas.

§ 201-93 Violations and penalties.

- A. Any person who violates § 201-91.A above shall be subject to a fine in the amount of \$125.
- B. Any person who violates § 201-91.B above shall be subject to a fine in the amount of \$125
- C. Any person who violates § 201-91.C above shall be subject to a fine in the amount of \$125
- D. Any person who violates § 201-91.D above shall be subject to a fine in the amount of \$125
- E. Any person who violates § 201-91.E above shall be subject to a fine in the amount of \$125
- F. Any person who violates § 201-92.A above shall be subject to a fine in the amount of \$300

§ 201-94 Enforcement.

- A. The Sea Bright Police Department shall have authority to issue summonses for violations of this article.
- B. The Sea Bright Police Department may remove and impound any low-speed electric vehicle/bicycle which are operated, parked, or abandoned in violation of this article. The cost of said removal shall be borne by the low-speed electric vehicle/bicycle owner or lessee.
- C. Enforcement of this article shall be under the jurisdiction of the Sea Bright Police Department.

SECTION TWO. All Ordinances or parts of Ordinances inconsistent herewith are repealed to the extent of such inconsistency. The Borough Clerk is authorized to renumber and/or re-codify any sections affected by such repeal to the extent consistent with this Ordinance.

SECTION THREE. If any word, phrase, clause, section or provision of this Ordinance shall be found by any Court of competent jurisdiction to be unenforceable, illegal or unconstitutional such word, phrase, clause, section or provision shall be severable from the balance of the Ordinance and the remainder of the Ordinance shall remain in full force and effect.

SECTION FOUR. This Ordinance shall take effect upon publication thereof after final passage according to law and approval by the State of New Jersey.

I HEREBY CERTIFY this to be a true and correct Ordinance of the Mayor and Borough Council of the Borough of Sea Bright, introduced on March 19, 2024 and will be further considered after a Public Hearing held on April 16, 2024 in the Municipal Building at 1097 Ocean Avenue at 7:00 p.m.

INTRODUCED: March 19, 2024
PUBLIC HEARING: April 16, 2024
ADOPTED:

Witness:

BOROUGH OF SEA BRIGHT

CHRISTINE PFEIFFER, CLERK

BRIAN P. KELLY, MAYOR

BOND ORDINANCE NO. 07-2024
**BOND ORDINANCE AMENDING BOND ORDINANCE
NUMBER 2021-13 FINALLY ADOPTED BY THE
BOROUGH COUNCIL OF THE BOROUGH OF SEA
BRIGHT, NEW JERSEY ON AUGUST 17, 2021**

BE IT ORDAINED BY THE BOROUGH COUNCIL OF THE BOROUGH OF SEA BRIGHT, IN THE COUNTY OF MONMOUTH, NEW JERSEY (not less than two-thirds of all the members thereof affirmatively concurring), AS FOLLOWS:

Section 1. The Bond Ordinance of the Borough Council of the Borough of Sea Bright, in the County of Monmouth, New Jersey (the "Borough") entitled "Bond Ordinance Providing An Appropriation Of \$140,000 For Sewer Utility Improvements For And By The Borough Of Sea Bright In The County Of Monmouth, New Jersey And, Authorizing The Issuance Of \$133,000 Bonds Or Notes Of The Borough For Financing Part Of The Appropriation" finally adopted on August 17, 2021 (the "Ordinance") is hereby incorporated by reference in its entirety.

Section 2. The Ordinance is hereby amended by (a) deleting the reference of "\$140,000" for the appropriation and estimated cost and "\$133,000" for the estimated maximum amount of bonds or notes and substituting in lieu therefor "\$300,000" and "\$285,000", (b) deleting the reference to \$7,000 for the down payment and substituting in lieu therefor \$15,000 and by (c) deleting the reference to "\$40,000" for Section 20 costs and substituting in lieu therefor "\$60,000".

Section 3. The capital budget of the Borough is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith. The resolutions in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital program as approved by the Director of the Division of Local Government Services is on file with the Clerk and is available there for public inspection.

Section 4. This Section 4 constitutes a declaration of official intent under Treasury Regulation Section 1.150-2. The Borough reasonably expects to pay expenditures with respect to the Improvements prior to the date that the Borough incurs debt obligations under this Bond Ordinance. The Borough reasonably expects to reimburse such expenditures with the proceeds of debt to be incurred by the Borough under this Bond Ordinance. The maximum principal amount of debt expected to be issued for payment of the costs of the Improvements is \$285,000. All other provisions of the Ordinance shall remain unchanged.

Section 5. This amendatory bond ordinance shall take effect twenty days after the first publication thereof after final adoption as provided by Local Bond Law.

Section 6. **I HEREBY CERTIFY** this to be a true and correct Bond Ordinance No. 07-2024 of the Mayor and Borough Council of the Borough of Sea Bright, introduced on March 19, 2023, and will be further considered after a Public Hearing held on April 16, 2024, in the Mayor Dina Long Community Room, 1097 Ocean Avenue, at 7:00 pm.

INTRODUCED: March 19, 2024
PUBLIC HEARING: April 16, 2024
ADOPTED:

Witness

BOROUGH OF SEA BRIGHT,

CHRISTINE PFEIFFER, CLERK

BRIAN P. KELLY, MAYOR

ORDINANCE NO. 08-2024
AN ORDINANCE AMENDING AND SUPPLEMENTING
CHAPTER 201, "VEHICLES AND TRAFFIC", OF THE
CODE OF THE BOROUGH OF SEA BRIGHT

BE IT ORDAINED by the Borough Council of the Borough of Sea Bright in the County of Monmouth, State of New Jersey, as follows:

SECTION ONE: Chapter 201, "Vehicles and Traffic", of the Code of the Borough of Sea Bright, Article II, "Parking Regulations" Section 201-10, "Parking Regulated by Time Limitations" subsection 201-10A(1), be and the same is hereby amended and supplemented to read, in full, as follows:

<u>Street</u>	<u>Sides</u>	<u>Time Limit</u>
Route 36	Southbound, western side	30 minutes, 10 a.m. to 6 p.m. May 1 to October 1
Route 36	Northbound, eastern side	30 minutes, 10 a.m. to 6 p.m. May 1 to October 1

SECTION TWO: All Ordinances or parts thereof inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistencies.

SECTION THREE: If any section, subsection, paragraph, sentence or other portion of this Ordinance be adjudged by a Court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Ordinance.

SECTION FOUR: This Ordinance shall take effect immediately upon its passage and publication according to law.

I HEREBY CERTIFY this to be a true and correct Ordinance of the Mayor and Borough Council of the Borough of Sea Bright, introduced on March 19, 2024 and will be further considered after a Public Hearing held on April 16, 2024 at the Municipal Building, 1097 Ocean Avenue, at 7:00 p.m.

INTRODUCED: March 19, 2024
PUBLIC HEARING: April 16, 2024
ADOPTED:

Witness

BOROUGH OF SEA BRIGHT

CHRISTINE PFEIFFER, CLERK

BRIAN KELLY, MAYOR

**VOUCHER LIST
MARCH 19, 2024
BOROUGH OF SEA BRIGHT**

00218	ALICE'S KITCHEN		
24-00290	03/06/24 Streets & Roads	Open	240.00
02113	AMERICAN WATER		
24-00299	03/08/24 SEWER	Open	327.16
2597	AT&T MOBILITY		
24-00345	03/14/24 BEACH	Open	670.35
2806	AUTOMATED BUILDING CONTROLS		
24-00293	03/06/24 Buildings & Grounds	Open	2,500.00
02036	BAHRLE, DAVID		
24-00262	02/27/24 DPW	Open	79.95
01241	BAIN'S HARDWARE, INC.		
24-00334	03/14/24 HARDWARE	Open	432.35
2640	BATHGATE, WEGENER & WOLF		
24-00281	03/04/24 LEGAL	Open	1,489.75
01957	BENEMAX BENEFIT MANAGEMENT CO.		
24-00311	03/11/24 HEALTH	Open	360.00
01631	BOROUGH OF OCEANPORT		
24-00314	03/11/24 COURT	Open	6,500.00
01565	BOROUGH OF SEA BRIGHT		
24-00315	03/11/24 ADMIN FEES	Open	1,245.00
01974	BOROUGH OF SEA BRIGHT COURT		
24-00316	03/12/24 COURT	Open	24.90
00530	BULLET LOCK & SAFE CO., INC.		
24-00101	01/16/24 Keys - 1097 Clerk Closet	Open	8.00
24-00234	02/23/24 Buildings & Grounds	Open	10.50

			18.50
00230	CERTIFIED SPEEDOMETER		
24-00267	02/28/24 POLICE: CONTRACTUAL SERVICES	Open	264.00
2680	CINTAS		
24-00270	02/28/24 Buildings & Grounds	Open	142.38
00982	CITY OF LONG BRANCH		
24-00307	03/11/24 GASOLINE	Open	5,281.40
00256	CLEARY, GIACOBBE, ALFIERI &		
24-00298	03/07/24 LEGAL	Open	1,382.50
01801	COLLIER ENGINEERING & DESIGN		
24-00329	03/13/24 ENGINEER	Open	971.25
02253	DAVID HODER ASSOCIATES		
24-00322	03/12/24 PLAN.BRD-ENGINEER	Open	1,960.00
2528	DCH FORD		
24-00139	01/31/24 POLICE	Open	469.44
24-00252	02/23/24 POLICE: VEHICLE MAINTENANCE	Open	1,193.99

			1,663.43
01754	EDMUNDS & ASSOCIATES, INC.		
24-00283	03/05/24 REC & BEACH	Open	1,700.00

01817	FINEGAN, GEORGE		
24-00333	03/14/24 ANIMAL	Open	677.18
2889	FIRE FIGHTER ONE APPARATUS		
23-01176	10/19/23 Squad 43 Brake Repairs	Open	1,779.99
23-01177	10/19/23 OEM Truck Headlights	Open	797.40
24-00286	03/06/24 Windshield Repairs - 4377	Open	1,424.85

			4,002.24
01720	FIREFIGHTER ONE, LLC		
23-00928	08/15/23 Squad Brake Repairs	Open	12,517.95
3117	FLAMINGO FIT LLC		
24-00261	02/27/24 LIBRARY	Open	375.00
2406	FP MAILING SOLUTIONS		
24-00301	03/08/24 A&E	Open	98.85
00978	FRIEDMAN, BRETT		
24-00273	02/28/24 POLICE	Open	329.47
02101	GANNETT NY/NJ LOCALI-Q		
24-00258	02/27/24 PLAN.BOARD	Open	32.56
24-00280	03/04/24 CLERK	Open	26.40
24-00336	03/14/24 CLERK	Open	75.68

			134.64
2281	GRAINGER		
24-00119	01/24/24 Sewer	Open	601.20
24-00158	02/06/24 Tool Fuel	Open	168.04

			769.24
02252	GRAINGER, INC.		
23-00938	08/15/23 Sewer Depart.	Open	80.52
2588	HOAGLAND, LONGO, MORAN, DUNST		
24-00330	03/13/24 PROSECUTOR	Open	700.00
2478	HOLISTIC WELLNESS, LLC		
24-00259	02/27/24 LIBRARY	Open	300.00
2710	HOLMDEL TOWNSHIP		
24-00313	03/11/24 SHARED SERVICE	Open	3,656.34
01285	HOME DEPOT CREDIT SERVICES		
24-00144	01/31/24 Buildings & Grounds	Open	479.40
24-00230	02/23/24 Streets & Roads	Open	14.75
24-00243	02/23/24 Buildings & Grounds	Open	362.21
24-00269	02/28/24 Beach	Open	146.66
24-00295	03/07/24 A&E	Open	104.33

			1,107.35
2791	HUDSON ENERGY SERVICES.		
24-00344	03/14/24 ELECTRIC	Open	113.96
2323	INTEGRATED SYSTEMS & SERVICES		
24-00248	02/23/24 Buildings & Grounds	Open	264.00
2297	INTEGRATED TECHNICAL SYSTEMS		
24-00256	02/27/24 PARKING	Open	12,330.00
2561	INTRON TECHNOLOGY SOLUTIONS		
24-00162	02/06/24 Replacement Laptop	Open	928.31
24-00335	03/14/24 COMPUTER TECHNOLOGY	Open	6,005.34

			6,933.65

2573	JCP & L		
	24-00264 02/27/24 ELECTRIC	Open	14,130.40
01784	JUNGLE LASERS, LLC		
	24-00300 03/08/24 BLDG DEPT	Open	350.00
00015	LANIGAN ASSOCIATES, INC.		
	24-00242 02/23/24	Open	303.00
2708	LETIZIA M.D., MATTHEW		
	24-00332 03/14/24 BEACH	Open	3,000.00
LOKDO005	LOK DOC		
	24-00238 02/23/24	Open	245.00
01603	M AND N VENTURES		
	24-00247 02/23/24 Sea Bright Banner	Open	195.00
	24-00282 03/05/24 PLAN BOARD	Open	17.00

			212.00
00799	MAGLOCLEN		
	24-00268 02/28/24 POLICE: CONTRACTUAL SERVICES	Open	400.00
2278	MCLAUGHLIN, STAUFFER & SHAKLEE		
	24-00297 03/07/24 LEGAL	Open	6,770.50
00107	MIDDLESEX COUNTY MUNICIPAL		
	24-00303 03/08/24 INSURANCE	Open	4,676.52
01322	MONMOUTH AND OCEAN COUNTY		
	24-00239 02/23/24	Open	50.00
00109	MONMOUTH COUNTY POLICE CHIEF'S		
	24-00126 01/24/24	Open	150.00
	24-00128 01/24/24	Open	500.00

			650.00
02045	MONMOUTH COUNTY SPCA		
	24-00263 02/27/24 ANIMAL	Open	37.50
	24-00312 03/11/24 ANIMAL	Open	325.00

			362.50
00441	MONMOUTH COUNTY TREASURER		
	24-00302 03/08/24 SHARED SERVICE-911 DISPATCH	Open	90,001.74
01499	MONMOUTH SPRINKLER CO., INC.		
	24-00141 01/31/24 Buildings & Grounds	Open	184.00
2883	MONTENEGRO, THOMPSON, MONTENEGRO		
	24-00331 03/13/24 PLAN. BOARD	Open	2,739.00
00339	NAPA AUTO PARTS CENTER		
	24-00237 02/23/24 Streets & Roads	Open	448.32
00433	NATIONAL ENTERTAINMENT		
	24-00172 02/06/24 RECREATION	Open	1,590.00
01399	NEW JERSEY AMERICAN WATER		
	24-00279 03/04/24 WATER	Open	4,957.37
01810	NJ DEPT OF HEALTH		
	24-00278 03/04/24 ANIMAL	Open	6.00
00113	NJ NATURAL GAS COMPANY		
	24-00257 02/27/24 NATURAL GAS	Open	2,874.78

02094	NJ OFFICE WEIGHTS & MEASURES		
24-00231	02/23/24	Open	100.00
00502	NJ STATE LEAGUE/MUNICIPALITIES		
24-00323	03/13/24 DPW Seasonal Laborer Job Ad	Open	115.00
01309	OCEANPORT BOARD OF EDUCATION		
23-00773	07/13/23 SCHOOL TAX	Open	74,140.00
00046	ONE CALL CONCEPTS, INC.		
24-00285	03/05/24 SEWER	Open	25.74
2372	PAYARGO, INC.		
24-00342	03/14/24 TAX	Open	123.10
2525	POOR JOHNS PORTABLE TOILETS		
23-00086	01/27/23 Beach	Open	366.00
24-00341	03/14/24 BEACH	Open	366.00

			732.00
01463	PUMPING SERVICES, INC.		
24-00140	01/31/24 Sewer	Open	1,385.10
00164	RAIN, WILLIAM		
24-00274	02/28/24 HEALTH	Open	161.10
2330	RAW POWER GENERATOR SERVICE		
24-00079	01/16/24 Sewer	Open	731.25
24-00080	01/16/24 Buildings & Grounds	Open	887.50

			1,618.75
2728	READY REFRESH BY NESTLE		
24-00339	03/14/24 SPRING WATER	Open	1,345.61
3137	RUMPH, ABIGAIL		
24-00260	02/27/24 LIBRARY	Open	250.00
24-00294	03/07/24 LIBRARY	Open	125.00

			375.00
01554	SEA BRIGHT SERVICE CENTER		
24-00251	02/23/24 POLICE: VEHICLE MAINTENANCE	Open	239.95
00027	SEABOARD WELDING SUPPLY, INC.		
24-00338	03/14/24 DPW	Open	18.50
3142	SHARMA, BINDU & SHANJIV		
24-00255	02/27/24 REFUND TAX OVERPAYMENT	Open	703.00
01027	SHORE BUSINESS SOLUTIONS		
24-00343	03/14/24 COPIERS	Open	879.42
00053	SHORE REGIONAL HIGH SCHOOL		
23-00778	07/13/23 HIGH SCHOOL TAX	Open	184,110.84
00125	SPAHR, PATRICIA		
23-01354	12/14/23 Reimb. Renewal CTC - 1189	Open	50.00
02225	STAPLES ADVANTAGE		
24-00163	02/06/24 Office Supplies	Open	135.86
2535	SUBURBAN DISPOSAL, INC.		
24-00308	03/11/24 TRASH	Open	6,794.09
24-00309	03/11/24 TRASH	Open	22,121.91
24-00310	03/11/24 DUMPSTERS	Open	701.32

			29,617.32

00192	TAX COLL & TREAS ASSOC OF NJ		
24-00304	03/11/24 TAX COLLECTOR	Open	480.00
00656	TAYLOR FENCE CO., INC.		
24-00236	02/23/24 Beach	Open	2,646.47
24-00241	02/23/24 Beach	Open	2,392.00

			5,038.47
00973	THE TWO RIVER TIMES		
24-00284	03/05/24 CLERK	Open	10.85
3141	TODFIELD, DONATELLA & DARREN		
24-00254	02/27/24 TAX OVERPAYMENT	Open	17,646.41
01243	TREASURER, STATE OF NEW JERSEY		
24-00340	03/14/24 FIRE MARSHAL	Open	323.00
00331	TREASURER, STATE OF NJ		
24-00317	03/12/24 TIDELANDS	Open	200.00
00178	UNITED STATES POSTAL SERVICE		
24-00271	02/28/24 USPS ANNUAL PERMIT FEE	Open	320.00
2658	VERIZON		
24-00318	03/12/24 SEWER	Open	948.85
2291	VERIZON		
24-00319	03/12/24 FIOS	Open	659.95
2658	VERIZON		
24-00320	03/12/24 PHONE	Open	827.94
24-00321	03/12/24 FAX	Open	154.55
02061	VERIZON WIRELESS		
24-00305	03/11/24 CELLS	Open	187.85
24-00306	03/11/24 FIRE DEPT	Open	318.08

			505.93

TOTAL: \$ 528,586.68

Manual Checks / Wire Transfers

24-00296	BOROUGH OF SEA BRIGHT-CURRENT FUND	\$100.00
3/7/2024	REPLENISH PETTY CASH FUND	
24-00277	MUNICIPAL CLERKS ASSOC. OF NJ	\$425.00
3/4/2024	CONFERENCE REGISTRATION FEE	
24-00227	TREASURER, COUNTY OF MONMOUTH	\$13,550.90
2/21/2024	ADDED & OMITTED COUNTY TAX	
24-00228	TREASURER, COUNTY OF MONMOUTH	\$1,926.35
2/21/2024	ADDED & OMITTED OPEN SPACE TAX	
24-00229	TREASURER, COUNTY OF MONMOUTH	\$996.39
2/21/2024	ADDED & OMITTED LIBRARY TAX	
24-00275	U.S.BANK CORP.TRUST	\$350.00
2/28/2024	ANNUAL TRUSTEE FEE	

24-00337	UNITED STATES POSTAL SERVICE	\$1,000.00
3/14/2024	REPLENISH BULK MAIL ACCT.	

24-00276	WEX BANK	\$501.99
2/28/2024	GASOLINE: JANUARY	

TOTAL: \$ 18,850.63

GRAND TOTAL: \$ 547,437.31

RESOLUTION NO. 72-2024
Introduction of the 2024 Municipal Budget
MUNICIPAL BUDGET NOTICE

Councilmember _____ introduced and offered for adoption the following Resolution, seconded by Councilmember _____ :

BE IT RESOLVED, that the following statements of revenues and appropriations shall constitute the Municipal Budget for the Year 2024; and

BE IT FURTHER RESOLVED, that said budget be published in the Two River Times in the issue of March 28, 2024; and

The Governing Body of the Borough of Sea Bright does hereby approve the following, as the Budget for the year 2024:

RECORDED VOTE	Ayes	Nays	Abstained	Absent
COUNCILMEMBER ERWIN BIEBER				
COUNCILMEMBER SAMUEL A. CATALANO				
COUNCILMEMBER HEATHER GORMAN				
COUNCILMEMBER WILLIAM J. KEELER				
COUNCILMEMBER JOHN M. LAMIA, JR.				
COUNCILMEMBER MARC A. LECKSTEIN				

Notice is Hereby Given, that the Budget and Tax resolution was approved by the Councilmembers of the Borough of Sea Bright, County of Monmouth on March 19, 2024.

A Public Hearing on the Budget and Tax Resolution will be held on April 16, 2024 at 7:00 P.M. at which time objections to said Budget and Tax Resolution for the year 2024 may be presented by taxpayers or other interested parties. This meeting will be held in The Mayor Dina Long Community Room, 1097 Ocean Avenue, Sea Bright, NJ - remote access information is available on the Borough website (www.seabrightnj.org).

March 19, 2024

CERTIFICATION

I, Christine Pfeiffer, Borough Clerk, do hereby certify that the foregoing is a Resolution adopted by the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, at a Council Meeting held on March 19, 2024.

Christine Pfeiffer, Borough Clerk

RESOLUTION NO. 73-2024
SELF-EXAMINATION OF BUDGET
BOROUGH OF SEA BRIGHT

Councilmember introduced and offered for adoption the following Resolution; seconded by
Councilmember :

WHEREAS, N.J.S.A. 40A:4-78b has authorized the Local Finance Board to adopt rules that permit municipalities in sound fiscal condition to assume the responsibility, normally granted to the Director of the Division of Local Government Services, of conducting the annual budget examination; and

WHEREAS, N.J.A.C. 5:30-7 was adopted by the Local Finance Board on February 11, 1997; and

WHEREAS, pursuant to N.J.A.C. 5:30-7.2 through 7.5, the *Borough of Sea Bright* has been declared eligible to participate in the program by the Division of Local government Services, and the Chief Financial officer has determined that the local government meets the necessary conditions to participate in the program for the 2024 budget year.

NOW THEREFORE BE IT RESOLVED by the governing body of the *Borough of Sea Bright* that in accordance with N.J.A.C. 5:30-7.6a & 7.6b and based upon the Chief Financial Officer's certification, the governing body has found the budget has met the following requirements:

1. That with reference to the following items, the amounts have been calculated pursuant to law and appropriated as such in the budget:
 - a. Payment of interest and debt redemption charges
 - b. Deferred charges and statutory expenditures
 - c. Cash deficit of preceding year
 - d. Reserve for uncollected taxes
 - e. Other reserves and non-disbursement items
 - f. Any inclusions of amounts required for school purposes.
2. That the provisions relating to limitation on increases of appropriations pursuant to N.J.S.A. 40A:4-45.2 and appropriations for exceptions to limits on appropriations found at N.J.S.A. 40A:4-45.3 et seq., are fully met (complies with CAP law).
3. That the budget is in such form, arrangement, and content as required by the Local Budget Law and N.J.A.C. 5:30-4 and 5:30-5.
4. That pursuant to the Local Budget Law:
 - a. All estimates of revenue are reasonable, accurate and correctly stated,
 - b. Items of appropriation are properly set forth
 - c. In itemization, form, arrangement and content, the budget will permit the exercise of the comptroller function within the municipality.
5. The budget and associated amendments have been introduced and publicly advertised in accordance with the relevant provisions of the Local Budget Law, except that failure to meet the deadlines of N.J.S.A. 40A:4-5 shall not prevent such certification.
6. That all other applicable statutory requirements have been fulfilled.

BE IT FURTHER RESOLVED that a copy of this resolution will be forwarded to the Director of the Division of Local Government Services upon adoption.

Roll Call: Bieber, Catalano, Gorman, Keeler, Lamia, Leckstein

March 19, 2024

CERTIFICATION

I, Christine Pfeiffer, do hereby certify that the foregoing is a resolution adopted by the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, at a Council Meeting held on March 19, 2024.

Christine Pfeiffer, Borough Clerk