

**MINUTES
REGULAR MEETING
BOROUGH OF SEA BRIGHT**

NOVEMBER 14, 2022

SEA BRIGHT, NEW JERSEY

TO ATTEND THIS MEETING REMOTELY PLEASE USE THE FOLLOWING:

<https://meet.goto.com/394813541>

OR DIAL: (646) 749-3122

Access Code: 394-813-541

Mayor Kelly called the meeting to order at 7:00 p.m. and requested those present to join in the Pledge of Allegiance.

Mayor Kelly read the following Compliance Statement:

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 10, 2022. In each instance, the Date, Time, And Location of This Meeting Were Provided in The Notice. This Meeting Is Open To The Public."

PRESENT: Mayor Brian P. Kelly
Councilmembers, Erwin Bieber, Kevin Birdsall,
Jefferey M. Booker, Sr., William J. Keeler

ABSENT: Councilmembers Samuel A. Catalano, John M. Lamia, Jr

OTHERS: Attorney Roger McLaughlin, Borough Clerk Christine Pfeiffer

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.

Brad O'Connor, 932 Ocean Avenue, expressed his concerns about his neighbor's bulkhead at 924 Ocean Avenue. He understands he received a letter from the Borough about the necessary repairs back in January, 2021, but since then has made no progress to remedy the situation. Mr. O'Connor understands that there were delays due to COVID but he is getting concerned as the ground is getting washed away and is very close to washing out behind his bulkhead. Councilman Bieber explained that the ordinance was put in place a while ago and stated that the Administration Committee is working to update the ordinance to include a comprehensive, fair and enforceable plan, to include finance, legal and engineering, before the situation gets worse.

CONSENT AGENDA

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

Minutes

10-13-2022 Workshop Meeting
10-13-2022 Executive Meeting
10-18-2022 Regular Meeting

Roll Call: Bieber, Birdsall, Booker, Catalano, Keeler, Lamia
Yes Yes Yes Absent Yes Absent

Resolutions:

No. 175-2022 Authorizing Hiring of Police Officer Designation of Special Law Enforcement Officer - Class II

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

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

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

CLASS II SPECIAL POLICE OFFICER:

Christopher D. Panduri

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 Class II Special Officer, Christopher D. Panduri, 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. Christopher D. Panduri

Roll Call: Bieber, Birdsell, Booker, Catalano, Keeler, Lamia
Yes Yes Yes Absent Yes Absent

No. 176-2022 Authorizing Designation of Police Officers From Special Law Enforcement Officers – Class I To Class II

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

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

WHEREAS, Chief Brett Friedman has requested that the following current Class I Special Police Officers be appointed as Class II Special Police Officers after they have fulfilled the required training at the Monmouth County Police Academy.

CLASS II SPECIAL POLICE OFFICERS:

Natalie Elharfouche
Christopher J. Glietz
Emilee Skillman

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 by the Borough Council of the Borough of Sea Bright, County of Monmouth does hereby approve the appointment of Class II Special Officer for Natalie Elharfouche, Christopher J. Glietz and Emilee Skillman, to be paid at an hourly rate as specified in Ordinance No. 04-2021 upon successful completion of the required training at the Monmouth County Police Academy; 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. Individual Appointees

Roll Call: Bieber, Birdsell, Booker, Catalano, Keeler, Lamia
Yes Yes Yes Absent Yes Absent

No. 177-2022 Hiring Volunteer Firefighters Borough of Sea Bright Fire Department

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

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 applications from the following individuals, all pre-appointment requirements have been met and the Fire Chief recommends they be hired to serve as a volunteer firefighters on the Sea Bright Fire/Rescue Department:

Full Membership

Luke Fanning
Rocco Nannarello
Joseph Wojtowicz

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 the hiring of the above-named individuals to serve as a member on 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 Members

Roll Call: Bieber, Birdsall, Booker, Catalano, Keeler, Lamia
 Yes Yes Yes Absent Yes Absent

No. 178-2022 2022 Budget Authorizing the Transfer of Funds in accordance with N.J.S.A. 40A:5-58

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

WHEREAS, there exists a need to transfer budget balances in certain line item appropriations of the 2022 budget; and

WHEREAS, N.J.S.A. 40A:5-58 authorizes the transfer of appropriations, during the last two (2) months of the calendar year, to said budget where adopted heretofore by the governing body by two-thirds vote thereof.

NOW, THEREFORE BE IT RESOLVED by the Borough Council of the Borough of Sea Bright, County of Monmouth, (not less than 2/3 of all members of the Governing Body concurring) that the Borough Administrator and Chief Financial Officer are hereby authorized to make the following transfers in accordance with the annexed schedule for the Current and Beach Utility Funds:

Schedule of Budget Transfers – November 14, 2022

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

1. Director of Finance
2. Borough Auditor
3. Fiscal Officer

Borough of Sea Bright			
Schedule of Budget Transfers – November 14, 2022			
Current Fund		To	From
General Admin	S&W	\$	9,500
General Admin	OE		21,925
Finance	OE		5,250
Audit	OE		1,750
Computerized Information Systems	OE		3,250
Tax Collector	OE		1,250
Tax Assessor	S&W		300
Tax Assessor	OE		5,500
Legal	OE	\$ 77,000	
Engineering	OE		25,000
Planning Board	OE		1,500
Code Enforcement	S&W		3,500
Code Enforcement	OE		750
Demolition Of Unsafe Structures	OE		1,000
General Liability Insurance	OE		1,000
Workman's Compensation Insurance	OE		5,600
Employee Health Insurance	OE		35,000
Health Insurance Waivers	S&W		2,500
Unemployment Insurance	OE		3,500
Parking Program	OE	3,000	
Emergency Management	S&W	1,575	
Hydrants	OE	2,000	
Streets and Roads	S&W		6,000
Streets and Roads	OE		25,000
Solid Waste	OE	3,000	
Buildings and Grounds	S&W		1,000
Buildings and Grounds	OE	32,000	
Parks and Recreation	S&W	2,000	

Parks and Recreation	OE		10,000
Electric	OE	15,000	
Street Lights	OE	15,500	
Natural Gas	OE	7,500	
Gasoline	OE	15,000	
Landfill	OE		10,000
Social Security	OE	12,500	
Municipal Court	S&W		1,000
Municipal Court	OE		5,000
Total Current Fund Transfers		\$ 186,075	\$ 186,075
Beach Utility Fund			
		To	From
Beach Utility Salaries and Wages	S&W	29,000	\$
Beach Utility Other Expenses	OE		25,000
Dune Maintenance	OE		4,000
Total Beach Fund Transfers		\$ 29,000	\$ 29,000

Roll Call: Bieber, Birdsall, Booker, Catalano, Keeler, Lamia
Yes Yes Yes Absent Yes Absent

No. 179-2022 Authorizing Bonds Aggregating The Principal Sum Not To Exceed \$2,841,329 Authorized By Three Bond Ordinances Heretofore Adopted To Finance Part Of The Cost Of Various General Improvements In The Borough Of Sea Bright, County Of Monmouth, New Jersey Into One Consolidated Issue Of Bonds And Providing For The Form, Maturities And Other Details Of Said Consolidated Issue

Councilmember Keeler offered the following Resolution and moved its adoption; seconded by Councilmember Bieber:

WHEREAS, the Borough Council of the Borough of Sea Bright, in the County of Monmouth, New Jersey (the “Borough”), has heretofore adopted three bond ordinances authorizing bonds to finance part of the cost of various general improvements in said Borough; and

WHEREAS, it is necessary to issue bonds pursuant to said ordinances in an aggregate principal amount not to exceed \$2,841,329 and it is deemed advisable and in the best interests of the Borough, for the purpose of the orderly marketing of said bonds and for other financial reasons, to combine the bonds authorized under said three ordinances into one consolidated issue in the aggregate principal amount not to exceed \$2,841,329 pursuant to the Local Bond Law, constituting Chapter 2 of Title 40A of the Revised Statutes of New Jersey; NOW, THEREFORE,

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

Section 1. There shall be issued bonds of the Borough in the following principal amounts pursuant to the following bond ordinances:

A. An amount not to exceed \$152,000 bonds, being bonds authorized by an ordinance entitled: (Ord. No. 12-2021):

“BOND ORDINANCE PROVIDING AN APPROPRIATION OF \$160,000 FOR ACQUISITION OF EQUIPMENT FOR THE FIRE DEPARTMENT FOR AND BY THE BOROUGH OF SEA BRIGHT IN THE COUNTY OF MONMOUTH, NEW JERSEY AND, AUTHORIZING THE ISSUANCE OF \$152,000 BONDS OR NOTES OF THE BOROUGH FOR FINANCING PART OF THE APPROPRIATION.”

heretofore finally adopted. The average period of usefulness is 5 years.

B. An amount not to exceed \$118,750 bonds, being bonds authorized by an ordinance entitled: (Ord. No. 14-2021):

“BOND ORDINANCE PROVIDING AN APPROPRIATION OF \$125,000 FOR CONSTRUCTION OF ACCESSIBLE VIEWING PLATFORMS ALONG THE BULKHEAD AT CENTER STREET AND BEACH STREET FOR AND BY THE BOROUGH OF SEA BRIGHT IN THE COUNTY OF MONMOUTH, NEW JERSEY AND, AUTHORIZING THE ISSUANCE OF \$118,750 BONDS OR NOTES OF THE BOROUGH FOR FINANCING PART OF THE APPROPRIATION.”

heretofore finally adopted. The average period of usefulness is 15 years.

C. An amount not to exceed \$2,570,579 bonds, being bonds authorized by an ordinance entitled: (Ord. No. 16-2016):

“BOND ORDINANCE PROVIDING AN APPROPRIATION OF \$7,900,000 FOR CONSTRUCTION OF MUNICIPAL COMPLEX FOR AND BY THE BOROUGH OF SEA BRIGHT IN THE COUNTY OF MONMOUTH, NEW JERSEY AND, AUTHORIZING THE ISSUANCE OF \$3,942,500 BONDS OR NOTES OF THE BOROUGH FOR FINANCING PART OF THE APPROPRIATION.”

heretofore finally adopted. The average period of usefulness is 30 years.

Section 2. The bonds referred to in Section 1 hereof are hereby combined into one consolidated issue of bonds in the aggregate principal amount not to exceed \$2,841,329 and are sometimes hereinafter collectively referred to as the “Bonds.” The bonds referred to in Subsections A to C shall be designated “General Obligation Bonds, Series 2022” and shall be numbered with the prefix G from one (1) consecutively upward. The bonds of said consolidated issue shall be dated the date of delivery of the Bonds and will be issued in fully registered form. The Bonds of said issue (i) shall be dated the date of delivery of the Bonds, (ii) shall mature in the years 2023 through 2042, or such other years as may be determined by the Chief Financial Officer, (iii) shall bear interest at the interest rates per annum as determined by the Chief Financial Officer, (iv) shall be sold at such price or prices as determined by the Chief Financial Officer, and (v) may be subject to redemption prior to their stated maturities as determined by the Chief Financial Officer, as shall be set forth in the proposal for the purchase of the Bonds acceptance of which is authorized pursuant to Section 5 hereof. The Bonds shall be numbered one consecutively upward, and will be issued in fully registered form.

Section 3. The Bonds shall be payable as to interest at the corporate trust office of U.S. Bank Trust Company, National Association, Iselin, New Jersey, (or other trustee bank selected by the hereinafter defined Authority) payable on the May 15 and November 15 prior to each June 1 and December 1, commencing June 1, 2023, in an amount equal to the interest accruing to each such June 1 and December 1, and payable as to principal at the corporate trust office of U.S. Bank National Association, payable on the 15th day of the month immediately preceding the due date therefor. Interest on the Bonds shall be calculated on the basis of a 360-day year or twelve 30-day calendar months.

Section 4. The Bonds shall be signed by the Mayor or Deputy Mayor and the Borough Chief Financial Officer (each an “Authorized Officer”), by their manual or facsimile signatures, and the corporate seal of the Borough shall be affixed thereto, or imprinted or reproduced thereon and shall be attested by the manual or facsimile signature of the Clerk or Deputy Clerk of the Borough.

Section 5. The Bonds are hereby sold and awarded to the Monmouth County Improvement Authority (the “Authority”) by an Authorized Officer at a price determined by the Authorized Officer pursuant to the terms of a Bond Purchase Agreement between the Borough and the Authority (the “Bond Purchase Agreement”). The Mayor, Deputy Mayor and Chief Financial Officer are hereby authorized on behalf of the Borough to execute the Bond Purchase Agreement by and between the Borough and the Monmouth County Improvement Authority and the Continuing Disclosure Agreement by and between the Borough and U.S. Bank Trust Company, National Association, if necessary.

Section 6. The Bonds and the registration provisions endorsed thereon shall be in substantially the following form:

No. 2022 G-__

**UNITED STATES OF AMERICA
STATE OF NEW JERSEY
COUNTY OF MONMOUTH**

**BOROUGH OF SEA BRIGHT
GENERAL OBLIGATION BONDS, SERIES 2022**

DATE OF
ORIGINAL
ISSUE: December __, 2022

BOROUGH OF SEA BRIGHT in the County of Monmouth, New Jersey, hereby acknowledges itself indebted and for value received promises to pay to

**THE MONMOUTH COUNTY IMPROVEMENT
AUTHORITY (the “Authority”)
c/o U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION
(the “Trustee”)**

the principal sums on the dates and in the amounts set forth on Schedule A attached hereto and made a part hereof and to pay interest on such sum from the DATE OF ORIGINAL ISSUE of this bond until payment in full at the interest rates per annum and in the amounts shown on Schedule A attached hereto and made a part hereof. Interest is payable to the Authority at the corporate trust office of the Trustee on the May 15 and November 15 prior to each June 1 and December 1, commencing June 1, 2023, in an amount equal to the interest accruing to each such June 1 and December 1. This bond as to principal will be payable on the fifteenth day of the month immediately preceding the due date therefor at the corporate trust office of the Trustee. Amounts not paid when due hereunder shall bear interest at the Late Payment Rate until paid. This bond shall be prepayable as set forth in Section 1303 of the bond resolution adopted by the Authority on November 10, 2022 (as the same may be supplemented and amended, the "Bond Resolution").

Both principal of and interest on this bond is payable in lawful money of the United States of America and in immediately available funds.

As used herein, "Business Day" shall mean any day that is not a Saturday, a Sunday or a legal holiday in the State of New Jersey or the State of New York or a day on which the Trustee is legally authorized to close. "Late Payment Rate" shall mean a rate per annum equal to the lower of (i) the greater of (a) three percent above the interest rate that JPMorgan Chase publicly announces from time to time as its prime lending rate, such interest rate to change on the effective date of each announced change in such rate and (b) the rate then payable on this bond, and (ii) the maximum interest rate allowed by law.

The Bonds are subject to redemption prior to their stated maturities.

This bond is one of an authorized issue of bonds and is issued pursuant to the Local Bond Law of New Jersey, and is one of the Bonds referred to in a resolution of the Borough of Sea Bright adopted on November 14, 2022 and entitled "Resolution Authorizing Bonds Aggregating The Principal Sum Not To Exceed \$2,841,329 Authorized By Three Bond Ordinances Heretofore Adopted To Finance Part Of The Cost Of Various General Improvements In The Borough Of Sea Bright, County Of Monmouth, New Jersey Into One Consolidated Issue Of Bonds And Providing For The Form, Maturities And Other Details Of Said Consolidated Issue," and the bond ordinances referred to therein, in all respects duly approved and published as required by law.

The full faith and credit of the Borough of Sea Bright are hereby irrevocably pledged for the punctual payment of the principal of and the interest on, and all other amounts due under, this bond according to its terms.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of New Jersey to exist, to have happened or to have been performed precedent to or in the issuance of this bond exist, have happened and have been performed and that the issue of bonds of which this is one, together with all other indebtedness of the Borough of Sea Bright, is within every debt and other limit prescribed by such Constitution or statutes.

The Borough of Sea Bright agrees to pay (i) all costs and expenses (including legal fees) in connection with the administration and enforcement of this bond, which includes but is not limited to costs in connection with the enforcement of the County Guaranty (as defined in the Bond Resolution) and (ii) its share of the amounts payable pursuant to Section 9(vi)(B) of the Bond Purchase Agreement between the Borough of Sea Bright and the Authority.

IN WITNESS WHEREOF, the BOROUGH OF SEA BRIGHT, in the County of Monmouth, New Jersey has caused this bond to be executed in its name by the manual or facsimile signatures of its Mayor or Deputy Mayor and its Chief Financial Officer, its corporate seal to be hereunto imprinted or affixed, this bond and the seal to be attested by the manual signature of its Borough Clerk, and this bond to be dated the DATE OF ORIGINAL ISSUE as specified above.

BOROUGH OF SEA BRIGHT

By: _____
Brian P. Kelly, Mayor

ATTEST:

Christine Pfeiffer,
Clerk

By: _____
Michael Bascom,
Chief Financial Officer

(Assignment Provision on Back of Bond)

ASSIGNMENT

FOR VALUE RECEIVED _____ hereby sells, assigns and transfers unto _____ (Please Print or Type Name and Address of Assignee) the within bond and

irrevocably appoints _____ as Attorney to transfer this bond on the registration books of the _____ with full power of substitution and revocation.

NOTICE

The signature of this assignment must correspond with the name as it appears on the face of the within bond in every particular.

Dated:

Signature of Guarantee:

SCHEDULE A

BOROUGH OF SEA BRIGHT

GENERAL OBLIGATION BONDS, SERIES 2022

Schedule of Principal and Interest Payments

Section 7. The Borough Chief Financial Officer is hereby authorized and directed (a) to cause a copy of the written opinion with respect to the Bonds which is to be rendered by the firm of Gibbons P.C. (complete except for omission of its date) to be printed or referred to on the Bonds, and at the time of the original delivery of payment for the Bonds and when such written opinion is rendered, to cause the Borough Clerk to certify to the truth and correctness of such copy of opinion by executing on each of said Bonds, by manual or facsimile signature, a certificate subjoined to each such copy, and to file a signed duplicate of such written opinion in such Clerk's office and at each place at which the Bonds are payable, (b) to cause the applicable CUSIP number (if any) assigned for each of said Bonds by the CUSIP Global Services, which is managed on behalf of the American Bankers Association by S&P Global Market Intelligence, to be printed on each of the Bonds, and (c) to cause, in the event that the Bonds shall qualify for issuance of any policy of municipal bond insurance at the option of the purchaser thereof, such legend or reference (if any) of such insurance to be printed (at the expense of such purchaser) on the Bonds.

Section 8. Upon the date of issue of the Bonds, being the date of delivery of the Bonds to the Authority and the payment of the purchase price thereof in accordance with the Bond Purchase Agreement, the Borough Chief Financial Officer is hereby authorized and directed as of said date of issue, to execute and deliver to said purchaser (a) an arbitrage certification with respect to the Bonds under and for the purpose of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and (b) an accompanying opinion of Gibbons P.C. as of said date of issue with respect to said arbitrage certification for the purposes of said Section 148.

Section 9. The proceeds of the Bonds shall be applied in the amounts and for the purposes provided in Section 1 hereof, and to pay and fund any bond anticipation notes theretofore issued for such purpose and then outstanding.

Section 10. The Mayor or Deputy Mayor and Borough Chief Financial Officer are hereby authorized and directed, as is the Borough Clerk, to execute all documents and certificates, necessary for the sale and delivery of said Bonds.

Section 11. This resolution shall take effect immediately.

Roll Call: Bieber, Birdsall, Booker, Catalano, Keeler, Lamia
Yes Yes Yes Absent Yes Absent

No. 180-2022 Authorizing the Release of Street Opening Escrow Account Balance

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

WHEREAS, Chapter 182.5 B. (2) of the Borough Code requires that a Street Opening application for an excavation be accompanied by an escrow deposit to secure the obligation to restore the surface of the street; and

WHEREAS, a deposit in the amount of \$1,000.00 was received for an excavation exceeding twenty (20) square feet from Navesink Partners, LLC; and

REGULAR MEETING

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WHEREAS, the Administrative Assistant for Street Opening Permits has confirmed with the necessary professionals that the repair to the street is satisfactory and, therefore, is requesting the release of the following;

<u>Block</u>	<u>Lot</u>	<u>Name</u>	<u>Escrow Balance</u>
3	3	Navesink Partners, LLC, dba Navesink Marina 1410 Ocean Avenue, Sea Bright, NJ 07760	\$1,000.00

TOTAL: \$ 1,000.00

NOW THEREFORE BE IT RESOLVED by the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey that the above-mentioned street opening escrow in the amount of \$1,000.00 is hereby released; and

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

1. Finance Manager
2. Fiscal Officer
3. Administrative Assistant for Street Opening Permits

Roll Call: Bieber, Birdsall, Booker, Catalano, Keeler, Lamia
 Yes Yes Yes Absent Yes Absent

No. 181-2022 Accept the Performance Guarantee(s) for Block 23, Lot 130; Block 33, Lots 20.02; Block 34, Lots 3.03 & 3.04 Mountain View Villas at Sea Bright

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

WHEREAS, by way of Resolution dated January 12, 2021, the Sea Bright Unified Planning Board granted Final Major Site Plan and Subdivision approval to Mountain View Villas at Sea Bright, the owner of properties known as Block 23, Lot 130; Block 33, Lots 20.02; Block 34, Lots 3.03 & 3.04 on the official tax map of the Borough of Sea Bright; and

WHEREAS, the Planning Board resolution requires the Developer to enter into a Developer’s agreement with the Borough of Sea Bright in connection with said Project; and

WHEREAS, by way of Resolution No. 172-2022, the Borough Council authorized the execution of the Developer’s agreement, a copy of which is attached hereto; and

WHEREAS, Planning Board Engineer, David J. Hoder, Hoder Associates, prepared a performance guarantee estimate dated June 30, 2021 for Mountain View Villas at Sea Bright subdivision and improvements; and

WHEREAS, in accordance with Mr. Hoder’s estimate, Mountain View Villas at Sea Bright posted an all-cash Performance guarantee in the amount of \$208,734.00, a Site Safety and Stabilization guarantee in the amount of \$9,980.88 and \$14,961.75 for engineering inspection fees; and

WHEREAS, the cash payments received from Mountain View Villas at Sea Bright were deposited with the Borough in accordance to the ordinances of the Borough of Sea Bright.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey that the performance guarantees and inspection fees are hereby accepted for the subdivision and improvements located on Mountainview Way (Block 23, Lot 130; Block 33, Lots 20.02; Block 34, Lots 3.03 & 3.04); and

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

1. Borough Engineer
2. Borough Attorney
3. Finance Manager
4. Mountain View Villas
5. Construction Department

Roll Call: Bieber, Birdsall, Booker, Catalano, Keeler, Lamia
 Yes Yes Yes Absent Yes Absent

No. 182-2022 Authorizing The Mayor To Execute A State Aid Agreement With The State Of New Jersey For Construction Of The Sandy Hook To Barnegat Inlet Section 1 -Sea Bright To Ocean Township, New Jersey Hurricane And Storm Damage Reduction Project Fourth Partial Renourishment Cycle, Project Number 6072-Sb-R4-20

Councilmember Keeler offered the following Resolution and moved its adoption; seconded by Councilmember Bieber:

WHEREAS, the Borough of Sea Bright is the owner of certain beachfront property upon which the Borough of Sea Bright, the United States Army Corps of Engineers, and the State of New Jersey Department of Environmental Protection have placed sand in connection with the construction of the Sandy Hook to Barnegat Inlet Section 1 -Sea Bright to Ocean Township, New Jersey hurricane and storm damage reduction project fourth partial renourishment cycle; and

WHEREAS, a requirement for participation in the beach replenishment project is the execution of a State Aid Agreement by the Borough of Sea Bright; and

WHEREAS, it is determined to be in the best interests of the citizens and residents of the Borough of Sea Bright that the State Aid Agreement be executed which allowed the Borough to participate in the ongoing beach replenishment project.

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 the Mayor and Clerk to execute a State Aid Agreement Between the Department of Environmental Protection and the Borough of Sea Bright for Construction of the Sandy Hook to Barnegat Inlet Section 1 -Sea Bright to Ocean Township, New Jersey Hurricane and Storm Damage Reduction Project Fourth Partial Renourishment Cycle, Project Number 6072-SB-R4-20; and

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

- 1. Sarah Bates, NJDEP
- 2. Borough Attorney

Roll Call:	Bieber,	Birdsall,	Booker,	Catalano,	Keeler,	Lamia
	Yes	Yes	Yes	Absent	Yes	Absent

ORDINANCE(s):

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

BOND ORDINANCE NO. 09-2022

BOND ORDINANCE PROVIDING AN APPROPRIATION OF \$425,000 FOR VARIOUS ROAD IMPROVEMENTS FOR AND BY THE BOROUGH OF SEA BRIGHT IN THE COUNTY OF MONMOUTH, NEW JERSEY AND, AUTHORIZING THE ISSUANCE OF \$67,400 BONDS OR NOTES OF THE BOROUGH FOR FINANCING PART OF THE APPROPRIATION.

Councilmember Birdsall offered a motion to open the public hearing on Ordinance No. 09-2022; seconded by Councilmember Booker:

Roll Call:	Bieber,	Birdsall,	Booker,	Catalano,	Keeler,	Lamia
	Yes	Yes	Yes	Absent	Yes	Absent

Public Hearing (Ord. No. 09-2022)

No one wished to be heard.

Councilmember Booker offered a motion to close the public hearing on Ordinance No. 09-2022; seconded by Councilmember Birdsall:

Roll Call:	Bieber,	Birdsall,	Booker,	Catalano,	Keeler,	Lamia
	Yes	Yes	Yes	Absent	Yes	Absent

Councilmember Booker offered a motion to adopt Ordinance No. 09-2022 and advertise according to law; seconded by Councilmember Birdsall:

Roll Call:	Bieber,	Birdsall,	Booker,	Catalano,	Keeler,	Lamia
	Yes	Yes	Yes	Absent	Yes	Absent

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 members thereof affirmatively concurring) AS FOLLOWS:

SECTION 1:

The improvements described in Section 3 of this bond ordinance (the "Improvements") are hereby authorized to be undertaken by the Borough of Sea Bright, New Jersey (the "Borough") as general improvements. For the said Improvement there is hereby appropriated the amount of \$425,000, such sum includes the sum of \$232,600 expected to be received as a grant from the New Jersey Department of Transportation 2022 Municipal Aid Program and \$125,000 expected to be received as a grant from the New Jersey Department of Transportation 2021 Municipal Aid Program. No down payment is required by the Local

Bond Law of the State of New Jersey, constituting Chapter 2 of Title 40A of the New Jersey Statutes, as amended and supplemented (the "Local Bond Law") as the purpose authorized herein involve a project funded by a State grant from the New Jersey Department of Transportation as permitted under N.J.S.A. 40A:2-11c.

SECTION 2:

In order to finance the cost of the Improvements, negotiable bonds of the Borough are hereby authorized to be issued in the principal amount of \$67,400 pursuant to the provisions of the Local Bond Law (the "Bonds"). In anticipation of the issuance of the Bonds and to temporarily finance said improvements or purposes, negotiable bond anticipation notes of the Borough are hereby authorized to be issued in the principal amount not exceeding \$67,400 pursuant to the provisions of the Local Bond Law (the "Bond Anticipation Notes" or "Notes").

SECTION 3:

(a) The Improvements authorized and the purpose for the financing of which said obligations are to be issued is for various road improvements, including the reconstruction of Imbrie Place, Osborne Place, Surf Street, Peninsula Avenue and New Street, and including curbing, drainage and other ancillary improvements, including all work and materials necessary therefor and incidental thereto, and as shown on and in accordance with the plans and specifications on file with the Borough Clerk.

(b) The estimated maximum amount of Bonds or Notes to be issued for the purpose of financing a portion of the cost of the Improvements is \$67,400.

(c) The estimated cost of the Improvements is \$425,000 which amount represents the initial appropriation made by the Borough.

SECTION 4:

All Bond Anticipation Notes issued hereunder shall mature at such times as may be determined by the chief financial officer of the Borough (the "Chief Financial Officer"); provided that no Note shall mature later than one year from its date. The Notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with Notes issued pursuant to this ordinance, and the signature of the Chief Financial Officer upon the Notes shall be conclusive evidence as to all such determinations. All Notes issued hereunder may be renewed from time to time subject to the provisions of Section 8(a) of the Local Bond Law. The Chief Financial Officer is hereby authorized to sell part or all of the Notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the Borough Council of the Borough at the meeting next succeeding the date when any sale or delivery of the Notes pursuant to this ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the Notes sold, the price obtained and the name of the purchaser.

SECTION 5:

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 resolution 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, Division of Local Government Services, Department of Community Affairs, State of New Jersey is on file with the Borough Clerk and is available for public inspection.

SECTION 6:

The following additional matters are hereby determined, declared, recited and stated:

(a) The Improvements described in Section 3 of this bond ordinance are not current expenses, and are capital improvements or properties that the Borough may lawfully make or acquire as general improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The period of usefulness of the Improvements, within the limitations of the Local Bond Law, and according to the reasonable life thereof computed from the date of the Bonds authorized by this bond ordinance, is 20 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Borough Clerk and a complete executed duplicate thereof has been filed in the office of the Director, Division of Local Government Services, Department of Community Affairs, State of New Jersey. Such statement shows that the gross debt of the Borough, as defined in the Local Bond Law, is increased by the authorization of the Bonds and Notes provided in this bond ordinance by \$67,400 and the obligations authorized herein will be within all debt limitations prescribed by the Local Bond Law.

(d) An aggregate amount not exceeding \$70,000 for items of expense listed in and permitted under Section 20 of the Local Bond Law is included in the estimated cost of the Improvements, as indicated herein.

SECTION 7:

Any funds received from time to time by the Borough as contributions in aid of financing the purposes described in Section 3 of this Ordinance shall be used for financing said Improvements by application thereof either to direct payment of the cost of said Improvements or to the payment or reduction of the authorization of the obligations of the Borough authorized therefor by this Bond Ordinance. Any such funds received may, and all such funds so received which are not required for direct payment of the cost of said Improvements shall, be held and applied by the Borough as funds applicable only to the payment of obligations of the Borough authorized by this Bond Ordinance.

SECTION 8:

The full faith and credit of the Borough are hereby pledged to the punctual payment of the principal of and interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Borough, and the Borough shall be obligated to levy ad valorem taxes upon all the taxable property within the Borough for the payment of the obligations and the interest thereon without limitation of rate or amount.

SECTION 9:

The Chief Financial Officer of the Borough is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Borough and to execute such disclosure document on behalf of the Borough. The Chief Financial Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Borough pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the Borough and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Borough fails to comply with its undertaking, the Borough shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

SECTION 10:

This Bond Ordinance 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 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 \$67,400.

SECTION 11:

This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

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

ORDINANCE NO. 10-2022

AN ORDINANCE OF THE BOROUGH OF SEA BRIGHT AMENDING AND SUPPLEMENTING THE CODE OF THE BOROUGH OF SEA BRIGHT TO ADD CHAPTER 164 "RESIDENTIAL PROPERTY, SHORT TERM RENTAL REGISTRATION," PERTAINING TO THE REGULATION OF SHORT-TERM RENTAL UNITS WITHIN THE BOROUGH

Councilmember Bieber offered a motion to open the public hearing on Ordinance No. 10-2022; seconded by Councilmember Booker:

Roll Call: Bieber, Birdsall, Booker, Catalano, Keeler, Lamia
Yes Yes Yes Absent Yes Absent

Public Hearing (Ord. No. 10-2022)

No one wished to be heard.

Councilmember Bieber offered a motion to close the public hearing on Ordinance No. 10-2022; seconded by Councilmember Booker:

Roll Call: Bieber, Birdsall, Booker, Catalano, Keeler, Lamia
Yes Yes Yes Absent Yes Absent

Councilmember Bieber offered a motion to adopt Ordinance No. 10-2022, as amended at introduction, and advertise according to law; seconded by Councilmember Booker:

Roll Call: Bieber, Birdsell, Booker, Catalano, Keeler, Lamia
Yes Yes Yes Absent Yes Absent

WHEREAS, the Borough Council finds that many owners of residential dwelling units in the Borough engage in the lease or rental of such dwelling units both for long and short-term rental use; and

WHEREAS, the Borough Council further finds that in order to ensure the public health, safety and welfare it is important in cases of emergency, disturbance, law enforcement and regulatory activities for the Borough to have a record enabling the owner or managing agent of any such residential dwelling unit to be contacted at any time; and

WHEREAS, the Borough Council hereby determines that it would be in the best interests of the Borough of Sea Bright and its residents to prohibit any owner of a residential dwelling unit to rent, lease or otherwise permit the occupancy of the unit by non-owners without first having registered the residential dwelling as a short term rental unit with the Borough;

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

SECTION ONE. The Code of the Borough of Sea Bright, Part II, "General Legislation", be and is hereby amended and supplemented to add thereto Chapter 164, "Residential Property-Short Term Rental Registration", to read, in full, as follows:

"CHAPTER 164 RESIDENTIAL PROPERTY-SHORT TERM RENTAL REGISTRATION"

§ 164-1 Purpose and Scope.

This section aims to regulate the increasingly widespread practice of renting or leasing various types of dwellings, or segments thereof, located primarily in residential neighborhoods, on a short-term basis to transient guests. This practice has been popularized and facilitated by various websites that advertise and broker these rentals. Left unregulated, this practice could adversely affect the health, safety, and general welfare of the citizens of the Borough. This section seeks to balance the rights of the owners of residential dwelling units and the needs of the community at large.

This section does not apply to lawfully established and operating hotels, motels, rooming houses, boardinghouses, and bed-and-breakfast establishments.

§ 164-2 Definitions.

As used in this Chapter the following terms shall have the meanings indicated below:

OWNER

Shall mean an individual or entity holding title to a property proposed for short-term rental, by way of a legally recorded Deed.

OWNER-OCCUPIED

Shall mean the owner of the property resides in the short term rental property (also referenced as "STRP"), or in the principal residential unit with which the STRP is associated on the same lot, and identifies same as his or her principal residence as that term is defined in this Section 164.

PRINCIPAL RESIDENCE

Shall mean the address: (1) where at least one of the property owners spends the majority of his or her non-working time, and (2) which is identified on his or her driver's license or State Identification Card as being his or her legal address. All the above requirements must be met in order for an address to constitute being a principal residence for purposes of this Section 164.

PROPERTY

Shall mean a parcel of real property located within the boundaries of the Borough of Sea Bright.

RESPONSIBLE PARTY

Shall mean both the short-term rental property owner and a person (or property manager) designated by the owner to be called upon and be responsible at all times during the period of a short-term rental and to answer for the maintenance of the property, or the conduct and acts of occupants of the short-term rental property, and, in the case of the property manager, to accept service of legal process on behalf of the owner of the short-term rental property.

SHORT-TERM RENTAL (ALSO REFERENCED AS “STR”)

Shall mean the use of a dwelling unit as defined in Section 130-5 of the Code of the Borough of Sea Bright for occupancy by someone other than the unit’s owner or permanent resident for a period of ninety (90) days or less consecutive days. Short Term Rental properties are required to have a minimum stay period of seven (7) consecutive days. Any advertisement or rental of Short Term Rental Properties must include and invoke this minimum stay requirement.

SHORT-TERM RENTAL PROPERTY (ALSO REFERENCED AS “STRP”)

Shall mean a dwelling unit as defined in Section 130-5 of the Code of the Borough of Sea Bright, that is used and/or advertised for rent as a short-term rental by transient occupants as guests, as those terms are defined in this Section 164. Dwelling units rented to the same occupant for more than ninety (90) continuous days, licensed Bed and Breakfast establishments, licensed rooming or boarding houses, hotels, and motels shall not be considered a Short-Term Rental Property.

TRANSIENT OCCUPANT

Shall mean any person or a guest or invitee of such person, who, in exchange for compensation, occupies or is in actual or apparent control or possession of residential property, which is either: (1) registered as a short-term rental property, or (2) satisfies the definition of a short-term rental property, as such term is defined in this Section 164. It shall be a rebuttable presumption that any person who holds themselves out as being an occupant or guest of an occupant of the short-term rental is a transient occupant.

TRANSIENT SPACE MARKETPLACE

Shall mean a marketplace or travel agency through which a person may offer STRs to customers and through which customers may arrange for occupancies of STRs.

The definition of a transient space marketplace does not include a marketplace or travel agency that exclusively offers transient accommodations in New Jersey owned by the owner of the marketplace or travel agency. “Obtained through a transient space marketplace” means that payment for the accommodation is made through a means provided by the marketplace or travel agency, either directly or indirectly, regardless of which person or entity receives the payment, and where the contracting for the accommodation is made through the marketplace or travel agency.

§ 164-3 Regulations Pertaining to Short-Term Rentals.

- a. It shall be unlawful for the owner of any property within the Borough, to rent or operate a short-term rental contrary to the procedures and regulations established in this Section 164 or applicable State statute.
- b. Short-term rentals shall be permitted to be conducted in the following classifications of property in the Borough of Sea Bright:
 1. Condominium units, where the Condominium Association By-Laws and Master Deed do not prohibit a short-term rental;
 2. Single-family residences;
 3. One unit within a two-family residential dwelling, where the other unit is occupied by the owner and identified by the owner as his or her principal residence;
 4. Not more than two units in any multi-family residential dwelling, where one other unit in the same dwelling is occupied by the owner and identified by the owner as his or her principal residence.
- c. Notwithstanding the provisions of paragraph b above, short-term rentals shall not be permitted in:
 1. Condominiums or townhomes, where the Condominium Association By-Laws or Master Deed, or Condominium Rules and Regulations, do not permit such short-term rental of condominium units in the development;
 2. A room within a single-family, two-family or multi-family residential dwelling unit, where the room shares common kitchen and bathroom facilities with the occupant(s) of the dwelling unit in which it is located, which occupant(s) is neither the owner of the dwelling unit nor identifies the remainder of the dwelling unit in the single-family, two-family or multi-family residence as his or her principal residence.
- d. The provisions of this Section 164 shall apply to short-term rentals as defined in subsection 164.2 above. The following do not qualify as a STRP, as that term is used herein, and are not required to obtain a short-term rental permit pursuant to this Section 164: any hotel, motel, studio hotel, rooming house, dormitory, public or private club, bed and breakfast inn, convalescent home, rest home, home for aged people, foster home, halfway house, transitional housing facility, or other similar facility operated for the care, treatment, or reintegration into society of human beings; any housing owned or controlled by an educational institution and used exclusively to house students, faculty or other employees with or without their families; any housing operated or used exclusively for religious, charitable or educational purposes; or any housing owned by a governmental agency and used to house its employees or for governmental purposes.

§ 164-4 Short-Term Rental Permit, Permit Registration Fee/Application, and Certificate of Occupancy.

a. In addition to any land use requirement(s) set forth by the Zoning and Land Use Regulations of the Borough of Sea Bright, the owner of a short-term rental property shall obtain a short-term rental permit from the Borough of Sea Bright Municipal Clerk, before renting or advertising for rent any short-term rental.

b. No person or entity shall operate a STRP, or advertise a residential property for use as a STRP, without the owner of the property first having obtained a STR permit issued by the Borough of Sea Bright. The failure to obtain a valid STR permit prior to advertising the short-term rental property in any print, digital, or internet advertisement or web-based platform, and/or in the MLS or any real estate agent's property listing shall be a violation of this Chapter. No STR permit issued under this Chapter may be transferred or assigned or used by any person or entity, other than the owner to whom it is issued, or at any property location or dwelling unit other than the property for which it is issued.

c. An owner of property intended to serve as a short-term rental property, or any agent acting on behalf of the owner, shall submit to the Borough of Sea Bright Municipal Clerk, a short-term rental permit application provided by the Borough, along with an annual application/registration fee of \$500.

d. The short-term rental permit, if granted, shall be valid for a period of one year from the date of issuance.

e. The owner of a short-term rental property, or any agent acting on behalf of the owner, who intends to rent all of the property, or any permitted part thereof as a short-term rental, shall also make application to the Municipal Clerk, in conjunction with the short-term rental permit application, for the issuance of a rental Certificate of Occupancy for the short-term rental property, on such forms as required by that Department.

f. A short-term rental permit and rental Certificate of Occupancy shall be renewed on an annual basis, based upon the anniversary of the original permit issuance, by submitting to the Municipal Clerk, a short-term rental permit application and rental Certificate of Occupancy application and a registration fee as set forth in subsection 164-4.c.

g. The short-term rental permit shall expire automatically when the short-term rental property changes ownership, and a new initial application and registration fee will be required in the event that the new owner intends to use the property as a short-term rental property. A new application and registration fee shall also be required for any short-term rental that had its short term rental permit revoked or suspended.

§ 164-5 Application Process for Short-Term Rental Permit and Inspections.

a. Applicants for a short-term rental permit shall submit, on an annual basis, per Sections 164-4d and f, an application for a short-term rental permit to the Borough of Sea Bright. Such application shall include:

1. The name, address, telephone number and email address of the owner(s) of record of the dwelling unit for which a permit is sought. If such owner is not a natural person, the application must include and identify the names of all partners, officers and/or directors of any such entity, and the personal contact information, including address and telephone numbers for each of them;

2. The address of the unit to be used as a short-term rental;

3. The name, address, telephone number and email address of the short-term rental property responsible party, which shall constitute his or her 7 day a week, 24-hour a day contact information;

4. The owner's acknowledgement that he or she has received a copy of this Chapter, has reviewed it, understands its requirements and certifies as to the accuracy of all information provided in the permit application;

5. The number and location of all parking spaces available to the premises, which shall include the number of legal off-street parking spaces and on-street parking spaces directly adjacent to the premises. The owner shall certify that every effort will be made to avoid and/or mitigate issues with on-street parking in the neighborhood in which the short-term rental is located, resulting from excessive vehicles generated by the short-term rental of the property, in order to avoid a shortage of parking for residents in the surrounding neighborhood;

6. The owner's agreement that all renters of the short-term rental property shall be limited to one (1) vehicle per four (4) occupants in the short-term rental property;

7. The owner's agreement to use his or her best efforts to assure that use of the premises by all transient occupants will not disrupt the neighborhood, and will not interfere with the rights of neighboring property owners to the quiet enjoyment of their properties; and

8. Any other information required to be provided to the Borough in connection with an application for a rental certificate of occupancy. The Borough Administrator or his or her designee shall have the authority to obtain additional information from the STRP owner/applicant or amend the permit application to require additional information, as necessary, to achieve the objectives of this section.

b. Every application for a short-term rental permit shall be subject to inspections every three months for the STRP's compliance with the State's or Borough's fire safety regulations and the Borough's property maintenance code. In addition, each application is subject to review to verify the STRP's eligibility for use as a short-term rental and compliance with the regulations in this Chapter.

c. For a condominium short-term rental permit application, a letter of approval by the condominium association must be submitted with the application.

d. A Zoning Compliance Certificate, which states that the premises are not being occupied or used in violation of the Zoning and Land Use Regulations of the Borough, shall be required.

e. Confirmation that there have been no prior revocations or suspensions of this or a similar license, in which event a license shall not be issued, which denial may be appealed as provided hereinafter.

f. Attached to and concurrent with submission of the permit application described in this Chapter, the owner shall provide:

1. Proof of the owner's current ownership of the short-term rental unit;

2. Proof of general liability insurance in a minimum amount of no less than \$500,000 for combined property damage and bodily injury to or death of one or more persons in any one accident or occurrence, except in the case of the owner of a multifamily home which is four or fewer units, one of which is owner occupied, then coverage must be maintained for the foregoing in an amount no less than \$300,000, or such minimum amounts which may be set by State law; and

3. Written certification from the responsible party that they agree to perform all of the respective duties specified in this Chapter.

g. The STRP owner/permit holder shall publish the short-term rental permit number issued by the Borough in every print, digital, or internet advertisement, and/or in the Multiple Listing Service (hereinafter "MLS") or other real estate listing of a real estate agent licensed by the NJ State Real Estate Commission, in which the short-term rental property is advertised for rent on a short term basis.

h. Each and every time there is a change of occupancy by transient occupants during the year when the permit is active, the STRP owner, their agent, or the responsible party must provide the Borough with information as to the identity of all transient occupants who will be occupying the STRP, on a form to be made available by the Municipal Clerk or in electronic format on the Borough website. The intent is that the Borough shall have basic identifying information of all occupants of the STRP at all times, just as required by the Borough in conjunction with any standard rental Certificate of Occupancy application, which information shall include the occupant's or occupants' names and ages, and the dates of the commencement and expiration of the term of each short-term rental period of the respective occupant(s).

i. In no event shall a short-term rental property be rented to anyone younger than eighteen (18) years of age. The primary occupant of all short-term rentals executing the agreement between the owner and the occupant must be over the age of eighteen (18), and must be the party who will actually occupy the property during the term of the short-term rental. The primary occupant may have guests under the age of eighteen (18) who will share and occupy the property with them. Both the primary occupant executing the short-term rental agreement and the STRP owner shall be responsible for compliance with this provision, and shall both be liable for a violation, where the property is not occupied by at least one adult over the age of eighteen (18), during the term of the short term rental;

§ 164-6 Issuance of Permit and Appeal Procedure.

a. Once an application is submitted, complete with all required information and documentation and fees, the Municipal Clerk, following any necessary investigation for compliance with this Chapter shall either issue the short-term rental permit and Certificate of Occupancy, or issue a written denial of the permit application (with the reasons for such denial being stated therein), within ten (10) business days.

b. If denied, the applicant shall have ten (10) business days to appeal in writing to the Borough Administrator, by filing the appeal with the Borough Administrator's Office.

c. Within thirty (30) days thereafter, the Borough Administrator or his or her designee shall hear and decide the appeal.

§ 164-7 Short-Term Rental Operational Requirements.

a. All short-term rentals must comply with all applicable rules, regulations and ordinances of the Borough of Sea Bright and all applicable rules, regulations and statutes of the State of New Jersey, including regulations governing such lodging uses, as applicable. The STRP owner shall ensure that the short-term rental is used in a manner that complies with all applicable laws, rules and regulations pertaining to the use and occupancy of a short term rental.

b. A dwelling unit shall be limited to a single short-term rental contract at a time.

c. The owner of a STRP shall not install any advertising or identifying mechanisms, such as signage, including lawn signage, identifying the property for rent as a short-term rental property.

d. Transient occupants of the STRP shall comply with all ordinances of the Borough of Sea Bright including, but not limited to those ordinances regulating noise and nuisance conduct. Failure of transient occupants to comply shall subject the transient occupants, the owner of the STRP and the responsible party listed in the short-term

rental permit application, to the issuance of fines and/or penalties, and the possibility of the revocation or suspension of the STRP permit.

- e. The owner of a STRP shall post the following information in a prominent location within the short term rental:
1. Owner name; if owner is an entity, the name of a principal in the entity, and phone number for the owner (individual);
 2. The name and phone number for the responsible party;
 3. The phone numbers for the Borough of Sea Bright Police Department, the Borough of Sea bright Fire Department, the Borough of Sea Bright Department of Code Enforcement and the Borough of Sea Bright Building Department;
 4. The maximum number of parking spaces available onsite;
 5. Trash and recycling pick-up day, and all applicable rules and regulations regarding trash disposal and recycling;
 6. A copy of this Ordinance No. 10-2022
 7. Notification that a guest, transient occupant, the responsible party or STRP owner may be cited or fined by the Borough of Sea Bright Police Department, Code Enforcement, or the Borough of Sea Bright Building Department, for violations of, and in accordance with any applicable ordinance(s) of the Borough of Sea Bright;
- f. In the event any complaints are received by the Sea Bright Police Department, Code Enforcement, or the Building Department regarding the short-term rental and/or the transient occupants in the STRP, and the owner of the STRP is unreachable or unresponsive, the responsible party listed in the short-term rental permit application shall have the responsibility to take any action required to properly resolve such complaints, and shall be authorized by the STRP owner to do so.
- g. While a STRP is rented, the owner, the responsible party shall be available twenty-four hours per day, seven days per week for the purpose of responding within two (2) hours to complaints regarding the condition of the STRP premises, maintenance of the STRP premises, operation of the STRP, or conduct of the guests at the STRP, or nuisance complaints from the Sea Bright Police Department or neighbors, arising by virtue of the short-term rental of the property.
- h. If the STRP is the subject of two (2) or more civil and/or criminal complaints which result in sustained violations of this Chapter, other provisions of the Borough Code or State law, the Borough Administrator or his designee may revoke the short-term rental permit issued for the property, in which case, the STRP may not be the subject of a new STRP permit application for one (1) year following the date of revocation of the permit.
- i. Failure to make application for, or to obtain the issuance of, a short-term rental permit prior to advertising the STRP in print publications or newspapers, on any internet-based booking platforms, or online, and/or in the MLS or other real estate listing of a real estate agent licensed by the NJ State Real Estate Commission, shall be equivalent to operation of the STRP without a permit, and shall constitute a violation of this Code, and will result in enforcement action and the issuance of a Summons, and shall subject the STRP owner and the responsible party to issuance of fines and/or penalties.
- j. The person offering a dwelling unit for short-term rental use must be the owner of the dwelling unit. A tenant of a property may not apply for a short-term rental permit, nor shall the property or any portion thereof be sub-leased by the tenant on a short-term basis, or operated as a STRP by the tenant. This STRP regulation shall supersede any conflicting provision in a private lease agreement permitting sub-leasing of the property, or any portion of the property. Violation of this Section 164 will result in enforcement action against the tenant, the STRP owner, and the responsible party, and will subject all such parties to the issuance of a Summons and levying of fines and/or penalties.
- k. In the event that the Borough finds three (3) occurrences where the number of vehicles belonging to the transient occupants of a STRP exceeds the number allowed pursuant to Section 164-5a6, the short-term rental permit for the property is subject to revocation by the Borough Administrator or his designee.
- l. The STRP owner must be current with all tax and sewer charges assessed to the property prior to the issuance of a short-term rental permit. In the event that any code violations have been issued by the Borough relating to the STRP, a short-term rental permit shall not be issued until such time as such violations have been properly abated. The STRP owner must also close any open construction permits for the property prior to the issuance of a short-term rental permit.
- m. All fines or penalties issued by the Municipal Court for the Borough of Sea Bright for any past code violations relating to the STRP, including penalties for failure to appear in Court, must be satisfied in full prior to the issuance of a short-term rental permit.

§ 164-8 Violations and Penalties.

A violation of any provision of this Chapter may subject the STRP owner, transient occupant(s), and the responsible party or their agents to fines assessed by the Court. Penalties for non-compliances with the requirements set forth in the ordinance shall be as follows:

First Offense:	Warning Issued
Second Offense:	\$100 - \$500 Fine
Third or more Offense:	\$500 - \$2000 per Violation and potential revocation of STR permit

§ 164-9 Short Term Rental Municipal Tax.

a. Pursuant to New Jersey Statutes 40:48F-1 et. seq., all STRs which are obtained through a transient space marketplace, and/or all STRs which do not share any living or sleeping space with any other rental unit, and are directly or indirectly owned or controlled by a person offering for rent two or more other units during the calendar year, are subject to a three (3)% short term rental municipal tax (Tax) on all charges of rent.

This Tax shall not apply to STRs where no maid service, room service, linen-changing service, or other common hotel services are made available by the lessor, and the rental transaction is executed by a real estate broker licensed by the New Jersey Real Estate Commission, and where the keys to the property, whether a physical key, access to a keyless locking mechanism, or other means of physical entrance to the property, are provided to the lessee at the offsite location of the licensed real estate broker.

b. Any unpaid taxes under this Section shall be subject to interest at a rate of five (5) % per annum.

c. The Tax stated herein shall be paid by the lessees of the STR.

d. No vendor of a Transient Space Marketplace shall assume or absorb the tax created in this Section.

e. No vendor of a Transient Space Marketplace shall in any manner advertise or hold out to any person or to public in general, in any manner, directly or indirectly, that the tax will be assumed by the vendor, that the tax will not be separately charged and stated to the customer, or that the tax will be refunded to the customer.

f. Each assumption or absorption by a vendor of the tax created in this Section shall be deemed a separate offense and each representation or advertisement by a vendor for each day the representation or advertisement continues to be deemed a separate offense.

g. All violations in regard to the provisions of this Section as to the Tax shall be subject to the penalties stated in Section 164-7.

h. The Tax created by this Section shall be collected on behalf of the Borough by the person collecting the rent from the STR customer.

i. The individual required to collect the Tax per subparagraph h shall be personally liable for the Tax imposed, collected or required to be collected hereunder.

j. Notwithstanding any other provision, Transient Space Marketplaces are required to collect and pay the Tax for transactions obtained through the transient space marketplace in accordance with State Statute.

SECTION TWO. This Ordinance shall be transmitted to the State Treasurer, together with a list of the names and addresses of all STRs located in the Borough.

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

SECTION FOUR. Should any section, paragraph, clause or other portion of this Ordinance be adjudged by a Court of competent jurisdiction to be invalid, such judgment shall not affect or impair the remainder of this Ordinance.

SECTION FIVE. This Ordinance shall take effect after its passage and publication according to law or January 1, 2023, whichever is later except the Tax provisions of Section 164-9 shall take effect on the first day of the first full month occurring 90 days after the transmittal to the State Treasurer.

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

ORDINANCE NO. 11-2022

AN ORDINANCE OF THE BOROUGH OF SEA BRIGHT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY, AMENDING AND SUPPLEMENTING THE CODE OF THE BOROUGH OF SEA BRIGHT, PART II, GENERAL LEGISLATION, TO ADD THERETO A NEW CHAPTER 74, ENTITLED "BUSINESS INSURANCE REGISTRATION."

Councilmember Birdsall offered a motion to open the public hearing on Ordinance No. 11-2022; seconded by Councilmember Keeler:

Roll Call: Bieber, Birdsall, Booker, Catalano, Keeler, Lamia
Yes Yes Yes Absent Yes Absent

Public Hearing (Ord. No. 11-2022)**No one wished to be heard.**

Councilmember Keeler offered a motion to close the public hearing on Ordinance No. 11-2022; seconded by Councilmember Birdsall:

Roll Call: Bieber, Birdsall, Booker, Catalano, Keeler, Lamia
 Yes Yes Yes Absent Yes Absent

Councilmember Birdsall offered a motion to adopt Ordinance No. 11-2022 and advertise according to law; seconded by Councilmember Keeler:

Roll Call: Bieber, Birdsall, Booker, Catalano, Keeler, Lamia
 Yes Yes Yes Absent Yes Absent

WHEREAS, P.L. 2022, c. 92 recently enacted by the New Jersey Legislature and signed by the Governor into law requires the owners of certain businesses and rental units to maintain certain minimum liability insurance coverages; and

WHEREAS, the aforesaid statute requires such owners to annually file with the municipality in which the business is located certificates of insurance evidencing the required coverages;

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

SECTION 1. The Code of the Borough of Sea Bright be and the same is hereby amended and supplemented by the addition thereto of a new Chapter to read, in full, as follows:

“CHAPTER 74

BUSINESS INSURANCE REGISTRATION

§74-1 Intent.

It is the intention of this Chapter to comply with the requirements imposed upon the Borough by P.L. 2022, c. 92, which provides for the annual registration of certificates of insurance by business owners and the owners of rental units located in the Borough.

§74-2 Insurance Requirements.

A. As required by the aforesaid statute and except as provided in subsection B. of this section, the owner of a business or the owner of a rental unit or units shall maintain liability insurance for negligent acts and omissions in an amount of not less than \$500,000 for combined property damage and bodily injury to or death of one or more persons in any one accident or occurrence.

B. The owner of a multifamily home which contains four or fewer units, one of which is owner-occupied, shall maintain liability insurance for negligent acts and omissions in an amount of not less than \$300,000 for combined property damage and bodily injury to or death of one or more persons in any one accident or occurrence.

§74-3 Registration Requirements.

A. The owner of a business, the owner of a rental unit or units, and the owner of a multi-family home of four or fewer units, one of which is owner occupied, shall annually file a copy of a certificate of insurance demonstrating compliance with P.L. 2022, c. 92 with the Borough Clerk.

B. The copy of the certificate of insurance shall be filed with the Borough Clerk no later than thirty (30) days after the issuance or renewal of the policy or policies of insurance required to be maintained by said owner.

C. Upon filing of an insurance certificate, the Borough Clerk shall issue a certificate of registration to the owner stating the amount of coverage and the policy period of the insurance policy or policies evidenced by the certificate of insurance.

SECTION 2. All Ordinances or parts thereof inconsistent with the provisions of this Ordinance be and the same are hereby repealed to the extent of such inconsistencies.

SECTION 3. Should any section, paragraph, clause of any other portion of this Ordinance be adjudged by a Court of competent jurisdiction to be invalid, such judgment shall not effect or impair the remainder of this Ordinance.

SECTION 4. This Ordinance shall take effect upon its passage and publication according to law.

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

ORDINANCE NO. 12-2022
AN ORDINANCE OF THE BOROUGH OF SEA BRIGHT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY, ESTABLISHING PROCEDURES AND STANDARDS REGARDING DEPLOYMENT OF SMALL WIRELESS FACILITIES IN PUBLIC RIGHTS-OF-WAY IN THE BOROUGH OF SEA BRIGHT

Councilmember Birdsall offered a motion to open the public hearing on Ordinance No. 12-2022; seconded by Councilmember Booker:

Roll Call: Bieber, Birdsall, Booker, Catalano, Keeler, Lamia
Yes Yes Yes Absent Yes Absent

Public Hearing (Ord. No. 12-2022)
No one wished to be heard.

Councilmember Birdsall offered a motion to close the public hearing on Ordinance No. 12-2022; seconded by Councilmember Booker:

Roll Call: Bieber, Birdsall, Booker, Catalano, Keeler, Lamia
Yes Yes Yes Absent Yes Absent

Councilmember Booker offered a motion to adopt Ordinance No. 12-2022 and advertise according to law; seconded by Councilmember Birdsall:

Roll Call: Bieber, Birdsall, Booker, Catalano, Keeler, Lamia
Yes Yes Yes Absent Yes Absent

WHEREAS, the wireless telecommunications industry has expressed interest in submitting applications to utilize space in public rights-of-way within the BOROUGH OF SEA BRIGHT (“Sea Bright” or “the Borough”) for the installation of small cell wireless telecommunications facilities (hereinafter “Small Wireless Facilities”) in connection with the industry’s efforts to expand and/or upgrade existing 4G services and as part of the construction of a nation-wide 5G network; and

WHEREAS, the BOROUGH OF SEA BRIGHT encourages wireless infrastructure investment and wishes to provide a fair and predictable process for the deployment of Small Wireless Facilities while preserving the BOROUGH’S ability to manage public rights-of-way in the overall interests of the public health, safety and welfare; and

WHEREAS, the BOROUGH recognizes that as usage of wireless technologies continues to rapidly increase, Small Wireless Facilities will be critical to delivering wireless access to advanced technologies, broadband services and 911 services to residences, businesses, schools and individuals within the BOROUGH; and

WHEREAS, the BOROUGH recognizes that Small Wireless Facilities often are most effectively deployed in public rights-of-way; and

WHEREAS, multiple installations of Small Wireless Facilities within the public right-of- way can impact property values, create traffic and pedestrian safety hazards, impact shade trees where proximity conflicts may require trimming of branches or require removal of roots and create visual and aesthetic blights all of which can negatively impact the quality and character of life within the BOROUGH; and

WHEREAS, the BOROUGH wishes to preserve the aesthetics of the community by encouraging the location of 5G equipment on existing or previously approved infrastructure; and

WHEREAS, A September 2018 Ruling and Order of the Federal Communications Commission (“FCC”) provides that all local jurisdictions must comply with various restrictions on the exercise of local aesthetic, zoning, public works and fees when dealing with Small Wireless Facility installation siting applications by the

effective date of the Order which was January 14, 2019. The FCC Order further provided that all local agencies should be capable of fully implementing its provisions within 180 days of its adoption which was on September 26, 2018. The Order also includes modifications to "shot clocks" which require local governments to approve or deny applications within certain expedited periods of time; and

WHEREAS, the BOROUGH needs to amend its ordinances to address the legal and practical issues that arise in connection with multiple Small Wireless Facility installations deployed in the public rights-of-way; and

WHEREAS, in light of the foregoing, this governing body is of the opinion that the adoption of this Ordinance and its immediate implementation are in the best interest of the BOROUGH and the health, safety and welfare of its residents and visitors.

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

Section One. Definitions.

- A. All definitions of words, terms and phrases that are set forth in the Communications Act of 1934, P.L. 73-416, as amended by various statutory enactments including, but not limited to, the Telecommunications Act of 1996 P.L. 104-104, are incorporated herein and are made apart hereof.
- B. All definitions of the words, terms and phrases that are set forth in the portion of the Middle-Class Tax Relief and Job Creation Act of 2012, P.L. 112-96, as codified in 47 USC §455, are incorporated herein and are made a part hereof.
- C. All definitions of words, terms and phrases that are set forth in the New Jersey Municipal Land Use Law, N.J.S.A. 40:55D-1, *et. seq.*, are incorporated herein and are made apart hereof.
- D. All of the definitions of words, terms and phrases that are set forth in the Code of Federal Regulations at 47 C.F.R. §1.6002, as amended, are incorporated herein and are made a part hereof.
- E. In addition to the foregoing, the following words, terms and phrases shall have the meanings indicated unless an alternate meaning clearly is discernable from the context in which the word, term or phrase is used:

Personal Wireless Services

"Personal Wireless Services," as defined in 47 U.S.C. §332(c)(7)(C), as supplemented and/or as amended to mean commercial mobile services, unlicensed wireless services, and common carrier wireless exchange access services.

Public Right-of-Way

The surface, the airspace above the surface and the area below the surface of any street, road, highway, lane, alley, boulevard or drive, including the sidewalk, shoulder and area for utilities owned by the BOROUGH of SEA BRIGHT within an easement to the public or other easement owned by the BOROUGH OF SEA BRIGHT

Small Wireless Facility

"Small Wireless Facility," as defined in the Code of Federal Regulations at 47 C.F.R § 1.6002(1), as supplemented and/or as amended.

Smart Pole

A decorative utility pole that conceals, disguises or camouflages one or more Small Wireless Facility installation(s) and may include other features such as street lighting, 911 call service access, public access Wi-Fi and surveillance cameras. A Smart Pole must allow for multiple occupants and allow space for municipal use for other services and/or equipment. Smart Poles shall neither have external latches, external hinges, nor external cabling. The pole should be made of an inherently rust-resistant material (i.e. aluminum alloys or stainless steel).

Utility Pole

A wooden or metal pole that is used by public utilities to support electrical wires, telephone wires, coaxial cables, fiber optic cables and like and similar appurtenances.

- F. In the event that a term, word or phrase is not defined in any of the aforementioned statutes and is not otherwise defined herein then that term, word or phrase shall have its common, ordinary meaning.

Section Two. Small Wireless Facility Siting Permit Required; Consent to Use Rights-of-Way Required.

- A. No person shall place a Small Wireless Facility in any right-of-way without first filing a Small Wireless Facility siting permit application, in the form specified herein and in accordance with the procedures specified herein, with the BOROUGH Clerk and obtaining a siting permit therefore, except as otherwise may be provided in this ordinance. Upon approval of a siting permit application, the siting permit authorizing placement of a Small Wireless Facility in a public right-of-way shall not be issued by the BOROUGH Clerk to any Applicant unless:
1. All siting permit application fees and escrow fees, as established herein, have been paid; and
 2. All other governmental permits or other governmental approvals that are required for the deployment(s) proposed by the Applicant's siting permit application under the New Jersey Uniform Construction Code Act, N.J.S.A. 52:27D-119, et. seq., and the administrative regulations adopted thereunder, Chapter 182, of the Code of the BOROUGH of SEA BRIGHT, and by any other applicable federal, state or municipal law have been issued by the appropriate issuing authority therefore to the Applicant and the Applicant has supplied copies of such other permits or approvals to the BOROUGH Clerk for inclusion with the Applicant's application documents; and
 3. The Applicant has entered into a "Right-of-Way Use Agreement," the approved form of which is set forth in Appendix "A" to this ordinance, with the BOROUGH. The approved form of "Right-of-Way Use Agreement" may from time-to-time be revised, supplemented or otherwise amended or replaced. All such revisions, supplements, amendments or replacements shall be approved by Resolution of the BOROUGH Council. The BOROUGH Clerk shall maintain on file the currently approved Right-of-Way Use Agreement version and shall provide a copy to all siting permit applicants. Minor deviations to the terms and conditions that are set forth in the approved form of Right-of-Way Use Agreement may be approved by BOROUGH Council at the time that it grants consent to use a right-of-way to a siting permit Applicant.
- B. No siting permit authorizing placement of a Small Wireless Facility in a public right-of-way shall be issued to any Applicant unless BOROUGH Council, in the manner prescribed by applicable laws of the State of New Jersey, has granted to the siting permit Applicant its consent to use public rights-of-way within the BOROUGH. No siting of a Small Wireless Facility shall be permitted within nine-hundred (900) feet of another Small Wireless Facility unless it can be established by clear and convincing evidence that co-location on an existing or previously approved Small Wireless Facility is not feasible. Any claims of carriers of technical incompatibility or inability to collocate need to be proven by the carrier, not disproven by the municipality. Responsibility for judging proof of said claims lies solely with the municipality and/or its chosen representative(s).

Section Three. Installation of New Structures; Installation on Existing Structures.

- A. No application for a Small Wireless Facility siting permit shall be approved if the application proposes the deployment of a Small Wireless Facility upon an existing structure in a right-of-way unless the structure is one of the types of Smart Poles that are set forth in Section One: Definitions to this ordinance and such Smart Pole specifically is designed to accommodate the reasonable and customary equipment necessary for a Small Wireless Facility installation which will accommodate at least three carriers per Small Wireless Facility deployment.
- B. No Small Wireless Facility shall be installed upon any new structure within any right-of-way unless the new structure is one of the pre-approved types of Smart Poles that are identified in Section One: Definitions to this ordinance. A replacement pole is a new structure.
- C. No application for a Small Wireless Facility siting permit shall be approved if the application proposes the deployment of a Small Wireless Facility in an area other than those specific locations set forth within the BOROUGH'S Wireless Siting Plan, which can be found on file with the Office of the BOROUGH Clerk. All Small Wireless Facilities must be placed within a 25 ft. radius of those specific locations set forth on the City's Wireless Siting Plan. No more than one (1) Smart Pole shall be permitted per intersection or block if the Siting Plan calls for the deployment of a Small Wireless Facility at any location other than an intersection, unless otherwise specified within the Wireless Siting Plan. No Smart Poles shall be located within 900 ft. of another.

Section Four. Siting Permit Application Process.

- A. Application Filing. An application for a siting permit to place one or more Small Wireless Facility within a right-of-way shall be made on forms which shall be available from the Office of the BOROUGH Clerk. The application, along with the required application fee and the required escrow fee, shall be filed with the BOROUGH Clerk. Immediately upon receipt of an application, the BOROUGH Clerk shall provide copies of the application and all supporting documents that were submitted by the Applicant with the application, to the BOROUGH Engineer, the Construction Official and the BOROUGH Attorneys.
- B. Application Form. The Small Wireless Facility siting permit application shall be made by a provider of personal wireless services, or its duly authorized representative as noted in a notarized statement from the provider of personal wireless services on whose behalf the representative is acting, and shall contain the following:
1. The Applicant's name, address, telephone number and e-mail address;
 2. The names, addresses, telephone numbers, and e-mail addresses of all consultants, if any, acting on behalf of the Applicant with respect to the filing of the Application;
 3. A general description of the proposed Small Wireless Facility, existing structure and new structure work to be performed. The scope and detail of such description shall be appropriate to the nature and character of the work to be performed, with particular emphasis on those matters, including, but not limited to, subservice utilities likely to be affected or impacted by the work proposed along with a description of such other governmental permits or approvals as may be required by applicable law with respect to the proposed installation(s) and a description of such other permits or approvals for which the Applicant has applied;
 4. Prior to further review by the Borough Council a pole location map must be submitted to the Borough Administrator and the Borough Engineer for review of locations, number of poles and service area covered by the poles.
 5. Authorization for any consultant acting on behalf of the Applicant to speak with the BOROUGH, or a designee of the BOROUGH, on the area of consultation for the Applicant even if the Applicant cannot be available;
 6. Verification from an appropriate professional that the Small Wireless Facility shall comply with all applicable federal, state and local laws, administrative regulations and codes;
 7. The Applicant shall certify that they shall market the availability of approved facilities to all major wireless carriers in the marketplace. The Applicant shall further certify that they will encourage, manage and coordinate the location and placement of any interested carrier's equipment on their structure.
 8. The Applicant shall certify that the poles are tall enough for three (3) carriers to utilize the same pole.
 9. The Applicant shall certify that if the pole location is found to be in a high traffic and/or sensitive area as determined by the Borough, the Applicant will place a pole in another location, or, place the equipment underground.
 10. The Applicant shall certify that it will take down and remove from any pole or other structure any equipment or wires that are deactivated and no longer working.
 11. The Applicant shall certify that the location of all poles will be no closer than nine-hundred (900) feet apart. In the event that the Applicant wishes to place poles closer than 900 feet, the Applicant shall submit an explanation through a technical report why the Applicant's system could not function at nine-hundred (900) feet apart and why the Applicant needs the poles closer subject to review and approval by the BOROUGH OF SEA BRIGHT.
 12. The Applicant shall certify the location and number of vaults needed for their poles in the BOROUGH OF SEA BRIGHT.
 13. The Applicant shall procure any and all necessary State and/or local permits required for placement of poles in the BOROUGH OF SEA BRIGHT.
- C. An Applicant seeking to deploy a network of Small Wireless Facilities, all of which are to be located in rights-of-way, may file a batched application for up to twenty-five (25) Small Wireless Facilities and receive a single siting permit for multiple Small Wireless Facilities.

Section Five. Procedure on Permit Application; No Exclusive Rights.

- A. The B O R O U G H shall review the application for a Small Wireless Facility siting permit in light of its conformity with the provisions of this Ordinance, and shall approve a siting permit on nondiscriminatory terms and conditions subject to the following requirements:
1. Within ten (10) days of receiving an Application, the B O R O U G H Clerk shall determine and notify the Applicant:
 - (a) Whether the Application is complete;
 - (b) If the Application is incomplete, what specific information is missing; and
 - (c) Whether the deployment of the Small Wireless Facilities as proposed requires the Applicant to apply for other permits, such as a street opening permit or construction permit, for which the Applicant has not yet applied. No Small Wireless Facility siting permit application shall be deemed complete until the Applicant has applied for all other permits and approvals required by all other laws and regulations that are applicable to the Applicant's proposed Small Wireless Facility deployment.
- B. The B O R O U G H shall make its final decision to approve or deny the Application within the following timeframes:
- (a) Sixty (60) days from the submission of a complete application to install a Small Wireless Facility upon one or more existing structures.
 - (b) Ninety (90) days from the submission of a complete application to install a Small Wireless Facility upon one or more new structures.
 - (c) Ninety (90) days from the submission of a complete batched application to install Small Wireless Facilities upon both existing and new structures.
- The timeframes described above by which an application shall be either approved or denied may be extended by mutual consent of the Applicant and B O R O U G H. Such consent shall be set forth on a form for such purposes which shall be available from the Office of the B O R O U G H Clerk. Such consent on behalf of the B O R O U G H shall be exercised by the Mayor in his/her reasonable discretion.
- C. The B O R O U G H Clerk shall notify the Applicant in writing of the final decision, and if the Application is denied Specify the basis for denial; and Cite such specific provisions, as may be recommended by the B O R O U G H Attorneys, from federal, state, or local laws, administrative regulations or codes as to why the Application was denied.
- D. Notwithstanding an initial denial, the Applicant may cure any deficiencies identified by the B O R O U G H within thirty (30) days of the denial without paying an additional application fee, provided the B O R O U G H Clerk shall approve or deny the revised application within thirty (30) days of receipt of the amended application which shall be limited to the deficiencies specified in the original notice of denial.
- E. If the B O R O U G H fails to act upon an application within the timeframes prescribed by this section, the Applicant may provide written notice to the B O R O U G H that the application review and decision period has lapsed. Upon receipt of such notice, B O R O U G H Council, by resolution adopted no later than its second regularly scheduled public meeting next following receipt of the notice, shall either deny the application or direct that the siting permit shall be approved and issued. Nothing in this paragraph is intended in any way to impact any other right or remedy that may be available to the Applicant under applicable federal or state law if the B O R O U G H fails to act upon an application within the timeframes prescribed by this section.
- F. A siting permit from the B O R O U G H authorizes an Applicant to undertake only certain activities in accordance with this ordinance. No approval or consent granted, or siting permit issued, pursuant to this ordinance shall confer any exclusive right, privilege, license or franchise to occupy or use any public right-of-way within the B O R O U G H OF SEA B R I G H T for the delivery of telecommunications services or for any other purpose.

Section Six. Duration.

No siting permit issued under this ordinance shall be valid for a period longer than twelve (24) months unless construction has actually begun and continuously and diligently is pursued to completion. Upon

written request from the Applicant, the Mayor, upon consultation with the Construction Official, may extend the siting permit for a period of up to twelve (12) months so long as construction has begun at the time that the Applicant's request for an extension is made.

Section Seven. Routine Maintenance and Replacement.

A Small Wireless Facility siting permit shall not be required for:

- A. Routine maintenance of a Small Wireless Facility.
- B. The replacement of a Small Wireless Facility with another Small Wireless Facility that is substantially similar or smaller in size, weight and height to the Small Wireless Facility that is being replaced.
- C. Provided, however, that on a location where the BOROUGH and/or another provider has placed equipment or facilities, any routine maintenance or replacement that is done shall not occur until written authorization from the BOROUGH and/or the other provider, as the case may be, to proceed is provided to the BOROUGH, which authorization to proceed shall not unreasonably be withheld by the BOROUGH and/or the other provider.
- D. Provided further that if the replacement of a Small Wireless Facility with another Small Wireless Facility includes replacement of the structure to which the Small Wireless Facility is attached then an application for a siting permit shall be required.

Section Eight. Application Fees.

- A. All applications for approval and issuance of a Small Wireless Facility siting permit pursuant to this ordinance shall be accompanied by a fee as follows:
 1. For applications that do not include the installation of any new structures within a right-of-way the application fee shall be \$500.00 for up to five (5) Small Wireless Facilities with an additional \$100.00 for each Small Wireless Facility beyond five (5).
 2. For applications that include the installation of a new structure within a right-of-way the application fee shall be \$1000.00 for up to five (5) Small Wireless Facilities with an additional \$100.00 for each Small Wireless Facility beyond five (5).

Section Nine. Escrow Fee for Third-Party Professionals and Consultants.

- A. In addition to the application fee, all applications for approval and issuance of a Small Wireless Facility siting permit shall be accompanied by an escrow fee as follows:
 1. For applications whose proposed Small Wireless Facility deployment(s) will not require a street opening permit pursuant to Chapter 182, of the Code of the BOROUGH OF SEA BRIGHT: \$5,000.00.
 2. For applications whose proposed Small Wireless Facility deployment(s) will require a street opening permit of the Code of the BOROUGH: \$7,500.00.
- B. The escrow account deposits are required to pay for the costs of professional services, including engineering, planning, legal and other third-party professional consulting expenses connected with the review of submitted materials, including any traffic engineering review or other special analyses related to the BOROUGH'S review of the materials submitted by the Applicant and the preparation of any reports or any necessary legal agreement regarding rights-of-way use. An Applicant is required to reimburse the BOROUGH for all fees, costs and expenses of third-party professionals and consultants incurred and paid by the BOROUGH for the review process of a Small Wireless Facility siting permit application, such as, but not limited to:
 1. Professional fees for reviews by third-party professionals or consultants of applications, plans and accompanying documents;
 2. Issuance of reports or analyses by third-party professionals or consultants to the BOROUGH setting forth recommendations resulting from the review of any documents submitted by the Applicant;
 3. Charges for any telephone conference(s) or meeting(s), including travel expenses, requested or initiated by the Applicant, the Applicant's attorney or any of the Applicant's experts or representatives;
 4. Review of additional documents submitted by the Applicant and issuance of reports or analyses relating thereto;

5. Review or preparation of right-of-way use agreements, easements, deeds, right-of-way municipal consent ordinances or resolutions and any and all other like or similar documents; and
 6. Preparation for and attendance at all meetings by third-party professionals or consultants serving the BOROUGH, such as the BOROUGH Attorney, BOROUGH Engineer and BOROUGH Planner or other experts as required.
- C. The escrow account deposits shall be placed in a separate account by the BOROUGH'S Chief Financial Officer at the request of the BOROUGH_Clerk and an accounting shall be kept of each Applicant's deposit. Thereafter:
1. All third-party professional or consultant fees, costs, expenses and charges shall be paid from the escrow account and charged to the applicant;
 2. Upon either final denial of a Small Wireless Facility siting permit application or upon issuance of a Small Wireless Facility siting permit, any moneys not expended for third-party professional or consulting services shall be returned to the Applicant within 90 days upon written request by the Applicant and as authorized by the BOROUGH Council;
 3. If at any time during the application review process 75% of the money originally posted shall have been expended, the Applicant shall be required to replenish the escrow deposit to 100% of the amount originally deposited by the Applicant;
 4. No Small Wireless Facility siting permit application shall be considered complete until such time as the required escrow fee has been posted to guarantee payment of third-party professional or consultant fees, costs, expenses and charges;
 5. All payments charged to the escrow deposit shall be pursuant to vouchers from the third-party professionals or consultants stating the hours spent, the hourly rate and the fees, costs, expenses and charges incurred;
 6. Third-party professionals and consultants submitting charges pursuant to this section shall be permitted to charge for such services at the same rates as they would charge their private clients for like or similar work provided that:
 - (a) Professional fees are billed at rates that do not exceed such professional fees as are customarily charged by other like professionals and consultants performing similar work within MONMOUTH COUNTY; and
 - (b) Out-of-pocket costs, expenses and charges are billed on a dollar-for-dollar basis with no mark-up being permitted;
 7. The BOROUGH shall render a written final accounting to the Applicant on the uses to which the escrow deposit was put. The written final accounting shall include copies of all vouchers that were submitted by third-party professionals and consultants and paid by the BOROUGH.

Section Ten. Municipal Access to New Structures.

An Applicant whose siting permit includes the installation of any new Smart Pole structure of any of the types that are defined in in Section One: Definitions to this ordinance shall provide the BOROUGH with access to any of the technological features that are a component the new Smart Pole structure such as, for example, public access Wi-Fi, 911 call service or security cameras, before the Applicant offers such access to any other person or entity. Should the BOROUGH decide to utilize any such technological features then the BOROUGH, on an annual basis, shall reimburse the Applicant or the subsequent owner of the structure, the costs, on a dollar-for-dollar basis, of providing the BOROUGH with such access. Such costs shall be limited to the costs of providing electricity to the components used by the BOROUGH and the costs of any repairs required to be made to the components used by the BOROUGH, unless the repair costs are necessitated by the acts of the Applicant or subsequent owner of the structure, without regard to whether such acts are negligent or intentional.

Section Eleven.

All Ordinances or parts of Ordinances inconsistent with this Ordinance, to the extent of such inconsistencies only, be and the same hereby are repealed.

Section Twelve.

This Ordinance shall take effective immediately upon final passage and publication as provided by law.

APPENDIX A

(Form of Approved Small Wireless Facility Right-of-Way Agreement)

SMALL WIRELESS FACILITY RIGHT-OF-WAY USE AGREEMENT

This Right-Of-Way Use Agreement ("Agreement") is made and entered into on , 20__ by and between the BOROUGH ("BOROUGH") a New Jersey Municipality, having its municipal offices at 1099 E OCEAN AVE, SEA BRIGHT, NEW JERSEY 07760 and APPLICANT (____) ("Licensee"), having a mailing address at (_____).

Throughout this Agreement BOROUGH and Licensee each may be referred to as a "Party" and collectively may be referred to as the "Parties."

WITNESSETH

WHEREAS, the BOROUGH OF SEA BRIGHT is a municipality duly formed, organized and existing in accordance with the laws of the State of New Jersey; and

WHEREAS, the BOROUGH OF SEA BRIGHT possesses and exercises control over various permanent rights-of-way that are, or are planned to be, utilized for streets, roads and highways and those rights-of-way are depicted on the current BOROUGH Tax Map and/or other maps and documents of public record; and

WHEREAS, N.J.S.A. 48:17-8 provides that any telegraph or telephone company organized under the laws of any state, or of the United States, may erect, construct and maintain the necessary poles, wires, conduits and other fixtures for its lines, in, upon, along, over and under any public street, road or highway, upon first obtaining the consent in writing of the owner of the soil to the erection of such poles and such consent previously has been provided to such companies for the erection of such poles; and

WHEREAS, various public utilities that are subject to the jurisdiction of the New Jersey Board of Public Utilities such as, by way of example and not by way of limitation, JERSEY CENTRAL POWER AND LIGHT have erected and maintain utility poles within the public rights-of-way in the BOROUGH for use in connection with supplying and distributing electricity, telephone services, cable television, telecommunication services and/or other utilities pursuant to consent previously granted by the BOROUGH; and

WHEREAS, Licensee does not presently have the right to maintain utility poles in any municipal right-of-way within the BOROUGH or to otherwise use or occupy any municipal right-of-way within the BOROUGH for any of its Small Wireless Facilities, as hereinafter defined; and

WHEREAS, in accordance with the provisions of N.J.S.A. 48:3-11, et. seq., Licensee has petitioned the BOROUGH for its consent to locate, place, attach, install, operate, control, maintain, upgrade and enhance its Small Wireless Facilities in municipal rights-of-way as well as on utility poles and/or other facilities that are owned by third parties which already are located in municipal rights-of-way pursuant to municipally granted franchises or otherwise; and

WHEREAS, N.J.S.A. 48:3-18 provides that any person may enter into a written agreement with any other person owning utility poles erected under municipal consent in any street, highway or other public place for use by the former person and N.J.S.A. 48:3-19 requires that the former person obtain the consent of the municipality for use by the former person of the poles of another if the former person does not have the lawful right to maintain poles in such street, highway or public place; and

WHEREAS, as to those utility poles or structures that are owned by third parties and which are located in municipal rights-of-way pursuant to municipally granted franchises or otherwise, Licensee has provided the BOROUGH with evidence, consisting of written agreements, that it has obtained consent from those third parties to use the utility poles or structures that are owned by those third parties; and

WHEREAS, N.J.S.A. 48:3-15 provides that, upon satisfaction of the procedures that are set forth in N.J.S.A. 48:3-11 through N.J.S.A. 48:3-14, consent for use of any street, avenue, park, parkway, highway or other public place may be granted by ordinance and not otherwise; and

WHEREAS, the BOROUGH Council adopted Ordinance NO. 12-2022 which authorizes the making and execution of this Agreement.

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and for other good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, the Parties hereby agree as follows:

1. **Incorporation of Preamble.** All of the statements of the Preamble are repeated and are incorporated herein and are made apart hereof by this reference thereto as if set forth at length.

2. **Definitions.** All definitions of words, terms and phrases that are set forth in the Communications Act of 1934, P.L. 73-416, as amended by various statutory enactments including, but not limited to, the Telecommunications Act of 1996 P.L. 104-104, are incorporated herein and are made apart hereof.

All definitions of the words, terms and phrases that are set forth in the portion of the Middle-

Class Tax Relief and Job Creation Act of 2012, P.L. 112-96, as codified in 47 USC §455, are incorporated herein and are made a part hereof.

All definitions of words, terms and phrases that are set forth in the New Jersey Municipal Land Use Law, N.J.S.A. 40:550-1, et. seq., are incorporated herein and are made apart hereof.

In the event that a term, word or phrase is not defined in any of the aforementioned statutes and is not otherwise defined by this Agreement then that term, word or phrase shall have its common, ordinary meaning.

"County" means the County of MONMOUTH in the State of New Jersey.

"Borough" means the BOROUGH of SEA BRIGHT in the County of Monmouth-

"Licensee" means (_____) (NAME OF LICENSEE).

"Public Right-Of-Way" means the surface, the airspace above the surface and the area below the surface of any street, road, highway, lane, alley, boulevard or drive, including the sidewalk, shoulder and area for utilities owned by the BOROUGH OF SEA BRIGHT within an easement to the public or other easement owned by the BOROUGH.

"Utility Pole" means a wooden or metal pole that is used to support electrical wires, telephone wires, coaxial cables, fiber optic cables and the like.

3. **Grant of Consent.** In accordance with the provisions of N.J.S.A. 48:3-19, et. seq., and BOROUGH Ordinance NO. 12-2022, and subject to obtaining the permission of the owner(s) of the affected Utility Poles, the BOROUGH hereby grants approval and consent to Licensee, its consultants, agents and contractors, to enter upon Public Rights-of-Way within the confines of the Municipality for the purpose of owning, constructing, attaching, operating, maintaining, removing, reattaching, reinstalling, relocating and replacing its Small Wireless Facilities that more particularly are depicted and are described in Section One: Definitions, made a part hereof, upon the Utility Poles that are particularly identified in Section One: Definitions all of which Utility Poles are located in Public Rights-Of-Ways and all of which Utility Poles are owned by third parties. Licensee represents that it has obtained consent from the owners of the Utility Poles to utilize those Utility Poles for the aforementioned purposes. Upon request, Licensee shall furnish the BOROUGH with evidence of its Utility Pole attachment agreement(s) made pursuant to N.J.S.A. 48:3-18 and/or N.J.S.A. 14:18-2.9, et. seq. Further, the BOROUGH hereby grants approval and consent to Licensee, its consultants, agents and contractors, to enter upon Public Rights-of-Way within the confines of the Municipality for the purpose of constructing and owning, such new utility poles or new structures for the purposes attaching, operating, maintaining, removing, reattaching, reinstalling, relocating and replacing its Small Wireless Facilities that more particularly are depicted and are described in Section One: Definitions, made a part hereof. Nothing in this Agreement shall be construed as authorizing Licensee to own, construct, attach, operate, maintain, remove, reattach, reinstall, relocate and/or replace any Small Wireless Facility, Utility Pole or any other structure unless the Licensee first has obtained all permits and other approvals therefore, as required by all applicable laws and regulations. Nothing in this Agreement shall be construed as granting Licensee consent to utilize any rights-of-way over which the BOROUGH lacks authority to grant consent such as any right-of-way over which the County or the State of New Jersey have exclusive authority.

All poles will be no closer than nine-hundred (900) feet apart. In the event that the Licensee wishes to place poles closer than 900 feet, the Licensee shall submit an explanation through a technical report why the Licensee's system could not function at nine-hundred (900) feet apart and why the Licensee needs the poles closer subject to review and approval by the BOROUGH OF SEA BRIGHT.

4. **Term.** The term of this Agreement shall be ten (10) years, commencing on _____, 2022 unless sooner terminated by either Party in accordance with the provisions of this Agreement. The term of this Agreement automatically shall be renewed for five (5) successive terms of five (5) years each on the same terms and conditions as are set forth herein, unless Licensee notifies the BOROUGH of its intention not to renew not less than sixty (60) days prior to the end of the Term then in effect.

5. **Non-Exclusive License.** This Agreement is a non-exclusive license. It shall not be recorded. Any and all rights granted to Licensee under this Agreement shall be exercised at Licensee's sole cost and expense, shall be subject to the prior and continuing right of the BOROUGH to use any and all parts of its Public Rights-of-Way exclusively or concurrently with any other person or entity and further shall be subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances and claims of title of record which may affect the Public Rights-of-Way. Nothing in this Agreement shall be deemed to grant, convey, create or vest in Licensee a real property interest in any land, including any fee, leasehold interest or easement.

6. **Compliance with Laws; Required Permits; Utilities; Maintenance.**

(a) **Compliance with Laws.** Licensee shall comply with all applicable federal, state and BOROUGH laws, administrative regulations, codes, zoning ordinances, ordinances, standards, specifications and requirements relating to the construction, installation, operation, maintenance and control of Licensee's Small Wireless Facilities, appurtenant equipment, structures and utility poles defined in Section One: Definitions, in the designated locations within the Public Rights-of-Way. Licensee shall not attach, install, maintain or operate any Small Wireless Facility within any Public Right-of-Way without a permit therefore first having been issued by the BOROUGH. Therefore, in the event that Licensee desires to construct, attach, install, maintain or operate any additional Small Wireless Facilities, Utility Poles or structures within a Public Right-of-Way that is not defined in Section One: Definitions then such construction, attachment, installation, maintenance or operation first shall be approved by a majority vote of the governing body and permit therefore issued by the BOROUGH prior to the commencement

of such construction, attachment, installation, maintenance or operation of the Small Wireless Facilities, Utility Poles or structures.

(b) **Required Permits.** If the attachment, installation, operation, maintenance or location of any Small Wireless facility by Licensee in any Public Right-of-Way requires any permit, including any BOROUGH street opening permit, then Licensee, if required under applicable BOROUGH ordinances, shall apply for the appropriate permit with the appropriate municipal official and shall pay the required fee therefore.

(c) **Utilities.** Licensee shall pay for all utilities used (and connections to said utilities) in connection with the installation, operation and maintenance of its Small Wireless Facilities. Licensee agrees to take utility access from the nearest possible connection in order to minimize utilization of the Public Rights-of-Way.

(d) **Maintenance.** In the performance and exercise of its rights and obligations under this Agreement, Licensee, at its sole cost and expense, shall maintain its Small Wireless Facilities, its Utility Poles, its structures and any real property utilized to access any of the foregoing in a safe and satisfactory condition as directed by, and to the satisfaction of, the BOROUGH including, but not limited to, removal of any debris generated by Licensee and replacement of any plants, trees or vegetation damaged or destroyed by Licensee. In the event that any of Licensee's Small Wireless Facilities, and appurtenances thereto, its Utility Poles or its structures causes damage to any Public Right-of-Way or interferes with the performance of any of the BOROUGH'S public duties or other uses of the Public Rights-of-Way, Licensee agrees, upon notice from the BOROUGH to promptly commence and complete all necessary repairs to cure any such damage at Licensee's sole cost and expense. If Licensee fails to repair the damage after receiving notice from the BOROUGH or if an emergency necessitates immediate repair of the damage then the BOROUGH, in its sole discretion, may perform the repair work itself in which case Licensee shall reimburse the BOROUGH for the cost of the repair work within thirty (30) days after receiving a statement detailing such costs. The Licensee shall take down and remove from any pole or other structure any equipment or wires that are deactivated and no longer working.

7. **Removal and Relocation.** Within 30 days following written notice from the BOROUGH, Licensee, at its own expense, shall temporarily or permanently remove, relocate, change or alter the position of any of its Small Wireless Facilities, Utility Poles or structures if the BOROUGH determines that (a) such removal, relocation, change or alteration, is reasonably necessary for the construction, repair, maintenance, or installation of any the BOROUGH improvement in or upon, the Public Right-of-Way; or (b) because the Small Wireless Facilities, Utility Poles or structures are interfering with or adversely affecting proper operation of street lighting, traffic signaling or other poles; or (c) the widening of the Public Right-of-Way necessitates such removal, relocation, change or alteration. In such instance, the BOROUGH shall cooperate with Licensee to find a replacement location for its Small Wireless Facilities that will provide similar radio frequency coverage as is provided by the Small Wireless facilities to be removed or relocated. Once the emergency condition no longer exists Licensee shall apply for any permit for the work that was performed during the emergency that it would have had to secure for said work prior to performing said work in the absence of the emergency.

If a pole location is found to be in a high traffic and/or sensitive area as determined by the Borough, the Licensee will place a pole in another location, or, place the equipment underground.

8. **Emergent Conditions.** Licensee shall maintain all of its Small Wireless facilities, Utility Poles and structures at Licensee's sole cost and expense. The noncompliance with normally required procedures for securing a required permit shall be excused when Licensee reasonably determines that an emergency exists. If an emergency creates a hazard on the traveled portion of the Public Right-of-Way, then Licensee shall take immediate steps to provide all necessary protection for traffic on the roadway including the use of signs, lights, barricades or flaggers. Licensee shall, as soon as practical, notify the BOROUGH Engineer, Construction Official, or their designees, and the BOROUGH Police Department of the emergency, informing them as to what steps have been taken for protection of the traveling public and what will be required to make the necessary repairs. On nights and weekends the Licensee shall notify the BOROUGH Police Department of an emergency if the BOROUGH Engineer and Construction Official are unavailable. If the nature of the emergency is such as to interfere with the free movement of traffic, the BOROUGH Police Department shall be notified immediately, prior to any other action being taken. To the extent that the BOROUGH has actual knowledge of the displacement or damage to any of Licensee's Small Wireless Facilities, Utility Poles or structures, it shall inform Licensee upon learning of the same.

9. **Personal Property Owned by Licensee.** All Small Wireless Facilities, Utility Poles and structures covered under this Agreement shall be considered personal property and shall remain the property of and shall be under the dominion and control of the Licensee. Such personal property may not be utilized by any third party without the express prior written consent of Licensee, but Licensee, upon the request of the BOROUGH and at no cost to Licensee, shall cooperate with any third party in collocating the third party's equipment upon any Utility Pole or structure upon which Licensee has installed any Small Wireless facility.

10. **Insurance and Indemnity.**

(a) Licensee shall secure and maintain commercial general liability insurance or self-insurance with limits of \$2,000,000 for injury or death on one or more persons in any one occurrence and in the aggregate and \$2,000,000 for damage or destruction in any one

occurrence and in the aggregate insuring Licensee as named insured and listing the BOROUGH as an included insured on the policies. The BOROUGH'S included insured status shall (i) be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Licensee, its employees, agents or independent contractors; (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of the BOROUGH, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of the BOROUGH, its employees, agents or independent contractors; and, (iii) not exceed Licensee's indemnification obligation under this Agreement, if any. Notwithstanding the forgoing, Licensee may, in its sole discretion, self-insure any of the required insurance under the same terms as required by this Agreement. In the event Licensee elects to self-insure its obligation under this Agreement to include the BOROUGH as an additional insured, the following conditions apply: (i) the BOROUGH shall promptly and no later than thirty (30) days after notice thereof provide Licensee with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Licensee with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) the BOROUGH shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Licensee; and (iii) the BOROUGH shall fully cooperate with Licensee in the defense of the claim, demand, lawsuit, or the like. If Licensee elects to self-insure then it or its affiliated parent shall maintain a financial net worth of at least \$100,000,000 and it or its affiliated parent shall provide the BOROUGH with a certificate of self-insurance along with a copy of its or its affiliated parent's latest financial statement (or a link to an internet web site from which the BOROUGH may print a copy of the financial statement) showing a net worth of not less than \$100,000,000 as sufficient evidence to demonstrate its or its affiliated parent's financial ability to self-insure the insurance coverage and limits that are specified in this paragraph 10(a).

(b) Certificates of the insurance required by this paragraph 10, along with the evidence of financial ability to self-insure as described in paragraph (a) above, if applicable, shall be provided to the BOROUGH within ten (10) days following the effective date of this Agreement and prior to obtaining any permits required under paragraph 6(b). Thereafter, and so long as this Agreement remains executory, Licensee shall provide certificates of insurance or of self-insurance reflecting the requirements of this paragraph to the BOROUGH within ten (10) days following receipt of a written request from the BOROUGH. Production of a certificate of self-insurance always shall be accompanied by the evidence of ability to self-insure that is described in paragraph 10(a) above. Should any policy of insurance on which the BOROUGH is an included insured be cancelled before the expiration date thereof then Notice of the cancellation shall be provided to the BOROUGH in accordance with the policy provisions by Licensee or by its affiliated parent or by the insurer.

(c) Licensee agrees to indemnify and hold harmless the BOROUGH against any claim of liability or loss from personal injury or property damage to the extent directly resulting from or arising out of the negligence or willful misconduct of the Licensee, its employees, contractors or agents, except to the extent such claims or damage may be due to or caused by the negligence or willful misconduct of the BOROUGH, or its employees, contractors or agents. The BOROUGH will provide the Licensee with prompt, written notice of any claim covered by this indemnification and hold harmless provision; provided that any failure of the BOROUGH to provide any such notice, or to provide it promptly, shall not relieve the Licensee from its indemnification and hold harmless obligation in respect of such claim, except to the extent the Licensee can establish actual prejudice and direct damages as a result thereof. The BOROUGH shall cooperate with the Licensee in connection with the Licensee's defense of such claim. The Licensee shall defend the BOROUGH at the BOROUGH'S request, against any claim with counsel of the BOROUGH'S choosing that is reasonably satisfactory to the Licensee.

(d) The legal liability of the Licensee to the BOROUGH_and any person for any of the matters that are the subject of the insurance policies required by this paragraph shall not be limited by such insurance policies or by the recovery of any amounts thereunder, however neither the BOROUGH nor the Licensee shall be liable to the other for consequential, incidental, exemplary or punitive damages on account of any activity pursuant to this Agreement.

11. **No Waiver of Breach of Remedies.** No waiver by a Party of any breach of this Agreement or of any representation hereunder by the other Party shall be deemed to be a waiver of any other breach by the other Party (whether preceding or succeeding and whether or not of the same or similar nature), and no acceptance of performance by a Party after any breach by the other Party shall be deemed to be a waiver of any breach of this Agreement or of any representation hereunder by the other Party whether or not the first Party knows of such breach at the time it accepts such performance. No failure or delay by a Party to exercise any right it may have by reason of the default of the other Party shall operate as a waiver of default or modification of this Agreement or shall prevent the exercise of any right by the first Party while the other Party continues to be so in default. Any remedy that either Party may have by reason of a breach of any provision of this Agreement by the other Party at all times shall be preserved and may not be waived.

12. **Mediation of Disputes.** In the event of any dispute concerning the interpretation of the terms of this Agreement or of the obligations of either Party under this Agreement, the Parties shall attempt in

good faith to resolve such dispute via consultation between their designated representatives. If such consultation fails to resolve the dispute, then the Parties agree to submit the dispute to mediation. The mediation shall be initiated by one Party serving the other Party with a written demand to mediate. The mediation demand shall include the initiating Party's designation of a mediator. Within fourteen (14) days of receipt of the mediation demand the Party receiving the mediation demand shall either agree to the mediator designated by the other Party or shall provide the other Party with its written designation of a mediator. Thereafter, the designated mediators immediately shall jointly designate a third mediator who shall be either a New Jersey licensed attorney-at-law or a retired judge of the Superior Court of New Jersey. Payment of mediation fees, costs and expenses shall be split evenly amongst the Parties. The mediated resolution of the dispute may include a provision that provides for something other than an even split of the mediation fees, costs and expenses.

13. **Severability.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

14. **Governing Law.** This Agreement shall be governed, construed and interpreted by, through and under the laws of the State of New Jersey without reference to conflict of law principles, except in such instances when the laws of the United States preempt the laws of the State of New Jersey and all actions, suits and litigation arising under the terms of this Agreement shall be litigated in the Superior Court of New Jersey, MONMOUTH COUNTY, or in the United States District Court for the District of New Jersey, but no such litigation shall be initiated by a Party until there has been compliance with the mediation provisions of this Agreement that are set forth above. In the event of litigation arising out of this Agreement, the prevailing party shall not be entitled to recover its costs of suit and attorney's fees from the non-prevailing party unless such recovery is specifically and expressly provided for by a statute of the United States or a statute of the State of New Jersey.

15. **Entire Agreement.** This Agreement contains the entire understanding between the parties, and such understanding may not be modified or terminated except in writing and signed by all parties to this Agreement.

16. **Notice.** Any notice required or permitted under this Agreement or under state or federal law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested or by a nationally-recognized overnight delivery service. The BOROUGH and Licensee may change the address required for service of any notice by providing the other party to this Agreement with a new address for sending and receiving of required notices under this Agreement. No notice required under this Agreement may be served validly by email. All notices to the BOROUGH or Licensee shall be delivered to the following addresses:

BOROUGH OF SEA BRIGHT: Christine Pfeiffer, BOROUGH CLERK

1099 Ocean Ave, Sea Bright, NJ 07760

Licensee: (INSERT NAME AND ADDRESS)

With a copy to: (INSERT NAME AND ADDRESS)

17. **Emergency Contact Information for Licensee.** The emergency telephone contact number to reach Licensee 24 hours per day, seven days per week, is: (INSERT PHONE NUMBER). Should that number be disabled or revised for any reason, Licensee shall give the BOROUGH immediate notice of an alternate emergency contact telephone number. Additionally, Licensee may be reached during business hours as follows:

(INSERT ADDITIONAL CONTACT INFORMATION)

18. **Assignment.** Licensee may sell, assign or transfer this Agreement without the need for any approval or consent of the BOROUGH to Licensee's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Licensee's assets in the market defined by the Federal Communications Commission in which the BOROUGH is located by reason of a merger, acquisition or other business reorganization. Except as provided in the previous sentence, Licensee may not assign this Agreement without the prior express written consent of the BOROUGH, which consent shall not be unreasonably withheld, conditioned, or delayed after written notice to the BOROUGH of the request. The terms and conditions herein contained shall be binding upon and inure to the benefit of the permitted successors and assigns of the Parties hereto.

19. **Miscellaneous.**

a. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and all those who succeed to their rights and responsibilities, including their respective successors in interest.

b. The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement and shall not be deemed to explain, modify, amplify or otherwise alter the substance of this Agreement.

c. The BOROUGH and Licensee each acknowledge that they have had adequate opportunity to review the contents of this Agreement with legal counsel and have executed this Agreement with full and complete understanding of its terms.

d. This Agreement (and all exhibits thereto) is deemed to have been jointly prepared by the Parties hereto, and any uncertainty or ambiguity existing herein, if any, shall not be interpreted against any Party, but shall be interpreted according to the application of the rules of interpretation for arm's-length agreements.

20. **Execution.** Each Party represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform its respective obligations under this Agreement. This Agreement may be executed in one or more counterparts, each of which should be deemed an original, but which together shall constitute one and the same instrument.

[Signature Page to Follow]

IN WITNESS WHEREOF, and in order to bind themselves to the terms and conditions of this Agreement, the Parties have caused this Agreement to be executed by their proper corporate officers and their corporate seals have been affixed hereto on the date first set forth above.

INDIVIDUAL ACTION/New Business:

Vouchers: \$ 406,581.84

Councilmember Bieber offered a motion to approve the Voucher List dated November 14, 2022, as submitted by the Finance Manager; seconded by Councilmember Booker:

Roll Call: Bieber, Birdsall, Booker, Catalano, Keeler, Lamia
Yes Yes Yes Absent Yes Absent

2790	ACB SERVICES, INC. 22-01253 11/08/22 BLDGS & GRDS	Open	3,888.73
02113	AMERICAN WATER 22-01201 10/31/22 SEWER	Open	655.00
02227	APOLLO SEWER & PLUMBING, INC. 22-01175 10/20/22 Beach	Open	1,175.00
01241	BAIN'S HARDWARE, INC. 22-01234 11/04/22 HARDWARE	Open	338.55
2640	BATHGATE, WEGENER & WOLF 22-01218 11/03/22 LEGAL	Open	3,844.31
01957	BENEMAX BENEFIT MANAGEMENT CO. 22-01239 11/04/22 HEALTH	Open	336.00
01301	BILLS, PEGGY 22-01200 10/31/22 LIBRARY	Open	77.84
01631	BOROUGH OF OCEANPORT 22-01246 11/07/22 COURT	Open	6,500.00
2680	CINTAS 22-00980 08/25/22 Buildings & Grounds	Open	304.27
	22-01174 10/20/22 Beach/Library Pavilion	Open	420.93
	22-01190 10/27/22 Beach	Open	342.76
	22-01226 11/04/22 Beach	Open	338.09
	22-01257 11/08/22 BLDGS & GRDS	Open	1,218.09

			2,624.14
2555	CJM ASSOC. OF SEA BRIGHT 22-01244 11/07/22 LEASE	Open	500.00
00256	CLEARY, GIACOBBE, ALFIERI & 22-01209 11/01/22 LEGAL	Open	495.00
	22-01252 11/08/22 LEGAL	Open	3,003.00
	22-01258 11/09/22 LEGAL	Open	544.00

			4,042.00
01988	COMPTON, BARBARA 22-01254 11/08/22 CLERK	Open	40.00
01493	COOPERATIVE INDUSTRIES, L.L.C. 22-01256 11/08/22 NATURAL GAS	Open	762.41
02231	COUSINS LANDSCAPING 22-00755 06/23/22 BLDGS & GRDS	Open	2,500.00

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02253	DAVID HODER ASSOCIATES		
22-01203	10/31/22 ENGINEER	Open	840.00
22-01241	11/07/22 PLAN BRD	Open	887.50

			1,727.50
2528	DCH FORD		
22-00729	06/16/22	Open	70.98
00597	DIBERARDINO, KAREN		
22-01180	10/26/22 BLDG DEPT	Open	115.00
22-01196	10/28/22 PUBLIC EVENTS	Open	24.23

			139.23
01754	EDMUNDS & ASSOCIATES, INC.		
22-01217	11/03/22 TAX	Open	270.00
2465	EDWARDS TIRE CO, INC.		
22-00537	05/06/22 Tires - 4358	Open	1,023.48
02101	GANNETT NJ		
22-01179	10/24/22 PLAN BOARD	Open	37.84
22-01198	10/31/22 CLERK	Open	58.96
22-01213	11/03/22 PLAN.BOARD	Open	10.56
22-01242	11/07/22 CLERK	Open	50.16

			157.52
02181	GATEWAY PRESS		
22-01202	10/31/22 TAX	Open	366.00
2281	GRAINGER		
22-01111	10/04/22	Open	633.14
01887	HEIM ELECTRONICS, INC.		
22-01193	10/27/22 Sewer	Open	344.25
2700	HIGHWAY EQUIPMENT OF NJ, INC.		
22-01186	10/27/22 streets & Roads	Open	82.63
02044	HOLDEN, ESQ., ROBERT J.		
22-01206	11/01/22 PUBLIC DEFENDER	Open	200.00
2478	HOLISTIC WELLNESS, LLC		
22-01228	11/04/22	Open	900.00
2710	HOLMDEL TOWNSHIP		
22-01243	11/07/22 FISCAL	Open	3,312.50
01285	HOME DEPOT CREDIT SERVICES		
22-01260	11/09/22 POLICE	Open	528.81
2791	HUDSON ENERGY SERVICES		
22-01266	11/09/22 ELECTRIC	Open	246.59
2541	IDEMIA		
22-00450	04/14/22	Open	3,930.57
00526	INTERSTATE ELECTRONICS, INC.		
22-01172	10/20/22 PA System	Open	460.00
00229	INTERSTATE MOBILE CARE, INC.		
22-01176	10/20/22 Streets & Roads	Open	210.00
2561	INTRON TECHNOLOGY SOLUTIONS		
22-01271	11/09/22 COMPUTERS	Open	4,837.26
2573	JCP & L		
22-01249	11/07/22 ELECTRIC	Open	15,270.01
00297	JESSE A. HOWLAND & SONS, INC.		
22-01245	11/07/22 DPW	Open	1,705.00
2442	KINTECH, INC.		
22-01250	11/07/22 TAX	Open	624.69
00015	LANIGAN ASSOCIATES, INC.		
22-01116	10/04/22	Open	110.50
00108	LEON S. AVAKIAN, INC.		
22-01267	11/09/22 BLDG.DEPT	Open	865.00
2860	LOCAL SMOKE BBQ		
22-01169	10/17/22 RECREATION	Open	1,489.60
00799	MAGLOCLLEN		
22-01188	10/27/22	Open	400.00

REGULAR MEETING**NOVEMBER 14, 2022**

2552 MANNING, TY 22-01211 11/03/22 POLICE	Open	1,275.00
2278 MCLAUGHLIN, STAUFFER & SHAKLEE 22-01214 11/03/22 LEGAL	Open	11,531.97
00106 MGL FORMS-SYSTEMS, LLC 22-00679 06/06/22 2023 Dog Tags 22-01081 09/26/22 FINANCE	Open Open	175.00 311.00
		----- 486.00
00531 MIDDLESEX COUNTY FIRE ACADEMY 22-00773 06/29/22 Live Burn	Open	414.00
2866 MIKE'S MARINE 22-01210 11/01/22 BEACH	Open	1,000.00
2838 MOBILE PAYMENT PROCESSING SYS 22-01215 11/03/22 PARKING	Open	62.25
01854 MONMOUTH COUNTY BOARD/TAXATION 22-01237 11/04/22 TAX ASSESSOR	Open	500.00
00688 MONMOUTH COUNTY POLICE ACADEMY 22-01189 10/27/22	Open	2,250.00
02045 MONMOUTH COUNTY SPCA 22-01247 11/07/22 ANIMAL	Open	325.00
00378 MONMOUTH TRUCK EQUIPMENT 22-01187 10/27/22 Streets & Roads 22-01192 10/27/22 Streets & Roads	Open Open	699.95 54.28
		----- 754.23
00339 NAPA AUTO PARTS CENTER 22-01171 10/20/22 Streets & Roads 22-01185 10/27/22 Streets & Roads	Open Open	18.99 57.48
		----- 76.47
2473 NAYLORS AUTO PARTS 22-01092 10/03/22 Starting Fluid	Open	78.96
01399 NEW JERSEY AMERICAN WATER 22-01219 11/04/22 WATER	Open	4,958.85
00671 NJ DEPT OF COMMUNITY AFFAIRS 22-01264 11/09/22 BLDG DEPT	Open	1,771.00
00113 NJ NATURAL GAS COMPANY 22-01220 11/04/22 NATURAL GAS	Open	1,294.03
02094 NJ OFFICE WEIGHTS & MEASURES 22-01112 10/04/22	Open	120.00
00502 NJ STATE LEAGUE/MUNICIPALITIES 22-01194 10/27/22 PLAN BRD	Open	75.00
02245 NJSACOP 22-01063 09/21/22 POLICE	Open	210.00
01309 OCEANPORT BOARD OF EDUCATION 22-00760 06/28/22 SCHOOL TAX 00046 ONE CALL CONCEPTS, INC. 22-01208 11/01/22 SEWER	Open Open	73,450.92 48.62
2372 PAYARGO, INC. 22-01248 11/07/22 TAX & SEWER	Open	101.10
01207 PFEIFFER, CHRISTINE 22-01195 10/28/22 PUBLIC EVENTS 22-01273 11/09/22 CLERK	Open Open	60.95 35.99
		----- 96.94
2525 POOR JOHNS PORTABLE TOILETS 22-01259 11/09/22 BEACH	Open	591.00
2290 PORZIO, BROMBERG & NEWMAN 22-01238 11/04/22 LEGAL	Open	3,639.46
00164 RAIN, WILLIAM 22-01216 11/03/22 HEALTH	Open	161.10
2728 READY REFRESH BY NESTLE 22-01265 11/09/22 WATER	Open	510.87

REGULAR MEETING**NOVEMBER 14, 2022**

00987	REGISTRARS' ASSOCIATION OF NJ 22-01272 11/09/22 CLERK	Open	90.00
2745	REMINGTON & VERNICK ENGINEERS 22-00904 08/11/22 ENGINEER	Open	1,525.00
00533	RUTGERS, THE STATE UNIVERSITY 22-01013 09/06/22 Sewer Utility	Open	1,725.00
01088	RYSER'S LANDSCAPE SUP YARD,INC 22-01173 10/20/22 Parking	Open	885.00
00027	SEABOARD WELDING SUPPLY, INC. 22-01235 11/04/22 DPW	Open	37.00
01027	SHORE BUSINESS SOLUTIONS 22-01270 11/09/22 A&E	Open	483.18
00053	SHORE REGIONAL HIGH SCHOOL 22-00758 06/28/22 SCHOOL TAX	Open	181,370.18
02225	STAPLES ADVANTAGE 22-01086 09/30/22 LIBRARY	Open	626.73
2857	STYLIZED EVENTS 22-01135 10/12/22	Open	1,378.75
00973	THE TWO RIVER TIMES 22-01268 11/09/22 CLERK	Open	20.15
01577	TREASURER, STATE OF NJ 22-01178 10/24/22 CLERK	Open	25.00
02114	TWO RIVERS WATER RECLAMATION 22-01236 11/04/22 SEWER	Open	27,670.73
2291	VERIZON 22-01240 11/04/22 FIOS	Open	260.98
2658	VERIZON 22-01255 11/08/22 PHONE 22-01262 11/09/22 PHONE 22-01269 11/09/22 SEWER	Open Open Open	175.64 223.53 1,018.41
			----- 1,417.58
02061	VERIZON WIRELESS 22-01207 11/01/22 POLICE	Open	1,210.38
00077	WEX BANK 22-01261 11/09/22 GASOLINE	Open	697.60
2850	WEX BANK (NEW) 22-01251 11/08/22 GASOLINE	Open	7,186.57

TOTAL: \$ 399,581.84**Manual Checks**

22-01263 11/9/2022	BORO HEALTH INSURANCE/DENTAL REPLENISH FUND	\$5,684.13
22-01204 11/1/2022	NJ DEPT OF HEALTH MONTHLY DOG LICENSE REPORT	\$5.40
22-01197 10/28/2022	RESTAURANT DEPOT PURCHASES FOR SANDY ANNIVERSARY EVENT	\$310.31
22-01170 10/18/2022	TAYLOR, MADISON POLICE:CLOTHING ALLOWANCE	\$1,275.00

Total: \$ 7,274.84**GRAND TOTAL: \$ 406,856.68****MAYOR AND COUNCIL COMMENTS**

Councilman Bieber reported on behalf of the Administration Committee, the priorities moving forward with the approval of the short-term rental ordinance. This Thursday there will be a meeting to see how this is going to work on the administration end and to ensure everything is in place for January 1st. We will also be notifying the State of New Jersey that we are implementing the 3% Municipal tax. And lastly, we need to notify the homeowners of the requirements moving forward. The Administration Committee is also very focused on the bulkhead improvement program – it is a complex issue – he will keep everyone informed as they move forward.

Councilman Booker reported on behalf of the Finance Committee, CFO Michael Bascom sent out an email to all the department heads advising them to be mindful of their spending as the end of the year approaches.

Councilman Keeler explained that Resolution No. 177-2022 authorized the hiring of three new full time Fire Department members bringing the membership to above 55 – hats off to the Fire Department.

Councilman Birdsall advised everyone to be cautious as storm season is upon us – watch for street flooding and be on the look out for notifications to remove vehicles from the streets. We are also working on getting the downtown check valves installed as soon as possible and have made progress with the State for the check valves that they are responsible for on Ocean Avenue. Kudos to the DPW for a great job heading into this difficult season.

Mayor Kelly congratulated the Fire Chief on building such a strong volunteer department. He also announced that many members of the governing body and Borough staff are heading down to Atlantic City for the annual League of Municipalities Conference this week to attend training and seminars. Mayor Kelly wished everyone a Happy Thanksgiving!

EXECUTIVE SESSION

Councilmember Bieber offered a motion to enter in to Closed Session; seconded by Councilmember Booker:

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

WHEREAS, it is recommended by the Borough Attorney and Administrator that the Borough Council go into executive session to discuss matters set forth hereinafter which are permissible for discussion in executive session.

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, that they meet in closed session to discuss the issues as herein set forth:

1. Litigation

BE IT FURTHER RESOLVED, minutes will be kept and once the matter involving the confidentiality of the above no longer requires that confidentiality, then the minutes can be made public; and

BE IT FURTHER RESOLVED, that the Mayor and Council may come back into Regular Session to conduct additional business.

Roll Call: Bieber, Birdsall, Booker, Catalano, Keeler, Lamia
Yes Yes Yes Absent Yes Absent

ADJOURNMENT

Councilmember Bieber offered a motion to adjourn the meeting; seconded by Councilmember Booker:

Roll Call: Bieber, Birdsall, Booker, Catalano, Keeler, Lamia
Yes Yes Yes Absent Yes Absent

Respectfully submitted,

Christine Pfeiffer
Borough Clerk