

**AGENDA  
REGULAR MEETING  
BOROUGH OF SEA BRIGHT**

**MAY 2, 2023**

**SEA BRIGHT, NEW JERSEY**

**TO ATTEND THIS MEETING REMOTELY PLEASE USE THE FOLLOWING:**

<https://meet.goto.com/977996309>

OR DIAL: [\(571\) 317-3122](tel:(571)317-3122)

Access Code: 977-996-309

**CALL MEETING TO ORDER: 7:00pm**

**PLEDGE OF ALLEGIANCE**

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

**Good Evening Ladies and Gentlemen. This Meeting Is Now Called To Order: In Line with The Borough of Sea Bright's Longstanding Policy of Open Government, and in Compliance with the "Open Public Meetings Act" I Wish to Advise You That Adequate Notice of This Regularly Scheduled Meeting Was Sent to the Asbury Park Press and other local newspapers on January 10, 2023. In each instance, the Date, Time, And Location of This Meeting Were Provided in The Notice. This Meeting Is Open To The Public."**

**ROLL CALL:**

<b>Councilmember(s)</b>	BIEBER _____	BOOKER _____	CATALANO _____
	GORMAN _____	KEELER _____	LAMIA _____
<b>Mayor</b>	KELLY _____		

**MOMENT OF SILENCE FOR THE FOLLOWING MEMBER OF THE SEA BRIGHT COMMUNITY WHO RECENTLY PASSED AWAY: Ernie Giglio**

**Resolution(s):**

**No. 84-2023                      Authorizing the Hiring of Two Full Time Patrol Officers  
Sea Bright Police Department**

Councilmember \_\_\_\_\_ offered a motion to adopt Resolution No. 84-2023, seconded  
by Councilmember \_\_\_\_\_

**Roll Call:** Bieber \_\_\_ Birdsall \_\_\_ Booker \_\_\_ Catalano \_\_\_ Keeler \_\_\_ Lamia \_\_\_

**MAYOR KELLY TO ADMINISTER THE OATH OF OFFICE TO NEWLY APPOINTED PATROL OFFICERS:**

**CHRISTOPHER D. PANDURI  
NICHOLAS E. TURI**

**REMARKS FROM THE AUDIENCE (limited to 3 minutes)**

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

**CONSENT AGENDA**

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

**Minutes**

04-18-2023	Workshop Meeting
04-18-2023	Executive Session
04-18-2023	Regular Meeting

**Resolutions:**

- No. 85-2023**      Consideration of Award of Contract for 2023 Grounds Maintenance
- No. 86-2023**      Hiring Borough Library Employee
- No. 87-2023**      Approving the Leasing of Property for use by the Borough of Sea Bright with Jesse A. Howland & Sons, Inc. for a Municipal Permit Parking Facility – 2023 Season
- No. 88-2023**      Authorizing the Borough of Sea Bright to Enter into a Cooperative Purchasing Agreement with Savvik Buying Group
- No. 89-2023**      Consideration of Bids Received for Shrewsbury Riverfront Park Improvements Project – Phase II

**Roll Call:** Bieber\_\_\_\_ Booker\_\_\_\_ Catalano\_\_\_\_ Gorman\_\_\_\_ Keeler\_\_\_\_ Lamia\_\_\_\_

**ORDINANCE(s):**

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

**BOND ORDINANCE NO. 05-2023**

**BOND ORDINANCE PROVIDING AN APPROPRIATION OF \$250,000 FOR VARIOUS ROAD IMPROVEMENTS FOR AND BY THE BOROUGH OF SEA BRIGHT IN THE COUNTY OF MONMOUTH, NEW JERSEY AND, AUTHORIZING THE ISSUANCE OF \$53,240 BONDS OR NOTES OF THE BOROUGH FOR FINANCING PART OF THE APPROPRIATION.**

Councilmember \_\_\_\_\_ offered a motion to open the public hearing on Bond Ordinance No. 05-2023; seconded by Councilmember \_\_\_\_\_

**Roll Call:** Bieber\_\_\_\_ Booker\_\_\_\_ Catalano\_\_\_\_ Gorman\_\_\_\_ Keeler\_\_\_\_ Lamia\_\_\_\_

**Public Hearing (Bond Ord. No. 05-2023)**

Councilmember \_\_\_\_\_ offered a motion to close the public hearing on Bond Ordinance No. 05-2023; seconded by Councilmember \_\_\_\_\_

**Roll Call:** Bieber\_\_\_\_ Booker\_\_\_\_ Catalano\_\_\_\_ Gorman\_\_\_\_ Keeler\_\_\_\_ Lamia\_\_\_\_

Councilmember \_\_\_\_\_ offered a motion to adopt Bond Ordinance No. 05-2023 and advertise according to law; seconded by Councilmember \_\_\_\_\_

**Roll Call:** Bieber\_\_\_\_ Booker\_\_\_\_ Catalano\_\_\_\_ Gorman\_\_\_\_ Keeler\_\_\_\_ Lamia\_\_\_\_

**Introduction:** Mayor Kelly to read the ordinance by title:

**ORDINANCE NO. 06-2023**  
**BOROUGH OF SEA BRIGHT**  
**MONMOUTH COUNTY, NEW JERSEY**  
**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A**  
**FINANCIAL AGREEMENT WITH HAVEN AT SEA BRIGHT**  
**URBAN RENEWAL, LLC**

Councilmember \_\_\_\_\_ offered a motion to introduce Ordinance No. 06-2023 for a public hearing to be held on May 16, 2023 and advertise according to law; seconded by Councilmember \_\_\_\_\_

**Roll Call:** Bieber\_\_\_\_ Booker\_\_\_\_ Catalano\_\_\_\_ Gorman\_\_\_\_ Keeler\_\_\_\_ Lamia\_\_\_\_

**Introduction:** Mayor Kelly to read the ordinance by title:

**ORDINANCE NO. 07-2023**  
**AN ORDINANCE OF THE BOROUGH OF SEA BRIGHT, COUNTY OF MONMOUTH, STATE OF**  
**NEW JERSEY AMENDING AND SUPPLEMENTING IN FULL, CHAPTER 175 "SMALL CELL**  
**WIRELESS FACILITIES" OF THE CODE OF THE BOROUGH OF SEA BRIGHT AND**  
**ESTABLISHING PROCEDURES AND STANDARDS REGARDING DEPLOYMENT OF SMALL**  
**WIRELESS FACILITIES IN PUBLIC RIGHTS-OF-WAY**  
**IN THE BOROUGH OF SEA BRIGHT**

Councilmember \_\_\_\_\_ offered a motion to introduce Ordinance No. 07-2023 for a public hearing to be held on May 16, 2023 and advertise according to law; seconded by Councilmember \_\_\_\_\_

**Roll Call:** Bieber\_\_\_\_ Booker\_\_\_\_ Catalano\_\_\_\_ Gorman\_\_\_\_ Keeler\_\_\_\_ Lamia\_\_\_\_

**INDIVIDUAL ACTION/New Business:**

**Vouchers:    \$ 1,134,818.33**

Councilmember \_\_\_\_\_ offered a motion to approve the Voucher List dated May 2, 2023 as submitted by the Finance Manager; seconded by Councilmember \_\_\_\_\_

**Roll Call:** Bieber\_\_\_\_ Booker\_\_\_\_ Catalano\_\_\_\_ Gorman\_\_\_\_ Keeler\_\_\_\_ Lamia\_\_\_\_

**MAYOR AND COUNCIL COMMENTS**

**EXECUTIVE SESSION**

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

**Resolution to discuss:** Contracts

**Roll Call:** Bieber\_\_\_ Booker\_\_\_ Catalano\_\_\_ Gorman\_\_\_ Keeler\_\_\_ Lamia\_\_\_

**ADJOURNMENT**

Councilmember \_\_\_\_\_ offered a motion to adjourn the meeting; seconded  
by Councilmember \_\_\_\_\_

**Roll Call:** Bieber\_\_\_ Booker\_\_\_ Catalano\_\_\_ Gorman\_\_\_ Keeler\_\_\_ Lamia\_\_\_

**RESOLUTION NO. 84-2023**  
**AUTHORIZING HIRING OF TWO FULL-TIME PATROL OFFICERS**  
**SEA BRIGHT POLICE DEPARTMENT**

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

**WHEREAS**, there exists a need for two (2) full-time Patrol Officers in the Sea Bright Police Department; and

**WHEREAS**, Chief Friedman has affirmed that the following two officers meet all hiring requirements and qualifications in accordance with Chapter 39-3. "Qualifications of Members" of the Borough Code and recommends both be appointed as full-time Patrol Officers within the Sea Bright Police Department:

**Class II Special Officer Christopher D. Panduri**  
**Class II Special Officer Nicholas E. Turi**

**WHEREAS**, the Governing Body of the Borough of Sea Bright is in agreement with the recommendation of the Chief of Police that it would be appropriate to appoint two full-time Patrol Officers.

**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:

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**Michael J. Bascom, CFO**

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

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

1. Christopher D. Panduri
2. Nicholas E. Turi
3. Chief of Police
4. Finance Manager

**Roll Call:** Bieber, Booker, Catalano, Gorman, Keeler, Lamia

May 2, 2023

**Certification**

I, Christine Pfeiffer, Borough Clerk, do hereby certify that the foregoing is a Resolution adopted by the Borough Council of the Borough of Sea Bright, New Jersey at a Council Meeting held on May 2, 2023.

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Christine Pfeiffer, Borough Clerk

**RESOLUTION NO. 85-2023**  
**CONSIDERATION OF AWARD OF CONTRACT**  
**FOR 2023 GROUNDS MAINTENANCE IN THE**  
**BOROUGH OF SEA BRIGHT**

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

**WHEREAS**, on April 4, 2023 the Borough Council authorized the receipt of bids for 2023 Ground Maintenance services in the Borough of Sea Bright; and

**WHEREAS**, the Borough Clerk did duly advertise on April 11, 2023 to receive bids on April 25, 2023 for 2023 Ground Maintenance services; and

**WHEREAS**, in connection therewith one (1) bid was received from Cousins Landscaping, West Long Branch, New Jersey for an amount not to exceed \$35,500.00; and

**WHEREAS**, the Borough Attorney reviewed the bid and it was determined that Cousins Landscaping, West Long Branch, New Jersey, met all the specifications for this bid; and

**WHEREAS**, the Borough Administrator and Director of Public Works, recommend that a contract be awarded to Cousins Landscaping, West Long Branch, New Jersey, as per their bid proposal for 2023 Grounds Maintenance within the Borough of Sea Bright.

**CERTIFICATION OF FUNDS**

I, Michael J. Bascom, Chief Financial Officer of the Borough of Sea Bright, has certified that funds in the amount of \$35,500.00 will be available in Budget line-item No. 3-01-26-310-224 for the purpose stated herein.

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**MICHAEL J. BASCOM, CFO**

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Sea Bright in the County of Monmouth, State of New Jersey, that a contract is hereby awarded to Cousins Landscaping, West Long Branch, New Jersey for 2023 Grounds Maintenance services within the Borough of Sea Bright, in the amount of \$35,500.00; and

**BE IT FURTHER RESOLVED** that this award of contract is conditioned upon delivery and execution thereof within sixty (60) days from the date of the within resolution; and

**BE IT FURTHER RESOLVED** that a notice of this action shall be printed one time in The Two River Times newspaper.

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

1. Cousins Landscaping
2. Finance Manager
3. Director – Public Works

**Roll Call:** Bieber, Booker, Catalano, Gorman, Keeler, Lamia

May 2, 2023

**Certification**

I, Christine Pfeiffer, Borough Clerk, do hereby certify that the foregoing is a Resolution adopted by the Borough Council of the Borough of Sea Bright, New Jersey at a Council Meeting held on May 2, 2023.

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Christine Pfeiffer, Borough Clerk

**RESOLUTION NO. 86-2023**  
**HIRING BOROUGH LIBRARY EMPLOYEE**

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

**WHEREAS**, there exists a need for an additional Librarian in the Sea Bright Public Library; and

**WHEREAS**, the Library Director, Jane Farmer, received an application from Catherine DiMarco to fill said position; and

**WHEREAS**, the Library Director reviewed said application and recommends Catherine DiMarco be hired as a Librarian in the Sea Bright Public Library.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Sea Bright, County of Monmouth that Catherine DiMarco be hired and receive the hourly rate of pay as specified in Ordinance No. 04-2021.

**CERTIFICATION OF FUNDS**

I, Michael J. Bascom, Chief Financial Officer of the Borough of Sea Bright, do hereby certify that funds are available in Library - Salaries & Wages for the purpose stated herein.

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**MICHAEL J. BASCOM, CFO**

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

1. Finance Manager
2. Library Director

**Roll Call:** Bieber, Booker, Catalano, Gorman, Keeler, Lamia

May 2, 2023

**Certification**

I, Christine Pfeiffer, Borough Clerk, do hereby certify that the foregoing is a Resolution adopted by the Borough Council of the Borough of Sea Bright, New Jersey at a Council Meeting held on May 2, 2023.

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Christine Pfeiffer, Borough Clerk

**RESOLUTION NO. 87-2023**  
**APPROVING THE LEASING OF PROPERTY FOR USE BY**  
**THE BOROUGH OF SEA BRIGHT WITH JESSE A. HOWLAND & SONS, INC.**  
**MUNICIPAL PERMIT PARKING FACILITY – 2023 SEASON**

Councilmember \_\_\_\_\_ offered the following Resolution and moved its adoption; seconded  
by Councilmember \_\_\_\_\_ :

**WHEREAS**, it has been determined that the Borough of Sea Bright needs to provide a permit parking facility for the Borough and Business employees; and

**WHEREAS**, the Borough wishes to enter into a lease agreement with Jesse A. Howland & Sons, Inc. for a portion of property known as Block 13, Lot 14 (50 Church Street) to be used by the Borough of Sea Bright for a Municipal Permit Parking facility from May 26, 2023 to September 4, 2023 for an amount not to exceed \$2,000.00; and

**WHEREAS**, the Borough has determined that this would be a proper temporary use under the provisions of the Borough's zoning ordinance pursuant to Chapter 130, Section 38F; and

**CERTIFICATION OF FUNDS**

I, Michael J. Bascom, Chief Financial Officer of the Borough of Sea Bright, do hereby certify that funds are available in Parking/OE for the purposes stated herein.

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**Michael J. Bascom, CFO**

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Sea Bright that the Mayor and Borough Clerk be and are hereby authorized and directed to execute a lease agreement for a portion of the aforesaid property to be used by the Borough of Sea Bright for a Municipal Permit Parking facility from Friday, May 26, 2023 through Monday, September 4, 2023 for a total fee of \$2,000.00.

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

1. Jesse A. Howland & Sons, Inc.
2. Roger McLaughlin, Borough Attorney
3. Michael Bascom, Chief Financial Officer
4. Khristi Jacobs, Financial Manager
5. Brett Friedman, Chief of Police

**BE IT FURTHER RESOLVED** that the form of the aforesaid lease agreement shall be approved by the Borough Administrator and Borough Attorney.

**Roll Call:** Bieber, Booker, Catalano, Gorman, Keeler, Lamia

May 2, 2023

**CERTIFICATION**

I, Christine Pfeiffer, Borough Clerk do hereby certify that the foregoing is a Resolution adopted by the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, at a Council meeting held on May 2, 2023.

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Christine Pfeiffer, Borough Clerk



**RESOLUTION NO. 88-2023**  
**AUTHORIZING THE BOROUGH OF SEA BRIGHT**  
**TO ENTER INTO A COOPERATIVE PURCHASING AGREEMENT WITH**  
**SAVVIK BUYING GROUP**

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

**WHEREAS**, N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements for its administration; and

**WHEREAS**, Savvik Buying Group, hereinafter referred to as the "Lead Agency" has offered voluntary participation in a Cooperative Pricing System for eligible entities to perform governmental functions and services, including the purchase of goods and services; and

**WHEREAS**, on May 2, 2023 the governing body of the Borough of Sea Bright, County of Monmouth, State of New Jersey duly considered participation in the Interlocal Purchasing System.

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

**TITLE:** This Resolution shall be known and may be cited as the Cooperative Pricing Resolution of the Borough of Sea Bright.

**AUTHORITY:** Pursuant to the provisions of *N.J.S.A. 40A:11-11(5)*, the Mayor and the Borough Administrator are hereby authorized to enter into a Cooperative Pricing Agreement with the Lead Agency.

**CONTRACTING UNIT:** The Lead Agency shall be responsible for complying with the provisions of the *Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.)* and all other provisions of the revised statutes of the State of New Jersey.

**EFFECTIVE DATE:** This resolution shall take effect immediately upon passage.

**Roll Call:** Bieber, Booker, Catalano, Gorman, Keeler, Lamia

May 2, 2023

**CERTIFICATION**

I, Christine Pfeiffer, Borough Clerk do hereby certify that the foregoing is a resolution adopted by the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, at a Council Meeting held on May 2, 2023.

\_\_\_\_\_  
Christine Pfeiffer, Borough Clerk

**RESOLUTION NO. 89-2023**  
**Consideration of Bids Received for**  
**Shrewsbury Riverfront Park Improvements Project – Phase II**

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

**WHEREAS**, on June 18, 2019 the Borough Council of the Borough of Sea Bright authorized the receipt of bids for Phase II – Shrewsbury Riverfront Park Improvements Project; and

**WHEREAS**, the Borough Clerk did duly advertise on April        , 2023 to receive bids on April 27, 2023 for the Phase II – Shrewsbury Riverfront Park Improvements Project; and

**WHEREAS**, in connection therewith two (2) bids were received by the Borough Clerk on from the following: 1) D’Avellino Construction Inc., Freehold, NJ for \$331,028.00; 2) Mixalia Enterprises, LLC, Long Branch, NJ for \$228,000.00; and

**WHEREAS**, it was determined that the lowest bidder exceeded the budget estimates for the project; and

**WHEREAS**, the Borough Council finds that it is necessary to reject both bids and wishes to re-advertise for bids for the Phase II - Shrewsbury Riverfront Park Improvements Project.

**NOW THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Sea Bright in the County of Monmouth, State of New Jersey, that the two bid proposals received for the Phase II - Shrewsbury Riverfront Park Improvements Project be and are hereby rejected; and

**BE IT FURTHER RESOLVED** that the Borough Clerk be and is hereby authorized and directed to re-advertise for sealed bids for the Phase II - Shrewsbury Riverfront Park Improvements Project for receipt on a date to be determined; and

**BE IT FURTHER RESOLVED** that the Borough Clerk is hereby authorized to return the bid bonds and/or certified checks received from unsuccessful bidders; and

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

1. All Bidders
2. Frank Lawrence

**Roll Call:** Bieber, Booker, Catalano, Gorman, Keeler, Lamia

May 2, 2023

**CERTIFICATION**

I, Christine Pfeiffer, Borough Clerk do hereby certify that the foregoing is a resolution adopted by the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, at a Council Meeting held on May 2, 2023.

\_\_\_\_\_  
Christine Pfeiffer, Borough Clerk

**BOND ORDINANCE NO. 05-2023**

**BOND ORDINANCE PROVIDING AN APPROPRIATION OF \$250,000 FOR VARIOUS ROAD IMPROVEMENTS FOR AND BY THE BOROUGH OF SEA BRIGHT IN THE COUNTY OF MONMOUTH, NEW JERSEY AND, AUTHORIZING THE ISSUANCE OF \$53,240 BONDS OR NOTES OF THE BOROUGH FOR FINANCING PART OF THE APPROPRIATION.**

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 \$250,000, such sum includes the sum of \$196,760 expected to be received as a grant from the New Jersey Department of Transportation 2023 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 \$53,240 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 \$53,240 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 Island View Way, Garden Way and Long View Way, 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 \$53,240.

(c) The estimated cost of the Improvements is \$250,000 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 \$53,240 and the obligations authorized herein will be within all debt limitations prescribed by the Local Bond Law.

(d) An aggregate amount not exceeding \$60,000 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 \$53,240.

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.

**I HEREBY CERTIFY** this to be a true and correct Bond Ordinance No. 05-2023 of the Mayor and Borough Council of the Borough of Sea Bright, introduced on April 18, 2023, and will be further considered after a Public Hearing held on May 2, 2023, in the Mayor Dina Long Community Room, 1097 Ocean Avenue, at 7:00 pm.

**INTRODUCED:** April 18, 2023

Public Hearing: May 2, 2023

**ADOPTED:**

**Witness**

**BOROUGH OF SEA BRIGHT,**

\_\_\_\_\_  
CHRISTINE PFEIFFER, Borough Clerk

\_\_\_\_\_  
BRIAN P. KELLY, Mayor

**ORDINANCE NO. 06-2023**  
**BOROUGH OF SEA BRIGHT**  
**MONMOUTH COUNTY, NEW JERSEY**  
**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION**  
**OF A FINANCIAL AGREEMENT WITH HAVEN AT SEA BRIGHT**  
**URBAN RENEWAL, LLC**

**WHEREAS**, pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “**LRHL**”), Block 13, Lots 13, 14, 15, 17, 18, 20, 21 and 22; Block 14, Lots 12 and 14; and Block 15, Lots 5 (formerly Lots 5, 6, and 7), 8, 9, 10, 11 and 12 as identified on the tax maps of the Borough (as further defined in Section 1.2 herein, and as more specifically described in Exhibit 2 to the Application (the “**Project Site**”) have been designated by the Mayor and Council as an “area in need of redevelopment” (“**Redevelopment Area**”); and

**WHEREAS**, on October 9, 2020, by Ordinance No. 10-2020, the Mayor and Borough Council approved a redevelopment plan for the revitalization and redevelopment of the Redevelopment Area entitled Sea Bright River Properties Redevelopment Plan, as amended by Ordinance No. 13-2022, adopted December 20, 2022 (and as same may be further amended from time to time, the “**Redevelopment Plan**”), a copy of which is on file with the Borough Clerk; and

**WHEREAS**, the Borough, via Council Resolution 193-2022, adopted December 20, 2022, approved a redevelopment agreement with Denholtz Acquisition, LLC (“Denholtz”), setting forth the terms for Denholtz’ residential development of a project (the “**Project**”) in the Redevelopment Area, pursuant to the Redevelopment Plan (the “**Redevelopment Agreement**”); and

**WHEREAS**, Denholtz formed a special purpose entity, Haven at Sea Bright Urban Renewal, LLC (the “**Entity**”), to undertake the redevelopment of the Redevelopment Area, pursuant to the Redevelopment Plan and the Redevelopment Agreement; and

**WHEREAS**, the Entity filed the application attached hereto as Exhibit A (the “**Application**”) seeking a long term tax exemption pursuant to the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq. (the “**LTTE Law**”) and approval of a financial agreement for payment in lieu of taxes (the “**Financial Agreement**”); and

**WHEREAS**, the Borough Council, on the Mayor’s recommendation, wishes to approve the Application and has determined that it is appropriate to enter into the Financial Agreement for the Project for a term of fifteen (15) years and to accept annual service charges from the Entity in lieu of real property taxes associated with the Project Site; and

**WHEREAS**, the parties have negotiated the Financial Agreement, and the Mayor and Council have determined that it is appropriate to approve the execution of the Financial Agreement between it and the Entity; and

**WHEREAS**, the Borough makes the following findings in accordance with Section 11 of the LTTE Law with respect to the Project (as hereinafter defined):

1. Relative Benefits of the Project: In accordance with LTTE, specifically N.J.S.A. 40A:20-11(a), the Borough hereby finds and determines that this Agreement is a direct benefit to the health, safety, welfare and financial well-being of the Borough and its citizens. The Project will accelerate the redevelopment successful marketing and sales of the Project. Further, the Project will generate jobs, increase tax ratables and provide public improvements. When compared to the costs, if any, associated with the tax exemption, the Borough finds that the benefits outweigh the costs, recognizing that the Borough will retain ninety-five percent (95%) of the amount of the PILOT.

2. Assessment of the Importance of the Tax Exemption: In accordance with the LTTE Law, specifically N.J.S.A. 40A:20-11(a), the Borough hereby finds and determines that this Agreement is a critical incentive for the Entity to develop the Project. The tax exemption will facilitate the successful development of the Project by making the units more attractive to purchasers; thus, resulting in the development of the Project in an area that contains vacant and underutilized parcels for which the Borough has previously been seeking redevelopers. As a result, the decisions of the potential purchasers will be positively influenced by the tax exemption.

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

**Section 1.** The findings set forth above are hereby adopted and made part of this Ordinance.

**Section 2.** Pursuant to the authority granted to the Borough under the LTTE Law, this Ordinance approves the Application and authorizes the execution of the Financial Agreement with Haven at Sea Bright Urban Renewal, LLC for a 15-year tax exemption with respect to the construction of a residential Project in the Redevelopment Area, pursuant to the Redevelopment Plan and Redevelopment Agreement.

**Section 3.** The Mayor is authorized to execute the Financial Agreement in substantially the form attached to the Application.

**I HEREBY CERTIFY** this to be a true and correct Ordinance of the Mayor and Borough Council of the Borough of Sea Bright, introduced on May 2, 2023 and will be further considered after a Public Hearing at the regular meeting of the Borough Council held on May 16, 2023 at 7:00 pm at 1097 Ocean Avenue, 3<sup>rd</sup> floor.

INTRODUCED: May 2, 2023  
PUBLIC HEARING: May 16, 2023  
ADOPTION:

Witness

BOROUGH OF SEA BRIGHT,

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CHRISTINE PFEIFFER, CLERK

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BRIAN KELLY, MAYOR



FINANCIAL AGREEMENT

BETWEEN

BOROUGH OF SEA BRIGHT

AND

HAVEN AT SEA BRIGHT URBAN RENEWAL, LLC

THIS FINANCIAL AGREEMENT ("Agreement"), made this \_\_\_ day of \_\_\_\_\_, 2023", by and between Haven at Sea Bright Urban Renewal, LLC (the "Entity"), an urban renewal entity qualified to do business under the provisions of the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq. (the "LTTE Law"), having its principal offices at 116 Chestnut St., Suite 102, Red Bank, New Jersey 07701 and the Borough of Sea Bright, a municipal corporation in the County of Monmouth and the State of New Jersey (the "Borough", and together with the Entity, the "Parties" or "Party").

WITNESSETH:

WHEREAS, pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "LRHL"), Block 13, Lots 13, 14, 15, 17, 18, 20, 21 and 22; Block 14, Lots 12 and 14; and Block 15, Lots 5 (formerly Lots 5, 6, and 7), 8, 9, 10, 11 and 12 as identified on the tax maps of the Borough (as further defined in Section 1.2 herein, and as more specifically described in Exhibit 2 to the Application (the "Project Site") have been designated by the Mayor and Council as an "area in need of redevelopment" ("Redevelopment Area"); and

WHEREAS, on October 9, 2020, by Ordinance No. 10-2020, the Mayor and Borough Council approved a redevelopment plan for the revitalization and redevelopment of the Redevelopment Area entitled Sea Bright River Properties Redevelopment Plan, as amended by Ordinance No. 13-2022, adopted December 20, 2022 (and as same may be further amended from time to time, the "Redevelopment Plan"), a copy of which is on file with the Borough Clerk; and

WHEREAS, on \_\_\_\_\_, the Entity, through an affiliated entity, entered into an agreement with the Borough governing the Entity's redevelopment of the Project Site pursuant to the Redevelopment Plan (the "Redevelopment Agreement") pursuant to which the Redeveloper will construct, or cause to be constructed thereon, the Project (as defined in Section 1.2 of this Agreement); and

WHEREAS, the Entity filed the application attached hereto as Exhibit A (the "Application") seeking a long term tax exemption pursuant to the LTTE Law and approval of this Agreement; and

WHEREAS, by Ordinance # [\_\_\_\_\_], adopted on \_\_\_\_\_, 2023, a copy of which is attached to this Agreement as Exhibit B the Borough Council approved the Entity's Application and authorized the execution of this Agreement; and

WHEREAS, in that Ordinance, the Borough made the following findings in accordance with Section 11 of the LTTE Law with respect to the Project (as hereinafter defined):

1. Relative Benefits of the Project: In accordance with LTTE, specifically N.J.S.A. 40A:20-11(a), the Borough hereby finds and determines that this Agreement is to the direct benefit of the health, safety, welfare and financial well-being of the Borough and its citizens. The Project will accelerate the redevelopment successful marketing and sales of the Project. Further, the Project will generate jobs, increase tax ratables and provide public improvements. When compared to the costs, if any, associated with the tax exemption, the Borough finds that the benefits outweigh the costs, recognizing that the Borough will retain ninety-five percent (95%) of the amount of the PILOT.

2. Assessment of the Importance of the Tax Exemption: In accordance with LTTE, specifically N.J.S.A. 40A:20-11(a), the Borough hereby finds and determines that this Agreement is a critical incentive for the Entity in obtaining development of the Project and influencing the locational decisions of the probable occupants of the Project: The tax exemption facilitates the successful development of the Project by making the units more attractive to purchasers resulting in the development of the Project in an area that contained vacant and underutilized parcels and for which the Borough has previously been seeking redevelopers. As a result, the locational decisions of the probable purchasers will be influenced positively by the tax exemption.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

## ARTICLE I

### GENERAL PROVISIONS

#### Section 1.1 Governing Law

This Agreement shall be governed by the laws of the State of New Jersey, including but not limited to the provisions of the LTTE Law, the LRHL, the Ordinance approving this Agreement, and all other Applicable Laws. It is expressly understood and agreed that the Borough expressly relies upon the facts, data, and representations contained in the Application in granting this tax exemption.

#### Section 1.2 General Definitions

Unless specifically provided otherwise or the context otherwise requires, when used in this Agreement, defined terms shall have the meaning set forth in the Preamble hereto and the following terms shall have the meanings set forth below:

**Administrative Fee** – An annual fee paid to the Borough by the Entity, as set forth in Section 4.06 of the Agreement.

**Allowable Net Profit** – The amount arrived at by applying the Allowable Profit Rate to the Total Project Cost (as such terms are defined in this Section 1.2) pursuant to the provisions of *N.J.S.A. 40A:20-3(b)*.

**Allowable Profit Rate** – The greater of 12% or the percentage per annum arrived at by adding 1.25% to the annual interest percentage rate payable on the Entity's initial permanent mortgage financing. If there is no permanent mortgage financing, or if the Project is internally financed by the Entity or by another entity related to the Entity, the allowable profit rate shall be the greater of 12% or the percentage per annum arrived at by adding 1.25% per annum to the interest rate per annum which the City determines to be the prevailing rate on mortgage financing on comparable improvements in Monmouth County. For purposes of this Agreement, the Allowable Profit Rate shall not be less than 12%, all in accordance with *N.J.S.A. 40A:20-3(b)*.

**Annual Service Charge** - The amount the Entity has agreed to pay the Borough for municipal services in lieu of conventional real property taxes, and computed in accordance with *N.J.S.A. 40A:20-12(b)(1)*, as more fully set forth in Article IV of this Agreement.

**Applicable Law** – All federal, State and local laws, ordinances, approvals, rules, regulations and requirements applicable thereto including, but not limited to, the LRHL, the LTTE Law, as applicable, relevant construction codes including construction codes governing access for persons with disabilities, and such zoning, sanitary, pollution and other environmental safety ordinances, laws and such rules and regulations thereunder.

**Auditor's Report** - A complete, annual audited financial statement outlining the financial status of the Entity as it relates to the Project and reporting the Annual Gross Revenues,

Net Profit and Total Project Cost (as such terms are defined in this Section 1.2) and fully detailing all items required under the LTTE Law which has been prepared by a certified public accountant who is licensed to practice that profession in the State of New Jersey.

**Certificate of Occupancy** - A temporary or permanent Certificate of Occupancy, as such term is defined in the New Jersey Administrative Code issued by the Borough authorizing occupancy of a building, in whole or in part, pursuant to N.J.S.A. 52:27D-133.

**Commencement Date** - The effective date of the tax exemption granted pursuant to this Agreement, which shall be the first day of the month following the Date of Completion (as such term is defined in this Section 1.2).

**Completion** - The determination by the Borough that the Project, or any Unit thereof, is ready for the use intended, which ordinarily shall mean the date on which the unit receives, or is eligible to receive, any certificate of occupancy. The Entity shall have an obligation to apply for a temporary certificate of occupancy or a certificate of occupancy as soon as the Project Site or a Unit is substantially ready for occupation. The Entity shall not intentionally delay application for a Certificate of Occupancy by postponing installation or construction of improvements required for a Certificate of Occupancy. Failure of the Entity to seek any Certificate of Occupancy, and file it once issued, shall not affect any action or inaction taken by the Borough's assessor in the absence of such filing by the Entity. For the purpose of assessment, the Borough may rely on the estimated cost of the project as set forth in the Application to determine construction costs.

**Cure Period** - As defined in Section 9.2 of this Agreement.

**Default** - As defined in Section 9.1 of this Agreement.

**Default Notice** - As defined in Section 9.2 of this Agreement.

**Gross Revenues** - The annual gross revenue or annual gross rents, as appropriate, and other income, received by the Entity as defined by N.J.S.A. 40A:20-3(a), specifically excluding, without limitation, extraordinary items, condemnation awards, insurance proceeds, gains from sales, transfers, or assumption of the Project or any part thereof, proceeds of any financing or refinancing, proceeds from any disposition of a partner or a partner's interest in the Entity or any successor entity. Any gain realized by the Entity on the sale of any unit in fee simple, shall not be included in computing Gross Revenue.

**In Rem Tax Foreclosure** - A summary proceeding by which the Borough may enforce the lien for taxes due and owing by a tax sale, pursuant to N.J.S.A. 54:5-1 et seq.

**Material Conditions** - As defined in Section 4.4 of this Agreement.

**Minimum Annual Service Charge** - The total taxes levied against all real property in the area covered by the Project, or the phase of the Project for which the exemption is in effect, in the last full tax year in which the Project Site was subject to taxation. The Minimum Annual Service Charge shall be paid in each year in which the Annual Service Charge, calculated pursuant to this Agreement and N.J.S.A. 40A:20-12, would be less than the Minimum Annual Service Charge.

**Net Profit** - The Gross Revenue of the Entity pertaining to the Project, less all operating and non-operating expenses of the Entity, all determined in accordance with generally

accepted accounting principles and the provisions of N.J.S.A. 40A:20-3(c), which includes but is not limited to Debt Service, an amount sufficient to amortize the Total Project Cost over the term of the exemption, and all other expenses permitted under the provisions of N.J.S.A. 40A:20-3(c). Any gain realized by the Entity on the sale of any unit in fee simple, shall not be included in computing Net Profit.

**Project** – The Project consists of the residential development of the Project Site, as described in more detail in the Application.

**Project Site** - The Project Site is defined in the recitals hereto and as described in the Application and approved by the Planning Board of the Borough.

**Tax Assessor** – The tax assessor the Borough of Sea Bright.

**Total Project Cost** – The total cost of construction of the Project through the date a Certificate(s) of Occupancy is issued for the entire Project, which categories of cost are as defined in N.J.S.A. 40A:20-3(h), and which items are set forth in Exhibit 4, Section 9 of the Application. There shall be included in Total Project Cost the actual costs incurred to construct the Improvements which are specifically described in the Application.

**Unit** – Each for-sale condominium/fee simple unit to be constructed and established pursuant to the Project.

**Unit Purchaser** – The purchaser/owner of each for-sale condominium/fee simple unit, each of whom shall be entitled to the tax exemption granted pursuant to this Agreement.

**ARTICLE II**  
**APPROVAL**

**Section 2.1 Approval of Tax Exemption**

The Borough has granted approval of a tax exemption for the Project Site to be developed by the Entity in accordance with the provisions of the LTTE Law and the terms and conditions set forth in this Agreement.

**Section 2.2 Approval of Entity**

Approval is granted to the Entity whose certificate of formation is attached as Exhibit 1 to the Application. The Entity represents that its certificate of formation contains all the provisions required by the LTTE Law, has been reviewed and approved by the Commissioner of the Department of Community Affairs and has been filed in accordance with N.J.S.A. 40A:20-5.

**Section 2.3 Project to be Developed**

The Entity represents that it will construct or cause to be constructed the Project on the Project Site, in accordance with the Redevelopment Plan and the Redevelopment Agreement.

**Section 2.4 Construction Schedule and Force Majeure**

The Entity agrees to diligently undertake to commence redevelopment of the Project Site in accordance with the estimated Construction Schedule set forth in the Redevelopment Agreement, subject to a delay for Force Majeure, pursuant to Section 9.3 of the Redevelopment Agreement.

**Section 2.5 Ownership, Management and Control**

The Entity represents that it is the contract purchaser of the Property. The Entity represents that upon completion, the Project, including all land and improvements, shall be used, managed and operated for the purposes set forth in the Application, in accordance with the Redevelopment Plan and all applicable laws.

**Section 2.6 Source, Method and Amount to be Invested**

Pursuant to N.J.S.A. 40A:20-8(c), the Entity represents that its good faith projections of the Project revenues, estimated expenditures for operation and maintenance, payments for, amortization of debt and reserves, and Annual Service Charge shall be as set forth on Exhibit 3 to the Application.

**Section 2.7 Borough's Covenants and Representations**

The designation of the area as an area in need of redevelopment and the preparation and adoption of the Redevelopment Plan by appropriate Borough ordinance were performed in full compliance with the LRHL.

## DURATION OF AGREEMENT

### **Section 3.1 Term**

This Agreement shall become effective upon its execution and delivery by the Parties. So long as there is compliance with Applicable Law and this Agreement, this Agreement shall remain in effect until the expiration of the tax exemption granted and referred to in Section 2.1 of this Agreement. The tax exemption shall remain in effect for fifteen (15) years from the Commencement Date for each Unit. Notwithstanding, the tax exemption shall terminate for the Project and every Unit therein upon the expiration of sixteen (16) years from issuance of the first Certificate of Occupancy for a Unit of the Project, unless it is sooner terminated pursuant to Section 3.3 or Article X of this Agreement. Upon the termination or expiration of the term of this Agreement, the tax exemption on the Project shall terminate and the Project Site and the Project shall thereafter be assessed and taxed according to general law applicable to other non-exempt property.

### **Section 3.2 Date of Termination**

The date of termination of tax exemption, whether by relinquishment by the Entity or by terms of the financial agreement, shall be deemed the close of the fiscal year of the Entity.

### **Section 3.3 Voluntary Termination by Entity**

The Entity may at any time after the expiration of one year from the completion of the Project notify the Borough that as of a certain date designated in the notice, it relinquishes its status under the Long Term Tax Exemption Law and that the Entity has obtained the consent of the Commissioner of the Department of Community Affairs. Upon termination of the Agreement, all restrictions and limitations upon the Entity shall terminate upon the Entity's rendering and the Borough's acceptance of its final accounting, pursuant to N.J.S.A. 40A:20-13.

**ARTICLE IV**  
**ANNUAL SERVICE CHARGE**

**Section 4.1 Annual Service Charge**

(a) In consideration of the Agreement, the Entity or Unit Purchaser shall make payment to the Borough of an amount equal to the greater of:

- (i) the Annual Service Charge, or
- (ii) the Minimum Annual Service Charge or
- (iii) the Staged Adjustments (described below).

(b) Pursuant to N.J.S.A. 40A:20-12 and N.J.S.A. 40A:20-14(a), the Annual Service Charge shall be an amount equal to ten percent (10%) of the Annual Gross Revenue as defined herein.

Pursuant to N.J.S.A. 40A:20-14(a) "Annual Gross Revenue" shall mean the amount equal to the annual aggregate constant payments to principal and interest, assuming a purchase money mortgage encumbering the condominium Unit to have been in an original amount equal to the initial value of the Unit with its appurtenant interest in the common elements as stated in the master deed, if unsold by the Entity, or, if the Unit is held by a Unit Purchaser, from time to time, the most recent true consideration paid for a deed to the condominium Unit in a bona fide arm's length sale transaction, but not less than the initial assessed valuation of the condominium Unit assessed at 100% of true value, plus the total amount of common expenses charged to the Unit pursuant to the bylaws of the condominium association. The constant payments to principal and interest shall be calculated by assuming a loan amount as stated above at the prevailing lawful interest rate for mortgage financing or comparable properties within the municipality as of the date of the recording of the unit deed.

(c) The Minimum Annual Service Charge shall be the amount of the total taxes levied against all real property in the Project Site in the last full tax year in which the area was subject to taxation, and the Minimum Annual Service charge shall be paid in each year in which the Annual Service Charge calculated pursuant to this section or the financial agreement would be less than the Minimum Annual Service Charge.

(d) If the Entity or a Unit Purchaser fails to timely pay the Annual Service Charge, the amount unpaid shall bear the highest rate of residential interest permitted in the case of unpaid taxes or tax liens in the Borough until paid.

**Section 4.2 Schedule of Staged Adjustments**

The Annual Service Charge shall be reviewed and, if and as necessary, adjusted in stages over the term of this Agreement in accordance with N.J.S.A. 40:20-12(b) as follows:

(i) Stage One (years 1-11): For each of the eleven (11) years following the Commencement Date, the Annual Service Charge shall be the amount determined pursuant to Section 4.1(a)(i) and (b) of this Agreement.



(ii) Stage Two (year 12): The Annual Service Charge shall be an amount equal to the greater of the amount established pursuant to Section 4.1(a)(i) and (b) of this Agreement or 20% of the amount of the taxes otherwise due on the value of the Project Site and Project;

(iii) Stage Three (year 13): The Annual Service Charge shall be an amount equal to the greater of the amount established pursuant to Section 4.1(a)(i) and (b) of this Agreement or 40% of the amount of the taxes otherwise due on the value of the Project Site and Project;

(iv) Stage Four (year 14): The Annual Service Charge shall be an amount equal to the greater of the amount established pursuant to Section 4.1(a)(i) and (b) of this Agreement or 60% of the amount of the taxes otherwise due on the value of the Project Site and Project;

(v) Final Stage (year 15): The Annual Service Charge shall be an amount equal to the greater of the amount established pursuant to Section 4.1(a)(i) and (b) of this Agreement or 80% of the amount of the taxes otherwise due on the value of the Project Site and Project.

#### **Section 4.3 Quarterly Installments**

The Annual Service Charge shall be billed in quarterly installments and payment shall be due on those dates when real estate tax payments are due, subject nevertheless to adjustment for over or underpayment within thirty (30) days after the close of each fiscal or calendar year, as the case may be. The Annual Service Charge shall be prorated in the year in which the Annual Service Charge commences and the year in which the exemption expires or terminates.

#### **Section 4.4 Material Conditions**

It is expressly agreed and understood that all payments of the Annual Service Charges, and any interest payments, penalties or costs of collection due thereon are material conditions of this Agreement (the "Material Conditions"). If any other term, covenant or condition of this Agreement, as to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition as it relates to any person, entity or circumstance other than those held invalid or unenforceable, shall not be affected thereby, and each remaining term, covenant or condition of this Agreement shall be valid and enforced to the fullest extent permitted by applicable law.

In the event that the exemption of land taxes provided for hereunder, and as provided under N.J.S.A. 40A:20-12, is invalidated by a court of competent jurisdiction, the Parties agree that this Agreement shall remain in full force and effect, and the Entity will be entitled to a credit against the Annual Service Charge for the amount, without interest, of the land tax payments paid by it in the four preceding quarterly installments. The Borough agrees that the land tax credit shall be reflected in the Annual Service Charge invoice.

#### **Section 4.5 Administrative Fee**

The Entity or Unit Purchaser shall pay an Administrative Fee to the Borough in the amount equal to 2% of the previous year's Annual Service Charge.

**ARTICLE V**  
**CERTIFICATE OF OCCUPANCY**

**Section 5.1**                    **Certificate of Occupancy: Application and filing**

It shall be the obligation of the Entity to apply for a Certificate of Occupancy within a reasonable period of time after the date of completion. It shall be the responsibility of the Entity to forthwith file with both the Tax Assessor and the Tax Collector of the Borough a copy of each Certificate of Occupancy it obtains for any portion or Unit of the Project.

## ARTICLE VI

### ANNUAL REPORTS / MUNICIPAL CERTIFICATION

#### **Section 6.1 Accounting System**

The Entity agrees to maintain a system of accounting and internal controls established and administered in accordance with Generally Accepted Accounting Principles and/or as otherwise prescribed in the LTTE Law during the term of this Agreement.

#### **Section 6.2 Periodic Reporting**

(a) Total Project Cost Audit. Within ninety (90) days after the Date of Completion, the Entity shall cause the actual construction costs to be certified and verified to the municipality and the municipal governing body by an independent and qualified architect.

(b) Annual Auditor's Report. Within ninety (90) days after the close of each fiscal or calendar year, depending on the Entity's accounting basis during the term of this Agreement, the Entity shall submit to the Mayor and Council and the Division of Local Government Services in the Department of Community Affairs, its Auditor's Report for the preceding fiscal or calendar year. The Auditor's Report shall include, but not be limited to, the terms and interest rate on any mortgage(s) associated with the purchase and development of the Project and such details as may be related to the financial affairs of the Entity and to its operation and performance hereunder, pursuant to the LTTE Law and this Agreement. The Auditor's Report shall include, but not be limited to, Net Profit, Annual Gross Revenues, and itemizations of operating and non-operating expenses, mortgage interest and terms, amortization of improvements and such other computations of income and expenses.

(c) Disclosure Statement. Within ten (10) days after each anniversary date of the execution of this Agreement, the Entity shall submit to the Mayor and Council a disclosure statement listing the persons having an ownership interest in the Project, and the extent of the ownership interest of each person.

#### **Section 6.3 Audit and Verification by Borough**

Any Auditor's Report or Total Project Cost audit submitted by the Entity pursuant to Section 6.2 of this Agreement, and any books, documents, records, reports or work papers used in preparation of same, shall be subject to audit, examination and verification by the Borough or its designee. Any dispute arising from such audit, examination and verification shall be resolved in accordance with Article 11 of this Agreement.

#### **Section 6.4 Inspection**

The Entity shall permit the inspection of its Project Site and the Project and also permit, upon request, examination and audit of its books, contracts, records, documents and papers by duly authorized representatives of the Borough or the State of New Jersey. Such examination or audit shall be made upon ten (10) business days notice during regular business hours, in the presence of an officer or agent designated by the Entity. To the extent reasonably possible, the examination, inspection or audit will not materially interfere with the construction or operation of the Project.

ARTICLE VII

LIMITATION OF PROFITS AND RESERVES

**Section 7.1 Limitation of Profits and Reserves**

(a) During the period of this Agreement as provided herein, the Entity shall be subject to a limitation of its profits pursuant to the provisions of N.J.S.A. 40A:20-15.

(b) The Entity shall have the right to establish, at any time during the term of this Agreement, and to maintain at its discretion a reserve against unpaid rents and reasonable contingencies, in an amount equal to ten percent (10%) of the Gross Revenues of the Entity for the last full fiscal year, and may retain such part of the excess Net Profits as may be necessary to eliminate any deficiency in that reserve, as provided in N.J.S.A. 40A:20-15; provided, however, that in no event shall any portion of excess Net Profits be retained or contributed to such reserve if the amount of the reserve as of the end of such fiscal year equals or exceeds ten percent (10%) of the preceding fiscal year's Gross Revenues.

**Section 7.2 Annual Payment of Excess Net Profits**

If the Net Profit, in any fiscal year, shall exceed the Allowable Net Profit for such period, then in accordance with N.J.S.A. 40A:20-15, the Entity, within one hundred twenty (120) days after the end of such fiscal year, shall pay such excess Net Profit to the Borough as an additional Annual Service Charge; provided, however, that the Entity may maintain a reserve as determined pursuant to Section 7.1 of this Agreement.

For the purpose of determining compliance with N.J.S.A. 40A:20-15, there is expressly excluded from the calculation of Annual Gross Revenue and from Net Profit any gain realized by the Entity on the sale of any Units or the sale of all or a portion of the Project, whether or not taxable under applicable law.

For the purpose of determining compliance with N.J.S.A. 40A:20-15, the calculation of an Entity's "excess net profits" shall include those project costs directly attributable to site remediation and cleanup expenses and any other costs excluded in the financial agreement as provided for in N.J.S.A. 40A:20-3(h).

**Section 7.3 Payment of Reserve/Excess Net Profit Upon Termination, Expiration or Sale**

The date of termination of the tax exemption, whether by relinquishment by the Entity or by the terms of this Agreement, shall be deemed to be the close of the fiscal year of the Entity. Within ninety (90) days after such date, the Entity shall pay to the Borough the amount of the reserve, if any, maintained by it pursuant to this Section 7.3 and the excess Net Profit, if any, payable as of that date.

ARTICLE VIII

ASSIGNMENT / CONVEYANCE / ASSUMPTION

Section 8.1 Restrictions on Transfer

(a) The provisions of this Section 8 impose limitations that are limited to transfers of the tax exemption for the Project and this Agreement rather than the Project Site itself or any Unit thereof. Except as set forth in the following subsections, the Entity may not voluntarily transfer more than ten percent (10%) of the ownership of the Project or any portion thereof until it has first removed both itself and the Project from all restrictions imposed by the LTTE Law, in the manner provided by the LTTE Law.

(b) The Borough, on written request by the Entity, will consent to a transfer of the Project or any interest therein greater than ten percent (10%) to an entity eligible to operate under the LTTE Law (a "Transferee"), provided (i) the Entity is not in Default regarding any performance required of it hereunder, (ii) the Entity has fully complied with the LTTE Law, (iii) the Transferee qualifies as an "urban renewal entity" within the meaning of the LTTE Law and (iv) the obligations under this Agreement are fully assumed by the Transferee and the requirements of the Redevelopment Agreement have been met with respect to transfers.

(c) The Borough hereby consents to the sale of the Units to Unit Purchasers in the condominium if the Project or any portion thereof has been devoted to condominium ownership, and to their successors or assigns and that, upon assumption by the condominium Unit Purchaser of the Entity's obligations for payment of the Annual Service Charge under this Agreement, the tax exemption of the Project, land shall continue and inure to the Unit Purchaser, and his/her/its respective successors or assigns.

(d) Nothing contained herein shall prohibit any transfer of any ownership interest in the Entity itself provided that the transfer is disclosed to the Borough Council in the next Auditor's Report or in correspondence sent to the Borough Clerk in advance of the next Auditor's Report.

(e) If the Entity transfers the Project to another urban renewal entity, and the transferee entity has assumed all of the Entity's contractual obligations under this Agreement, then, pursuant to N.J.S.A. 40A:20-6, the Entity shall be discharged from any further obligation under this Agreement and shall be qualified to undertake another project pursuant to the LTTE Law. During the time when the Entity owns the Project, the transferee entity shall be obligated to pay excess profits of the transferee entity to the Borough in accordance with the provisions of N.J.S.A. 40A:20-15 or N.J.S.A. 40A:20-16, whichever may apply. Within ninety (90) days after the close of the Entity's fiscal year, which shall be considered the date of transfer of title for purposes of this paragraph, during the time when the Entity owns any portion of the Project, the Entity shall pay to the Borough the amount of the reserve, if any, maintained by it pursuant to this Agreement, as well as any excess profit payable to the Borough pursuant to this Agreement and N.J.S.A. 40A:20-15 or N.J.S.A. 40A:20-16, whichever may apply.

## ARTICLE IX

### DEFAULT AND REMEDIES

#### Section 9.1 Default

“Default” shall be the failure of the Borough or the Entity to perform any obligation imposed upon the Borough or the Entity, respectively, by the terms of this Agreement, beyond any applicable notice, cure or grace period.

#### Section 9.2 Cure Upon Default

(a) Should either Party to this Agreement be in Default, the non-defaulting Party shall send written notice to the defaulting Party of the Default (the “Default Notice”). The Default Notice shall set forth with particularity the basis of the Default. The defaulting Party or a Party acting on its behalf shall have sixty (60) days, or in the case of a breach of a Material Condition, thirty (30) days from receipt of the Default Notice (the “Cure Period”), to cure any Default. However, if the Default or violation is one which cannot be completely remedied within the Cure Period, it shall not be an Event of Default as long as the defaulting party has commenced the cure within the sixty (60) day period after receipt of a Default Notice and is proceeding with due diligence to remedy the same as soon as practicable but in no event later than the later of: (a) one hundred twenty (120) days after such written notice, or (b) a date agreed to by the Parties, to reach compliance.

(b) Upon the expiration of the Cure Period, or any approved extension thereof, and providing that the Default is not cured, the non-defaulting Party shall have the right to terminate this Agreement in accordance with Section 10.1 of this Agreement.

#### Section 9.3 Remedies Upon Default

(a) In the event of any Default not cured within the Cure Period or any extension thereof, the non-defaulting Party shall, in addition to its other remedies, have the right to declare a Default and terminate this Agreement subject to the Default procedures set forth in this Article IX of this Agreement. In the case of a Default of a Material Condition by the Entity, the Borough may also proceed against the Project Site pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:5-1 et seq. All of the remedies provided in this Agreement shall be cumulative and concurrent; provided, however, that no claim for damages may be brought against the Redeveloper, other than a claim for payments due hereunder.

(b) Either Party's election of any remedy shall not be construed as a waiver of any other remedies available to that Party. Specifically, the bringing of any action for the Annual Service Charge, or for breach of covenant or the resort to any other remedy herein provided shall not be construed as a waiver of the Borough's right to terminate this Agreement or to proceed with a tax sale or In Rem Tax Foreclosure action or any other remedy. The Entity does not waive any defense it may have to contest the rights of the Borough to proceed in the above-mentioned manner.

(c) The provisions of Article IX shall apply to a Unit Purchaser for non-payment of the Annual Service Charge.

**ARTICLE X**  
**TERMINATION**

**Section 10.1 Termination Upon Default**

If either Party fails to cure or remedy any Default within the applicable Cure Period, the non-defaulting Party may terminate this Agreement upon thirty (30) days written notice.

**Section 10.2 Voluntary Termination by the Entity**

The Entity may at any time after one (1) year from Commencement Date, notify the Borough that, as of a date certain designated in the notice, it relinquishes its status as an urban renewal entity. As of the date provided in such notice, this Agreement shall terminate and the tax exemption, Annual Service Charge, and limitation on profits and dividends shall terminate. Such termination shall not affect the tax exemption and obligation to pay Annual Service Charges for any Unit Purchasers.

**Section 10.3 Final Accounting**

Within ninety (90) days after the date of termination of this Agreement, whether by the Entity's voluntary relinquishment or by virtue of the provisions of the LTTE Law or the terms of this Agreement, the Entity shall provide a final Accounting and pay to the Borough the reserve, if any, pursuant to the provisions of N.J.S.A. 40A:20-13 and -15 as well as any excess Net Profit. For purposes of rendering a final accounting, the date of termination shall be deemed the close of the fiscal year of the Entity.

**Section 10.4 Conventional Taxation**

Upon the termination or expiration of this Agreement and thereafter, the Project, or applicable Unit thereof, shall be assessed and conventionally taxed according to the general law applicable to other taxable property in the Borough.

**ARTICLE XI**  
**DISPUTE RESOLUTION**

**Section 11.1 Arbitration**

In the event of a disagreement between the Parties with respect to this Agreement, including but not limited to the interpretation of this Agreement or the obligations of the Parties hereunder, the Parties may elect to submit the dispute to: 1) the New Jersey Superior Court; 2) the American Arbitration Association in Monmouth County, New Jersey to be determined in accordance with its rules and regulations in such a fashion to accomplish the purpose of the LTTE Law, or (3) a mediator acceptable to both Parties. In the event the dispute is submitted to Arbitration, each Party to this Agreement shall designate an arbitrator, and the two (2) arbitrators shall choose a third arbitrator. The arbitrators designated and acting under this Agreement shall make a determination regarding the issue(s) in controversy in strict conformity with the terms of this Agreement and Applicable Law, and shall have no power to depart from, or change any of the provisions of this Agreement, except as authorized herein. The cost for the arbitration shall be borne equally by the Parties.



**ARTICLE XII**

**NOTICE**

**Section 12.1 Service**

A notice, demand or other communication under this Agreement by any Party to the other shall be in writing and shall be hand delivered by messenger (with receipt acknowledged in writing), delivered by overnight delivery service (guaranteeing overnight delivery, with receipt acknowledged in writing), delivered personally, or delivered by electronic transmittal or by facsimile transmission (evidenced by printed confirmation of receipt specifying the receiving telephone number or electronic mail address) to the Parties at their respective addresses (or facsimile numbers, as the case may be) set forth herein, except that notice of (a) an Event of Default and (b) the institution of legal proceedings may not be delivered by facsimile.

**Section 12.2 Sent by Borough**

When sent by the Borough to the Entity, unless the Entity shall have notified the Borough in writing otherwise, notice shall be addressed to:

Steven Denholtz  
Haven at Sea Bright Urban Renewal, LLC  
116 Chestnut Street, Suite 102  
Red Bank, New Jersey 07701

With copies sent to:

Wilentz, Goldman & Spitzer P.A.  
90 Woodbridge Center Drive, Box 10  
Suite 900  
Woodbridge, New Jersey 07095  
Attn: Robert Beckelman, Esq.  
rbeckelman@wilentz.com

In addition, provided the Borough is sent a formal written notice in accordance with this Agreement, of the name and address of Entity's mortgagee, the Borough agrees to provide such mortgagee with a copy of any notice required to be sent to the Entity.

**Section 12.3 Sent by Entity**

When sent by the Entity to the Borough, notice shall be addressed to:

Joseph Verrani  
Business Administrator  
Borough of Sea Bright  
1099 Ocean Avenue  
Sea Bright, New Jersey 07760

With copies sent to:

Bathgate Wegener & Wolf, P.C.  
1 Airport Road  
Lakewood New Jersey 08701  
Attn: William J. Wolf, Esq.  
Email: WWolf@bathweg.com

Any notice to the Borough shall fully identify the Project to which it relates, (i.e., the full name of the Entity and the location of the Project Site, identified by Block and Lot numbers).

**ARTICLE XIII**  
**SEVERABILITY**

**Section 13.1 Severability**

If any term, covenant or condition of this Agreement or the Application, except a Material Condition, shall be judicially declared to be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

If a Material Condition shall be judicially declared to be invalid or unenforceable and provided the Entity is not in Default of this Agreement, the Parties shall cooperate with each other to take the actions reasonably required to restore this Agreement in a manner contemplated by the Parties. This shall include, but not be limited to the authorization and re-execution of this Agreement in a form reasonably drafted to effectuate the original intent of the Parties. However, the Borough shall not be required to agree to restore this Agreement if such restoration would result in any material reduction or loss of the economic benefits due to the Borough under this Agreement.

**ARTICLE XIV**  
**CERTIFICATION**

**Section 14.1 Certification**

The Municipal Clerk shall certify to the Tax Assessor, pursuant to N.J.S.A. 40A:20-12, that an Agreement with the Entity, for the development of the Redevelopment Area, has been entered into and is in effect as required by N.J.S.A. 40A:20-1, et seq. Delivery by the Municipal Clerk to the Tax Assessor of a certified copy of Ordinance No. \_\_\_\_\_ adopted by the Borough Council on \_\_\_\_\_ approving the tax exemption described herein and this Agreement shall constitute the required certification. Upon certification as required hereunder, the Tax Assessor shall implement the exemption and continue to enforce that exemption without further certification by the Clerk until the expiration of the entitlement to exemption by the terms of this Agreement or until the Tax Assessor has been duly notified by the Clerk that the exemption has been terminated.

Further, upon the adoption of this Agreement, a certified copy of the Ordinance, Ordinance No. \_\_\_\_\_ adopted by the Governing Body approving the tax exemption described herein and this Agreement shall forthwith be transmitted to the Director of the Division of Local Government Services by the Municipal Clerk.

**ARTICLE XV**  
**MISCELLANEOUS**

**Section 15.1 Construction**

This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey, and without regard to or aid of any presumption or other rule requiring construction against the Party drawing or causing this Agreement to be drawn since counsel for both the Entity and the Borough have combined in their review and approval of same.

**Section 15.2 Conflict**

The Parties agree that in the event of a conflict between the Application and the language contained in this Agreement, this Agreement shall govern and prevail. In the event of conflict between this Agreement and the LTTE Law, the LTTE Law shall govern and prevail.

**Section 15.3 Oral Representations**

There have been no oral representations made by either of the Parties hereto which are not contained in this Agreement.

**Section 15.4 Entire Document**

This Agreement, with all attachments, schedules, and exhibits, the Application, and the Ordinance shall constitute the entire agreement between the Parties, shall be incorporated herein by reference thereto and there shall be no modifications thereto other than by a written instrument approved and executed by, and delivered to, each Party. All prior agreements and understandings, if any, are superseded.

**Section 15.5 Good Faith**

In their dealings with each other, good faith is required from the Entity and the Borough.

**Section 15.6 Pronouns**

"He" or "it" shall mean the masculine, feminine or neuter gender, the singular, as well as the plural, as the context requires. Unless otherwise indicated, defined terms in the singular form shall include the plural and vice versa.

**Section 15.7 Headings**

Article, Section and subsection headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect.

**Section 15.8 Counterparts**

This Agreement may be executed in any number of counterparts, and by different Parties hereto in separate counterparts, each of which when so duly executed and delivered shall be deemed an original, but all such counterparts taken together shall constitute but one and the same instrument.

**ARTICLE XVI**

**EXHIBITS**

**Section 16.1 Exhibits**

The following Exhibits are attached hereto and incorporated herein as if set forth at length herein:

Exhibit:

- A. The Application with Exhibits
- B. Ordinance # [ ] of the Borough authorizing execution of this Agreement.

IN WITNESS WHEREOF, the Parties have caused these presents to be executed the day and year first above written.

ATTEST:

ENTITY  
Haven at Sea Bright Urban Renewal LLC

\_\_\_\_\_

By: \_\_\_\_\_  
Steven Denholtz, Managing Member

ATTEST:

BOROUGH OF SEA BRIGHT

\_\_\_\_\_

By: \_\_\_\_\_  
Brian P. Kelly, Mayor

Borough Clerk

**ORDINANCE NO. 07-2023**

**AN ORDINANCE OF THE BOROUGH OF SEA BRIGHT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY AMENDING AND SUPPLEMENTING IN FULL, CHAPTER 175 "SMALL CELL WIRELESS FACILITIES" OF THE CODE OF THE BOROUGH OF SEA BRIGHT AND ESTABLISHING PROCEDURES AND STANDARDS REGARDING DEPLOYMENT OF SMALL WIRELESS FACILITIES IN PUBLIC RIGHTS-OF-WAY IN THE BOROUGH OF SEA BRIGHT**

**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.** The Code of the Borough of Sea Bright, Part II, "General Legislation," be and as hereby amended and supplemented to add Chapter 175 "Small Cell Wireless Facilities," to read in full as follows:

**175-1. 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 U.S.C. § 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:

***New Pole***

A New Pole is a structure used to mount a Small Wireless Facility and which does not replace an existing pole. A New Pole shall be a stealth pole.

***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

***Replacement Pole***

A pole which replaces an Existing Pole. A New Pole shall be a stealth pole.

***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.

***Stealth Pole***

A decorative metal or stealth structure pole that conceals, disguises or camouflages three 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. The pole should be of an inherently rust-resistant material (i.e. aluminum alloys or stainless steel). Stealth Poles shall be built with the capability to house three carriers within the base of the pole. However, the pole antenna does not have to be at the height to accommodate three carriers when built. The pole antenna may be extended as required by additional carriers. Stealth Poles should be a maximum of 55 feet after the antenna array has been added for the third carrier. Should it be required that a pole be higher than 55 feet, said carrier shall make a waiver request. Stealth Poles shall neither have external latches, external hinges, external cabling, nor external antennas. All 5G equipment shall be housed internally within the pole. The pole should be made of an inherently rust-resistant material (i.e., aluminum alloys or stainless steel) and be a concealed or metal stealth structure. Use of wooden poles is not permitted.

***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.

**175-2. 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 Chapter 382, Article V, Street Openings, 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 five hundred (500) 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). Pole locations should be in accordance with the general siting plan. Pole locations to be constructed within one hundred (100) feet of location on the siting plan do not require a waiver application. Any pole location more than 100 feet from locations on the siting plan requires a waiver pursuant to Section 175-5G. Poles shall not be closer than 500 feet unless a waiver is received pursuant to Section 175-5G. Any pole locations proposed by a carrier closer than 500 feet apart requires a waiver pursuant to Section 175-5G.

**175-3. 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 Stealth Poles that are set forth in Section One: Definitions to this ordinance and such Stealth 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 Stealth Poles that are identified in Section One: Definitions to this ordinance. A replacement pole is a new structure and must be a metal stealth pole capable of housing three carriers within the internal housing unit. No pole shall be greater than 55 feet tall.
- 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 100 ft. radius of those specific locations set forth on the Borough's Wireless Siting Plan unless a waiver is granted pursuant to Section 175- 5G. No more than one (1) Stealth 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 or a

waiver is granted pursuant to Section 175-5G. No Stealth Poles shall be located within 500 ft. of another unless a waiver is granted pursuant to Section 175-5G.

**175-4. Siting Permit Application Process.**

- A. Application Filing. An application for a siting permit to place one or more Small Wireless Facilities 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 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. Authorization for any consultant acting on behalf of the Applicant to speak with the Borough, or a designee of the Borough, for the even if the Applicant cannot be available.
  5. Verification from an appropriate professional that the Small Wireless Facility shall comply with all applicable federal, state and local laws, administrative regulations and codes.
  6. 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.
  7. The Applicant shall certify that the poles are built to allow three (3) carriers to utilize the same pole. The Applicant shall certify that the poles will not be taller than 55 feet. The Applicant shall also verify that the proposed pole being built can be vertically extended to accommodate three total carriers without having to be replaced.

8. 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 coverage maps, the Applicant will place a pole in another location, as evidenced by a waiver application pursuant to Section 175-5G. to the Borough for pole locations to be closer than 500 feet. Such waivers are to be decided by the Borough within 60 days.
9. 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.
10. The Applicant shall certify that the location of all poles will be no closer than five-hundred (500) feet apart. As stated in 175-4B.8., should a carrier demonstrate that acceptable coverage cannot be achieved with 500 feet spacing, such carrier may make an application for a waiver to have pole locations closer than 500 feet. The Borough shall issue a decision on such waivers within 60 days of such Application.
11. The Applicant shall certify the location and number of internal housing units needed for their poles in the Borough of Sea Bright. All poles shall have the capability to house three (3) carriers within one pole at the time of installation.
12. The Applicant shall procure any and all necessary State and/or local permits required for placement of poles in the Borough of Sea Bright.
13. 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.
14. A certification that the Applicant shall remove the Small Wireless Facility, including any equipment or wires, when it is no longer in use.

**175-5. Procedure on Permit Application; No Exclusive Rights.**

- A. The Borough 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) working days, or, fourteen (14) calendar days of receiving an Application, the Borough 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 Borough 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 Borough. Such consent shall be set forth on a form for such purposes which shall be available from the Office of the Borough Clerk. Such consent on behalf of the Borough shall be exercised by the Mayor in his/her reasonable discretion.

- C. The Borough Clerk shall notify the Applicant in writing of the final decision, and if the Application is denied it shall specify the basis for denial; and cite such specific provisions, as to why the Application was denied.
- D. Notwithstanding an initial denial, the Applicant may cure any deficiencies identified by the Borough within thirty (30) days of the denial without paying an additional application fee, provided the Borough Clerk shall approve or deny the revised application within thirty (30) days of receipt of the amended application. Any denial shall be limited to the deficiencies specified in the original notice of denial.
- E. If the Borough fails to act upon an application within the timeframes prescribed by this section, the Applicant may provide written notice to the Borough that the application review and decision period has lapsed. Upon receipt of such notice, Borough 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 Borough fails to act upon an application within the timeframes prescribed by this section.

- F. A siting permit from the Borough 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 Borough of Sea Bright for the delivery of telecommunications services or for any other purpose.
- G. Waiver: The Borough Council may waive any siting standard set forth in this Chapter if the carrier can demonstrate strict enforcement will prohibit or have the effect of prohibiting any interstate or intrastate telecommunications service or personal wireless service. Requirements that may be waived include, but are not limited to: pole distance location, locations in the siting plan and pole height maximums. Such waiver applications must be decided by the Borough within 60 days of the application.

**175-6. Duration.**

No siting permit issued under this ordinance shall be valid for a period longer than twelve (12) 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.

**175-7. 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.

**175-8. 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).

**175-9. 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 pursuant to Chapter 182 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.

#### **175-10. Municipal Access to New Structures.**

An Applicant whose siting permit includes the installation of any new Stealth 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 Stealth 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 TWO.** 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 THREE.** 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 FOUR.** This Ordinance shall take effective immediately upon final passage and publication as provided by law.

**I HEREBY CERTIFY** this to be a true and correct Ordinance of the Mayor and Borough Council of the Borough of Sea Bright, introduced on May 2, 2023 and will be further considered after a Public Hearing held on May 16, 2023, in the Mayor Dina Long Community Room, 1097 Ocean Avenue, 7:00 pm.

**INTRODUCED:** May 2, 2023

**PUBLIC HEARING:** May 16, 2023

**ADOPTED:**

Witness

BOROUGH OF SEA BRIGHT

\_\_\_\_\_  
CHRISTINE PFEIFFER, CLERK

\_\_\_\_\_  
BRIAN KELLY, MAYOR

**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 \_\_\_\_\_, 2023 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."

**W I T N E S S E T H**

**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. \_\_\_\_\_-2023 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).

"Pole" means a concealed or metal stealth pole erected as a new pole, or, a replacement pole in the same location as an already existing pole as defined herein.

"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. \_\_\_\_\_-2023, 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 five hundred (500) feet apart. In the event that the Licensee wishes to place poles closer than 500 feet, the Licensee shall submit an explanation through a waiver application why the Licensee's system could not function at five hundred 500 feet apart and why the Licensee needs the poles closer subject to review and approval by the Borough of Sea Bright pursuant to Section 175-5G.

4. Term. The term of this Agreement shall be ten (10) years, commencing on \_\_\_\_\_, 2023 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 E 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.

ATTEST:

BOROUGH OF SEA BRIGHT

\_\_\_\_\_  
CHRISTINE PFEIFFER, CLERK

\_\_\_\_\_  
BRIAN P. KELLY, MAYOR

ATTEST:

(INSERT LICENSEE NAME)

\_\_\_\_\_  
\_\_\_\_\_, Witness

\_\_\_\_\_  
\_\_\_\_\_

# Untitled Map

Write a description for your map.

## Legend

- Feature 1
- Sea Bright
- South Beach - Area B Sandy Hook New Jersey
- Twin Lights State Historic Site



1 mi

Google Earth

Data SIO, NOAA, U.S. Navy, NGA, GEBCO

**VOUCHER LIST  
MAY 2, 2023  
BOROUGH OF SEA BRIGHT**

2790	ACB SERVICES, INC.		
23-00412	04/13/23 Buildings & Grounds	Open	3,888.73
2703	ACTION UNIFORM CO.		
23-00385	04/11/23	Open	288.00
01042	ATLANTIC TOMORROWS OFFICE		
23-00470	04/28/23 A&E	Open	1,258.34
01631	BOROUGH OF OCEANPORT		
23-00459	04/26/23 COURT	Open	6,500.00
2555	CJM ASSOC. OF SEA BRIGHT		
23-00457	04/26/23 LEASE	Open	500.00
01801	COLLIER ENGINEERING & DESIGN		
22-00225	02/22/22 ENGINEER	Open	196.25
2540	DOG WASTE DEPOT		
23-00144	02/03/23 Streets & Roads	Open	299.98
2444	EAST COAST EMERGENCY LIGHTING		
22-01230	11/04/22	Open	18,972.76
00506	FARMER, JANE		
23-00434	04/25/23 LIBRARY	Open	63.96
2833	FEDERAL RENT A FENCE		
23-00452	04/26/23 Streets & Roads	Open	201.00
01817	FINEGAN, GEORGE		
23-00467	04/27/23 ANIMAL	Open	553.94
01016	FIGORE PAVING, INC.		
23-00463	04/27/23 ROAD PROGRAM	Open	89,661.18
01720	FIREFIGHTER ONE, LLC		
23-00347	03/28/23 OEM	Open	232.50
2879	FORSMAN, JACK		
23-00436	04/25/23 BEACH	Open	183.38
02101	GANNETT NJ NEWSPAPERS		
23-00432	04/25/23 CLERK	Open	120.12
23-00433	04/25/23 PLAN BRD	Open	15.84
23-00468	04/27/23 BLDGS & GRDS	Open	33.44
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			169.40
2710	HOLMDEL TOWNSHIP		
23-00458	04/26/23 FISCAL	Open	3,567.17
01285	HOME DEPOT CREDIT SERVICES		
23-00383	04/11/23 Buildings & Grounds	Open	78.38
00297	JESSE A. HOWLAND & SONS, INC.		
23-00456	04/26/23 LEASE	Open	1,705.00
00108	LEON S. AVAKIAN, INC.		
23-00471	04/28/23 ENGINEER	Open	2,150.00
01854	MONMOUTH COUNTY BOARD/TAXATION		
23-00430	04/25/23 TAX ASSESSOR	Open	548.17
02045	MONMOUTH COUNTY SPCA		
23-00445	04/26/23 ANIMAL	Open	325.00
00339	NAPA AUTO PARTS CENTER		
23-00417	04/13/23 Beach	Open	87.98
01399	NEW JERSEY AMERICAN WATER		
23-00469	04/27/23 WATER	Open	159.00

00672	NJ DEPT OF COMMUNITY AFFAIRS		
23-00437	04/25/23 BLDG DEPT	Open	2,104.00
00113	NJ NATURAL GAS COMPANY		
23-00473	04/28/23 NAT GAS	Open	1,963.37
01309	OCEANPORT BOARD OF EDUCATION		
22-00760	06/28/22 SCHOOL TAX	Open	116,523.42
01207	PFEIFFER, CHRISTINE		
23-00431	04/25/23 CLERK	Open	63.42
2290	PORZIO, BROMBERG & NEWMAN		
23-00472	04/28/23 LEGAL SERVICES	Open	4,720.20
2618	RIVISTAS SUBSCRIPTION SERVICE		
23-00348	03/28/23 LIBRARY	Open	1,402.90
00244	SEA BRIGHT FIRST AID, INC.		
23-00460	04/26/23 FIRST AID	Open	18,000.00
01027	SHORE BUSINESS SOLUTIONS		
23-00440	04/26/23 COPIERS	Open	171.00
23-00441	04/26/23 COPIER	Open	241.59
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			412.59
00053	SHORE REGIONAL HIGH SCHOOL		
22-00758	06/28/22 SCHOOL TAX	Open	181,370.18
02225	STAPLES ADVANTAGE		
23-00416	04/13/23 Office Supplies	Open	364.06
00523	TREASURER, COUNTY OF MONMOUTH		
23-00442	04/26/23 TAX	Open	68,826.83
00439	TREASURER, COUNTY OF MONMOUTH		
23-00443	04/26/23 TAX	Open	39,922.55
00223	TREASURER, COUNTY OF MONMOUTH		
23-00444	04/26/23 TAX	Open	531,197.12
01243	TREASURER, STATE OF NEW JERSEY		
23-00438	04/26/23 FEMA OVERPAYMENT	Open	33,018.84
2658	VERIZON		
23-00462	04/27/23 PHONE	Open	414.86
23-00464	04/27/23 PHONE	Open	68.91
23-00465	04/27/23 PHONE	Open	216.31
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			700.08
02061	VERIZON WIRELESS		
23-00461	04/27/23 OEM	Open	1,478.96
2682	WHEN TO WORK, INC.		
23-00435	04/25/23 BEACH	Open	360.00
00877	WITMER ASSOCIATES, INC.		
22-01222	11/04/22 Replacement Hose	Open	320.00

**TOTAL: \$ 1,134,338.64**

**Manual Checks**

23-00466	NJ DEPT OF LABOR	\$479.69
4/27/2023	UNEMPLOYMENT PAYMENT	

**TOTAL: \$ 479.69**

**GRAND TOTAL: \$ 1,134,818.33**