

**AGENDA  
REGULAR MEETING  
BOROUGH OF SEA BRIGHT**

**JULY 18, 2023**

**SEA BRIGHT, NEW JERSEY**

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

<https://meet.goto.com/979486501>

OR DIAL: (224) 501-3412

Access Code: 979-486-501

**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 ____		

**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**

06-15-2023	Workshop Meeting
06-15-2023	Executive Session
06-20-2023	Regular Meeting

**Resolutions:**

**No. 120-2023      Authorizing Contract Extension for Solid Waste and Recyclable Materials Collection and Disposal Services**

**No. 121-2023      Authorizing Grant Application to NJDOT for Fiscal Year 2024**

**No. 122-2023      Authorizing Leon S. Avakian Inc. to Provide Professional Engineering Services for the Bulkhead Improvement Initiative – Phase I**

- No. 123-2023**      **Consideration of Bid Received for Construction of a Viewing Platform on Beach Street**
- No. 124-2023**      **Donation Of 2024 Beach Badges**
- No. 125-2023**      **A Resolution of the Borough of Sea Bright Commemorating the 250<sup>th</sup> Anniversary of the Establishment of the United States as an Independent Nation**

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

**ORDINANCE(s):**

**Public Hearing:** 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 open the public hearing on Ordinance No. 07-2023; seconded by Councilmember \_\_\_\_\_

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

**Public Hearing (Ord. No. 07-2023)**

Councilmember \_\_\_\_\_ offered a motion to close the public hearing on Ordinance No. 07-2023; seconded by Councilmember \_\_\_\_\_

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

Councilmember \_\_\_\_\_ offered a motion to adopt Ordinance No. 07-2023 and advertise according to law; seconded by Councilmember \_\_\_\_\_

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

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

**CAPITAL ORDINANCE NO. 09-2023**  
**BOROUGH OF SEA BRIGHT**  
**AN ORDINANCE PROVIDING FUNDING FOR PRELIMINARY DESIGN EXPENSES FOR THE BULKHEAD IMPROVEMENT PROJECT FOR THE BOROUGH OF SEA BRIGHT AND APPROPRIATING \$100,000 FOR SUCH PURPOSE.**

Councilmember \_\_\_\_\_ offered a motion to open the public hearing on Ordinance No. 09-2023; seconded by Councilmember \_\_\_\_\_

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

**Public Hearing (Ord. No. 09-2023)**

Councilmember \_\_\_\_\_ offered a motion to close the public hearing on Ordinance No. 09-2023; seconded by Councilmember \_\_\_\_\_

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

Councilmember \_\_\_\_\_ offered a motion to adopt Ordinance No. 09-2023 and advertise according to law; seconded by Councilmember \_\_\_\_\_

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

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

**CAPITAL ORDINANCE NO. 10-2023**  
**AN ORDINANCE OF THE BOROUGH OF SEA BRIGHT, AMENDING AND SUPPLEMENTING CHAPTER 161 OF THE CODE OF THE BOROUGH OF SEA BRIGHT REGARDING THE REQUIREMENT FOR INSPECTION OF LEAD-BASED PAINT IN CERTAIN RESIDENTIAL DWELLINGS**

Councilmember \_\_\_\_\_ offered a motion to open the public hearing on Ordinance No. 10-2023; seconded by Councilmember \_\_\_\_\_

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

**Public Hearing (Ord. No. 10-2023)**

Councilmember \_\_\_\_\_ offered a motion to close the public hearing on Ordinance No. 10-2023; seconded by Councilmember \_\_\_\_\_

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

Councilmember \_\_\_\_\_ offered a motion to adopt Ordinance No. 10-2023 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:

**BOND ORDINANCE NO. 11-2023**  
**BOND ORDINANCE PROVIDING AN APPROPRIATION OF \$1,100,000 FOR THE ACQUISITION OF AN AERIAL TRUCK FOR THE FIRE DEPARTMENT FOR AND BY THE BOROUGH OF SEA BRIGHT IN THE COUNTY OF MONMOUTH, NEW JERSEY AND, AUTHORIZING THE ISSUANCE OF \$1,045,000 BONDS OR NOTES OF THE BOROUGH FOR FINANCING PART OF THE APPROPRIATION.**

Councilmember \_\_\_\_\_ offered a motion to introduce Bond Ordinance No. 11-2023 for a public hearing to be held on August 15, 2023 and advertise according to law; seconded by Councilmember \_\_\_\_\_

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

**INDIVIDUAL ACTION/New Business:**

**Vouchers: \$ 799,971.50**

Councilmember \_\_\_\_\_ offered a motion to approve the Voucher List dated July 18, 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: TBD**

**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. 120-2023**  
**AUTHORIZING CONTRACT EXTENSION FOR SOLID WASTE AND RECYCLABLE  
MATERIALS COLLECTION AND DISPOSAL SERVICES**

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

**WHEREAS**, the Mayor and Council of the Borough of Sea Bright approved Resolution No. 160-2019 on October 15, 2019, awarding a contract for the collection of Municipal Solid Waste, Bulk and Recyclable materials to Suburban Disposal Inc., Fairfield, NJ; and

**WHEREAS**, the solid waste contract was for three years, commencing on November 1, 2019 and ending on October 31, 2022 with the option of two one-year renewals beginning November 1, 2022; and

**WHEREAS**, by way of Resolution No. 144-2022 approved on July 19, 2022, the Borough Council authorized the first one-year extension option which expires October 31, 2023, and wishes to exercise the second and final one-year extension to continue the service for the collection of Municipal Solid Waste, Bulk and Recycling with Suburban Disposal Inc. for an amount not to exceed \$245,000.00.

**CERTIFICATION OF FUNDS**

I, Michael J. Bascom, Chief Financial Officer of the Borough of Sea Bright, do hereby certify that funds are available in the 2023 Budget Line Item 3-01-26-305-245 and will be allocated in the 2024 Budget for the purposes stated herein.

\_\_\_\_\_  
**MICHAEL J. BASCOM, CFO**

**NOW, THEREFORE BE IT RESOLVED**, that the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, does hereby authorize a one (1) year extension (November 1, 2023 – October 31, 2024) of the contract with Suburban Disposal Inc. of Fairfield, New Jersey for the collection of Municipal Solid Waste, Bulk and Recycling in accordance with the provisions on the attached payment schedule; and

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

1. Borough Attorney
2. Finance Manager
3. Fiscal Officer
4. DPW Director

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

July 18, 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 July 18, 2023.

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

**BOROUGH OF SEA BRIGHT  
COUNTY OF MONMOUTH  
STATE OF NEW JERSEY**

**RESOLUTION NO. 121-2023  
AUTHORIZING GRANT APPLICATION TO NJDOT FOR FISCAL YEAR 2024**

Councilmember \_\_\_\_\_ offered the following resolution and moved its adoption, which was seconded  
by Councilmember \_\_\_\_\_ :

**WHEREAS**, the State of New Jersey, Department of Transportation has notified all municipalities of the availability of funding under the Transportation Trust Fund Municipal Aid Program for the Fiscal Year 2024, and

**WHEREAS**, the Borough of Sea Bright is desirous of submitting an application under this program for the following purpose:

- Improvements to Via Ripa Way and South Way

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of Borough of Sea Bright, County of Monmouth, State of New Jersey, formally approves the grant application for the above stated project; and

**FURTHER BE IT RESOLVED** that the Borough Engineer, Mayor and Municipal Clerk are hereby authorized to submit an electronic grant application identified as MA - 2024 -Improvements to Via Ripa Way and Sou - 00540 to the New Jersey Department of Transportation on behalf of the Borough of Sea Bright; and

**FURTHER BE IT RESOLVED** that the Mayor and Municipal Clerk are hereby authorized to sign the grant agreement on behalf of the Borough of Sea Bright and that their signatures constitute acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

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

July 18, 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 July 18, 2023.

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

My signature and the Clerk's seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

Attest and Affix Seal

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

\_\_\_\_\_  
Brian P. Kelly  
Mayor

**RESOLUTION NO. 122-2023**  
**AUTHORIZING LEON S. AVAKIAN INC. TO PROVIDE**  
**PROFESSIONAL ENGINEERING SERVICES FOR THE**  
**BULKHEAD IMPROVEMENT INITIATIVE – PHASE I**

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

**WHEREAS**, the Borough of Sea Bright has a substantial interest in protecting the health, safety and welfare of its residents; preserving the public use and enjoyment of navigable waterways and waterfront property; and in limiting erosion by tidal forces in the Borough; and

**WHEREAS**, the Borough Council adopted Ordinance No. 09-2020 on October 20, 2020, to establish bulkhead maintenance regulations to ensure the preservation of safe and protective bulkheads to better protect the Borough from persistent flooding; and

**WHEREAS**, the Borough Council has determined an estimated cost and phasing approach to build new, repair, replace or elevate bulkheads on the waterfront properties to create one continuous bulkhead – Phase I of the project would begin in the downtown area between Osborne Place and the Sea Bright/Rumson bridge; and

**WHEREAS**, the Borough Council is in need of professional engineering services associated with the bulkhead improvement project for Phase I of the project which includes the downtown area between Osborne Place and the Sea Bright/Rumson bridge; and

**WHEREAS**, the Borough Engineer, Gregory S. Blash of Leon S. Avakian, Inc., submitted a proposal dated June 14, 2023, for professional engineering services for Phase I of the proposed bulkhead project which would consist of surveying field work, information gathering necessary for the preparation of a preliminary alignment design of the proposed bulkhead as well as the vertical design of the sheet pile wall and other necessary items for submission of applicable grants, as outlined in the proposal attached hereto; and

**WHEREAS**, the fee for Phase I of the Bulkhead Improvement Project is an amount not to exceed \$100,000.00.

**CERTIFICATION OF FUNDS**

I, Michael J. Bascom, Chief Financial Officer of the Borough of Sea Bright, do hereby certify that funds in the amount of \$100,000.00 will be available in Bond Ordinance No. 09-2023 for the purpose stated herein.

\_\_\_\_\_  
**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 the Borough Council hereby approves the proposal submitted by Borough Engineer, Gregory S. Blash of Leon S. Avakian, Inc. dated June 14, 2023 for professional engineering services associated with Phase I of the Bulkhead Improvement Initiative, for the sum of \$100,000.00; and

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

1. Gregory S. Blash
2. Finance Manager

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

July 18, 2023

**Certification**

I, Christine Pfeiffer, Borough Clerk, do hereby certify the foregoing is a Resolution adopted by the Borough of Sea Bright, in the County of Monmouth, State of New Jersey, at a Council Meeting held on July 18, 2023.

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

LEON S. AVAKIAN, INC. *Consulting Engineers*

788 WAYSIDE ROAD • NEPTUNE, NEW JERSEY 07753

LEON S. AVAKIAN, P.E., P.L.S. (1953-2004)  
PETER R. AVAKIAN, P.E., P.L.S., P.P.  
MEHRYAR SHAFAI, P.E., P.P.  
GREGORY S. BLASH, P.E., P.P., CPWM  
LOUIS J. LOBOSCO, P.E., P.P.  
GERALD J. FREDA, P.E., P.P.  
JENNIFER C. BEAHM, P.P., AICP  
CHRISTINE L. BELL, P.P., AICP  
SAMUEL J. AVAKIAN, P.E., P.L.S., P.P.

June 14, 2023

Mr. Joseph L. Verruni, Administrator  
Borough of Sea Bright  
1099 Ocean Avenue  
Sea Bright, NJ 07760

**Re: Proposal for Professional Engineering Services for the  
Phase I of the Proposed Bulkhead Project  
Borough of Sea Bright**

Dear Joe:

We are pleased to provide you with our proposal for Phase I of the proposed bulkhead project in the Borough of Sea Bright, to be constructed in the downtown area between Osborne Place and the Shrewsbury River Bridge. Phase I of the project will consist of surveying field work and information gather necessary for the preparation of a preliminary alignment design of the proposed bulkhead as well as the vertical design of the sheet pile wall.

Tasks included in Phase I of the project:

1. Perform field survey to accurately locate the bulkhead.
2. Prepare a preliminary plan view layout of the proposed bulkhead for Phase 1 of the project.
3. Meet with NJDEP for a pre-application meeting for the project.
4. Have soils work completed for preliminary design of the wall section of the bulkhead.
5. Prepare a NJDEP CAFRA permit application for Phase I of the project.
6. Meeting with residents within the project limits of Phase I to discuss the geometry of the new bulkhead.

All the scheduled work in Phase I of the project will be focused on the information gathering and preliminary engineering analysis for the preparation of a set of design plans and specifications which will be accomplished in Phase II. The preliminary plans for Phase I of the project will also be utilized for submission of any available Federal or State grant applications for flood resiliency projects.

Lump Sum Fee for Phase I of the Project ..... \$100,000.00.

Should you have any questions or need any additional information, please do not hesitate to let me know.

Very truly yours,

LEON S. AVAKIAN, INC.



Gregory S. Blash, P.E., P.P., CPWM  
Borough Engineer



**RESOLUTION NO. 123-2023**  
**Consideration of Bid Received for**  
**Construction of a Viewing Platform on Beach Street**

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

**WHEREAS**, on April 18, 2023 the Borough Council of the Borough of Sea Bright authorized the receipt of bids for the Construction of a viewing platforms on Beach Street; and

**WHEREAS**, the Borough Clerk did duly advertise on June 30, 2023, to receive bids on July 13, 2023 for the Construction of a viewing platform on Beach Street; and

**WHEREAS**, in connection therewith, one (1) bid was received from Seacoast Construction, East Brunswick, NJ in the amount of \$88,000.00; and

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

**WHEREAS**, the Borough Council finds that it is necessary to reject the aforementioned bid and wishes to re-advertise for bids for the construction of a viewing platform on Beach street.

**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 bid proposal received from Seacoast Construction in the amount of \$88,000.00 for the construction of a viewing platform on Beach Street be and is hereby rejected; and

**BE IT FURTHER RESOLVED** that the Borough Clerk be and is hereby authorized and directed to re-advertise for the receipt of sealed bids for the construction of a viewing platform on Beach Street on a date to be determined; and

**BE IT FURTHER RESOLVED** that the Borough Clerk is hereby authorized to return the bid bond and/or certified check received from the bidder; and

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

1. Seacoast Construction
2. Bill White, Colliers Engineer

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

July 18, 2023

**CERTIFICATION**

I, Christine Pfeiffer, do hereby certify that the foregoing is a Resolution adopted by the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, at a Council meeting held on July 18, 2023.

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

**RESOLUTION NO. 124-2023**  
**DONATION OF 2024 BEACH BADGES**  
**BOROUGH OF SEA BRIGHT**

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

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

1.        Catholic Daughters of the Americas        **2 Badges**  
          Fundraising Event – October 28, 2023

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

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

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

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

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

July 18, 2023

**CERTIFICATION**

I, Christine Pfeiffer, do hereby certify that the foregoing is a resolution adopted by the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, at a Council Meeting held on July 18, 2023.

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

**RESOLUTION NO. 125-2023**  
**A RESOLUTION OF THE BOROUGH OF SEA BRIGHT**  
**COMMEMORATING THE 250<sup>TH</sup> ANNIVERSARY**  
**OF THE ESTABLISHMENT OF THE**  
**UNITED STATES AS AN INDEPENDENT NATION**

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

**WHEREAS**, 2026 marks the 250th anniversary of the founding of the United States of America; and

**WHEREAS**, to observe this momentous occasion, the U.S. Semiquincentennial Commission, established by Congress (P.L. 114-196) in 2016, and it's supporting non-profit America250, will plan and commemorate on a national level the celebration of our nation's semiquincentennial; and

**WHEREAS**, New Jersey played a significant role during the American Revolution when it saw more battles and skirmishes than any other state and was truly the Crossroads of the American Revolution; and

**WHEREAS**, Governor Philip Murphy and the New Jersey State Legislature in 2018 authorized the creation of a program to plan, encourage, develop, and coordinate the commemoration of the 250<sup>th</sup> anniversary of the founding of the United States, New Jersey's pivotal role in the American Revolution, and the contributions of its diverse peoples to the nation's past, present, and future; and

**WHEREAS**, the New Jersey Historical Commission, under the leadership of Secretary of State Tahesha Way, with its non-profit partner Crossroads of the American Revolution established RevolutionNJ to advance the role that history plays in public discourse, community engagement, education, tourism, and scholarship in New Jersey; and

**WHEREAS**, RevolutionNJ will engage New Jerseyans in all 21 counties and 564 municipalities through its officially recognized programs, initiatives, and events; and

**WHEREAS**, Monmouth County also has a rich history integral to the independence effort, including the critical Battle of Monmouth; and

**WHEREAS**, Monmouth County Board of County Commissioners has established by way of resolution, Monmouth County's Committee that will commemorate our nation's semiquincentennial, highlighting Monmouth County's role in the fight for independence, and will coordinate events and activities throughout Monmouth County, working with public and private entities; and

**WHEREAS**, it is fitting and desirable that we commemorate the beginning of our great nation and the role New Jersey and Monmouth County have played over the past 250 years, as well as its present and future role as part of the United States, with particular focus on the individuals, ideas, and events that shaped our Country, State, County and Borough; and

**WHEREAS**, preserving, studying, celebrating and enjoying our history strengthens our communities by way of building bonds amongst our residents, engages our youth in the education about our nation and it's founding principles, improves our economies by promoting our unique history and attracting visitors to our community.

**NOW, THEREFORE, BE IT RESOLVED**, that the Borough Council of the Borough of Sea Bright hereby endorses RevolutionNJ and its mission to advance the role that history plays in public discourse, community engagement, education, tourism and scholarship in New Jersey.

**IT IS FURTHER RESOLVED** that:

1. The Borough Council commemorates the 250<sup>th</sup> anniversary of the establishment of the United States as an independent Nation.
2. The Borough Council hereby authorizes the appointment of a committee to develop a plan for this commemoration that will coordinate with the federal, state and county celebration committees and will promote the maximum involvement of our residents, neighborhoods, businesses, schools, historical and civic organizations, and institutions in the commemorations.
3. The Borough Council further urges all its residents to reflect upon the significance of this event and the role that our State, County and Borough and its people have played in the history and development of our Nation and to participate in this important commemoration, endeavoring to include the stories of all those whose lives are part of history, and understanding that the revolution continues today as we uphold the ideals articulated in our founding documents.

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

July 18, 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 July 18, 2023.

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Christine Pfeiffer, Borough Clerk

**ORDINANCE NO. 07-2023**

**AN ORDINANCE OF THE BOROUGH OF SEA BRIGHT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY AMENDING AND SUPPLEMENTING THE CODE OF THE BOROUGH OF SEA BRIGHT TO ADD CHAPTER 175 “SMALL CELL WIRELESS FACILITIES” 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:

***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 shall be considered a new pole. A New Pole shall be a concealment 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.

***Concealment-Pole***

A decorative concealment pole that conceals, 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). A Concealment Pole must allow for multiple occupants and allow space for municipal use for other services and/or equipment. Concealment Poles shall be built with the capability to house three carriers within the base of the pole. Concealment Poles should be a maximum of 55 feet. Concealment Poles shall neither have external latches, external hinges, external cabling, nor external antennas. All 5G equipment shall be housed internally within the pole. Use of wooden poles is not permitted.

- 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).

**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 Concealment Poles that are set forth in Section One: Definitions to this ordinance and such Concealment 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 Concealment Poles that are identified in Section One: Definitions to this ordinance. A replacement pole is a new structure and must be a metal concealment pole capable of housing three carriers within the internal housing unit.

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 50 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) Concealment 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 Concealment 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 Facility within a right-of-way shall be made on forms which shall be available from the Office of the Borough Clerk. The application, along with the required application fee and the required escrow fee, shall be filed with the Borough Clerk. Immediately upon receipt of an application, the Borough Clerk shall provide copies of the application and all supporting documents that were submitted by the Applicant with the application, to the Borough Engineer, the Construction Official and the Borough Attorneys.
- B. Application Form. The Small Wireless Facility siting permit application shall be made by a provider of personal wireless services, or its duly authorized representative as noted in a notarized statement from the provider of personal wireless services on whose behalf the representative is acting, and shall contain the following:
1. The Applicant's name, address, telephone number and e-mail address.
  2. The names, addresses, telephone numbers, and e-mail addresses of all consultants, if any, acting on behalf of the Applicant with respect to the filing of the Application.
  3. A 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 Applicant 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 accommodate three total carrier 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 Borough, the Applicant will place a pole in another location.
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. Should a carrier successfully scientifically demonstrate that acceptable coverage cannot be achieved with 500 feet spacing, such carrier may make an application for a waiver.
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 thirty (30) 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 Engineer may waive any siting standard set forth in this Chapter if the carrier can scientifically demonstrate strict enforcement will prohibit or have the effect of prohibiting any interstate or intrastate telecommunications service or personal wireless service. Claims of technical incompatibility or inability to collocate need to be proven by the carrier, not disproven by the Borough. Responsibility for judging proof of said claims lies solely with the municipality and/or its chosen representative(s).

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

**SECTION 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 June 20, 2023 and will be further considered after a Public Hearing held on July 18, 2023.

**INTRODUCED:** June 20, 2023  
**PUBLIC HEARING:** July 18, 2023  
**ADOPTED:**

Witness

BOROUGH OF SEA BRIGHT

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CHRISTINE PFEIFFER, CLERK

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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 Concealment/Smart 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.

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 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,

it 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 foregoing, 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

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

**CAPITAL ORDINANCE NO. 09-2023**

**BOROUGH OF SEA BRIGHT**

**AN ORDINANCE PROVIDING FUNDING FOR PRELIMINARY DESIGN EXPENSES FOR THE BULKHEAD IMPROVEMENT PROJECT FOR THE BOROUGH OF SEA BRIGHT AND APPROPRIATING \$100,000 FOR SUCH PURPOSE.**

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

Section 1. The Borough of Sea Bright, in the County of Monmouth, New Jersey, authorizes for preliminary design expenses for the Bulkhead Improvement Project for the Borough of Sea Bright, to be funded from the sources specified in Section 2 of the Ordinance.

Section 2. The amount of \$100,000 is hereby appropriated for the purposes stated in Section 1 of the Ordinance and which amount was funded from the Borough's General Capital Fund Balance (surplus) in the amount of \$100,000.

Section 3. In connection with the purpose and the amount authorized in Sections 1 and 2 hereof, the Borough determines the purpose described in Section 1 hereof is not a Current Expense and is an improvement which the Borough of Sea Bright may lawfully make as a general improvement.

Section 4. All ordinances or parts of ordinances which are inconsistent with the terms of this Ordinance be and the same are hereby repealed to the extent of their inconsistency.

Section 5. This Ordinance shall take effect immediately upon due passage and publication according to law.

INTRODUCED: June 20, 2023

PUBLIC HEARING: July 18, 2023

ADOPTED:

Witness

BOROUGH OF SEA BRIGHT,

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CHRISTINE PFEIFFER, CLERK

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BRIAN P. KELLY, MAYOR

**ORDINANCE NO. 10-2023**

**AN ORDINANCE OF THE BOROUGH OF SEA BRIGHT, AMENDING AND SUPPLEMENTING CHAPTER 161 OF THE CODE OF THE BOROUGH OF SEA BRIGHT REGARDING THE REQUIREMENT FOR INSPECTION OF LEAD-BASED PAINT IN CERTAIN RESIDENTIAL DWELLINGS.**

**WHEREAS**, the Borough of Sea Bright (the “Borough”) maintains Chapter 161 entitled “Property Maintenance” of the Borough Code, specifically the Property Maintenance Code; and,

**WHEREAS**, pursuant to P.L. 2021, c.182, all municipalities are required to inspect every single-family, two-family, and multiple rental dwelling located within the municipality on a recurring basis and at tenant turnover for lead-based paint hazards; and,

**WHEREAS**, the Borough Council has determined that it is in the best interests of the Borough and its residents to amend the Code to require inspections for lead-based paint in certain residential rental dwellings in order to conform with the State law.

**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.** Chapter 161 of the Code of the Borough of Sea Bright be and the same is hereby amended and supplemented to add thereto Article II, “Lead Based Paint Inspections”, to read, in full, as follows:

“Article II. Lead-Based Paint Inspections.

§ 161-4. Required Initial Inspection. The owner, landlord and/or agent of every single-family, two-family, and/or multiple dwelling unit offered for rental shall be required to obtain an inspection of the unit for lead-based paint hazards within two years of the effective date of the law, July 2, 2022, or upon tenant turnover, whichever is earlier.

§ 161-5. Required Recurring Inspection. After the initial inspection required by Section 161-4, the owner, landlord and/or agent of such dwelling unit offered for rental shall be required to obtain an inspection of the unit for lead-based paint hazards every three years, or at tenant turnover, whichever is earlier, except that an inspection upon tenant turnover shall not be required if the owner has a valid lead-safe certification.

§ 161-6. Standards. Inspections for lead-based paint in rental dwelling units shall be governed by the standards set forth in N.J.S.A. 52:27D-437.1 et seq., and N.J.S.A. 55:13A-1 et seq., as may be amended from time to time.

§ 161-7. Exceptions. A dwelling unit in a single-family, two-family, or multiple rental dwelling shall not be subject to inspection and evaluation for the presence of lead-based paint hazards, or for the fees for such inspection or evaluation, if the unit:

- a. has been certified to be free of lead-based paint;
- b. was constructed during or after 1978; or

c. is in a multiple dwelling that has been registered with the Department of Community Affairs as a multiple dwelling for at least 10 years, either under the current or a previous owner, and has no outstanding lead violations from the most recent cyclical inspection performed on the multiple dwelling under the "Hotel and Multiple Dwelling Law", N.J.S.A. 55:13A-1, et seq.

d. is a single-family or two-family seasonal rental dwelling which is rented for less than six months' duration each year by tenants that do not have consecutive lease renewals; or

e. has a valid lead-safe certification issued in accordance with N.J.S.A. 52:27D-437.16(d)(2).

§ 161-8. If lead-based paint hazards are identified, then the owner of the dwelling shall remediate the hazards through abatement or lead-based paint hazard control mechanisms in accordance with N.J.S.A. 52:27D-437.16(d). Upon the remediation of the lead-based paint hazard, the Code Enforcement Officer or designee, as may be applicable, or the owner's private lead inspector, shall conduct an additional inspection of the unit to certify that the hazard no longer exists.

§ 161-9. If no lead-based paint hazards are identified, then the Code Enforcement Officer or designee or the owner's private lead inspector shall certify the dwelling as lead safe on a form prescribed by the Department of Community Affairs, which shall be valid for two years and shall be filed with the Code Enforcement Officer. The Code Enforcement Officer shall maintain up-to-date information on inspection schedules, inspection results, tenant turnover and a record of all lead-free certifications issued pursuant to N.J.A.C. 5:17.

§ 161-10. In accordance with N.J.S.A. 52:27D-437.16(e), property owners shall:

a. Provide evidence of a valid lead-safe certification and the most recent tenant turnover to the Borough at the time of the cyclical inspection.

b. Provide evidence of a valid lead-safe certification to new tenants of the property at the time of tenant turnover and shall affix a copy of such certification as an exhibit to the tenant's or tenants' lease.

c. Maintain a record of the lead-safe certification which shall include the name or names of the unit's tenant or tenants if the inspection was conducted during a period of tenancy.

§ 161-11. Fees.

a. Notwithstanding any other fees due pursuant to this Chapter, a fee in the amount of \$50.00 shall be paid for each lead-based paint inspection. Said fee shall be dedicated to meeting the costs of implementing and enforcing this subsection and shall not be used for any other purpose. Alternatively, a dwelling owner or landlord may directly hire a private lead evaluation contractor who is certified to provide lead paint inspection services by the Department of Community Affairs to satisfy the requirements of Section 6-4 in which case no additional Lead-Based Paint inspection fee shall be paid.

b. The fee for the filing of a lead-safe certification or lead-free certification shall be \$25.

c. In a common interest community, any inspection fee charged shall be the responsibility of the unit owner and not the homeowners' association, unless the association is the owner of the unit.

§ 161-12. Violations and Penalties. In accordance with N.J.S.A. 52:27D 437.19, the penalties for a violation of Article shall be as follows:

a. If a property owner has failed to conduct the required inspection or initiate any remediation efforts, the owner shall be given 30 days to cure the violation.

b. If the property owner has not cured the violation after 30 days, the property owner shall be subject to a penalty not to exceed \$1,000 per week until the required inspection has been conducted or remediation efforts have been initiated”.

**SECTION TWO.** If any section, paragraph, clause, or provision of this ordinance shall be adjudged invalid, such adjudication shall apply only to die section, paragraph, clause or provision so adjudged and the remainder of the ordinance shall be deemed valid and effective.

**SECTION THREE.** All ordinances or parts of ordinances inconsistent with or in conflict with this ordinance are hereby repealed to die extent of such inconsistency.

**SECTION FOUR.** This ordinance shall take effect after 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 June 20, 2023 and will be further considered after a Public Hearing held on July 18, 2023, in the Mayor Dina Long Community Room, 1097 Ocean Avenue, 7:00 pm.

**INTRODUCED:** June 20, 2023  
**PUBLIC HEARING:** July 18, 2023  
**ADOPTED:**

Witness

BOROUGH OF SEA BRIGHT

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

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

**BOND ORDINANCE NO. 11-2023**

**BOND ORDINANCE PROVIDING AN APPROPRIATION OF \$1,100,000 FOR THE ACQUISITION OF AN AERIAL TRUCK FOR THE FIRE DEPARTMENT FOR AND BY THE BOROUGH OF SEA BRIGHT IN THE COUNTY OF MONMOUTH, NEW JERSEY AND, AUTHORIZING THE ISSUANCE OF \$1,045,000 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 \$1,100,000, such sum includes the sum of \$55,000 as the down payment (the "Down Payment") 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"). The Down Payment is now available by virtue of provisions in one or more previously adopted budgets for down payments for capital improvement purposes.

SECTION 2:

In order to finance the cost of the Improvements not covered by application of the Down Payment, negotiable bonds of the Borough are hereby authorized to be issued in the principal amount of \$1,045,000 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 \$1,045,000 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 the acquisition of an aerial truck for the Fire Department.

(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 \$1,045,000.

(c) The estimated cost of the Improvements is \$1,100,000 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 10 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 \$1,045,000 and the obligations authorized herein will be within all debt limitations prescribed by the Local Bond Law.

(d) An aggregate amount not exceeding \$50,000 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 \$1,045,000.

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. 11-2023 of the Mayor and Borough Council of the Borough of Sea Bright, introduced on July 18, 2023, and will be further considered after a Public Hearing held on August 15, 2023, in the Mayor Dina Long Community Room, 1097 Ocean Avenue, at 7:00 pm.

**INTRODUCED:** July 18, 2023  
**Public Hearing:** August 15, 2023  
**ADOPTED:**

**Witness**

**BOROUGH OF SEA BRIGHT,**

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

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



VOUCHER LIST  
 JULY 13, 2023  
 BOROUGH OF SEA BRIGHT

02113	AMERICAN WATER		
23-00756	07/07/23 SEWER	Open	326.99
02227	APOLLO SEWER & PLUMBING, INC.		
23-00722	06/30/23 Beach	Open	650.00
23-00724	06/30/23 Beach	Open	495.00
			1,145.00
2597	AT&T MOBILITY		
23-00779	07/13/23 CELL	Open	306.04
2626	AUTOMATIC PROTECTION SYSTEMS		
23-00171	02/10/23 SEWER	Open	343.00
2770	Axon Enterprise, Inc.		
23-00712	06/30/23	Open	7 25,272.00
01241	BAIN'S HARDWARE, INC.		
23-00751	07/06/23 HARDWARE	Open	514.36
00273	BORGATA HOTEL & CASINO		
23-00670	06/14/23 NJLOM Room - Brian Kelly	Open	390.00
00243	BOROUGH OF FAIR HAVEN		
23-00759	07/11/23 FIREWORKS	Open	1,800.00
01631	BOROUGH OF OCEANPORT		
23-00774	07/13/23 COURT	Open	6,500.00
01974	BOROUGH OF SEA BRIGHT COURT		
23-00745	07/05/23 COURT	Open	24.90
01731	CAESARS ATLANTIC CITY		
23-00672	06/14/23 NJLOM Room Reservations	Open	1,610.00
2886	CENTRAL JERSEY COMPLIANCE CO.		
23-00681	06/14/23 Gloves	Open	1,425.00
2424	CHILD, BRAD		
23-00741	07/05/23 FIRE MARSHAL	Open	140.00
2680	CINTAS		
23-00679	06/14/23 Beach	Open	208.04
23-00680	06/14/23 Buildings & Grounds	Open	220.33
23-00725	06/30/23 Beach	Open	201.19
23-00726	06/30/23 Buildings & Grounds	Open	210.12
23-00733	07/05/23 Beach	Open	151.86
23-00734	07/05/23 Buildings & Grounds	Open	327.72
23-00737	07/05/23 Beach	Open	292.20
23-00738	07/05/23 Buildings & Grounds	Open	160.51
			1,771.97
2555	CJM ASSOC. OF SEA BRIGHT		
23-00772	07/13/23 LEASE	Open	500.00
00256	CLEARY, GIACOBBE, ALFIERI &		
23-00761	07/11/23 LEGAL	Open	528.00
23-00765	07/13/23 LEGAL	Open	1,947.00
			2,475.00
01801	COLLIER ENGINEERING & DESIGN		
22-00646	06/06/22 ENGINEER	Open	2,437.50
01493	COOPERATIVE INDUSTRIES, L.L.C.		
23-00781	07/13/23 NAT GAS	Open	821.44
02231	COUSINS LANDSCAPING		
23-00491	05/04/23 LANDSCAPING	Open	5,925.00
02253	DAVID HODER ASSOCIATES		
23-00762	07/11/23 ENGINEER	Open	1,525.00

2655	DE SESA ENGINEERING CO.		
23-00671	06/14/23 Buildings & Grounds	Open	251.16
2540	DOG WASTE DEPOT		
23-00669	06/14/23 Buildings & Grounds	Open	709.95
2854	DRAGER, INC.		
22-00955	08/23/22 POLICE	Open	19,305.00
02168	EVOQUA WATER TECHNOLOGIES, LLC		
23-00592	05/24/23 Sewer	Open	2,648.00
2833	FEDERAL RENT A FENCE		
23-00785	07/13/23 RENTAL	Open	201.00
01720	FIREFIGHTER ONE, LLC		
23-00149	02/03/23 SCBA Flow Testing	Open	1,530.00
23-00682	06/14/23 Repairs	Open	776.12
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			2,306.12
00254	FLOWERS BY VAN BRUNT		
23-00705	06/27/23 RECREATION	Open	250.00
02181	GATEWAY PRESS		
23-00677	06/14/23	Open	204.00
00979	GIBBONS, P.C.		
23-00750	07/05/23 LEGAL	Open	1,425.00
2281	GRAINGER		
23-00548	05/16/23 Equipment	Open	1,646.38
01198	GUARANTEED PLANTS & FLORIST		
23-00746	07/05/23 A&E	Open	160.00
01887	HEIM ELECTRONICS, INC.		
23-00415	04/13/23 Buildings & Grounds	Open	180.00
23-00454	04/26/23 Buildings & Grounds	Open	344.25
23-00668	06/14/23 Buildings & Grounds	Open	168.75
23-00723	06/30/23 Buildings & Grounds	Open	618.10
23-00728	06/30/23 Buildings & Grounds	Open	140.97
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			1,452.07
2478	HOLISTIC WELLNESS, LLC		
23-00730	06/30/23 LIBRARY	Open	1,300.00
01838	HOLMAN, FRENIA, ALLISON, P.C.		
23-00748	07/05/23 AUDIT	Open	24,000.00
23-00786	07/13/23 AUDIT	Open	320.00
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			24,320.00
2710	HOLMDEL TOWNSHIP		
23-00770	07/13/23 FISCAL	Open	3,567.17
2791	HUDSON ENERGY SERVICES		
23-00782	07/13/23 ELECTRIC	Open	126.54
02240	INDEPENDENT-EDISON OVERHEAD		
22-01340	12/13/22 REPAIR FIREHOUSE OVERHEAD DOOR	Open	17,450.00
01419	J. SWANTON FUEL OIL CO., INC.		
23-00701	06/22/23 GASOLINE	Open	408.87
23-00747	07/05/23 GASOLINE	Open	279.26
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			688.13
2488	JERSEY SHORE POWERSPORTS		
23-00585	05/23/23	Open	146.90
23-00717	06/30/23	Open	206.50
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			353.40
00297	JESSE A. HOWLAND & SONS, INC.		
23-00771	07/13/23 LEASE	Open	1,705.00
01784	JUNGLE LASERS, LLC		
23-00702	06/22/23 BLDG DEPT	Open	440.00
23-00763	07/13/23 BLDG DEPT	Open	360.00
			-----
			800.00

00108	LEON S. AVAKIAN, INC.		
23-00710	06/28/23 ENGINEER	Open	1,061.25
01603	M AND N VENTURES		
23-00413	04/13/23	Open	108.00
2417	MARLIN BUSINESS BANK		
23-00766	07/13/23 LEASE	Open	120.10
2278	MCLAUGHLIN, STAUFFER & SHAKLEE		
23-00764	07/13/23 LEGAL	Open	4,706.30
00688	MONMOUTH COUNTY POLICE ACADEMY		
23-00713	06/30/23	Open	600.00
23-00720	06/30/23	Open	100.00
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			700.00
02045	MONMOUTH COUNTY SPCA		
23-00775	07/13/23 ANIMALS	Open	325.00
01323	MONMOUTH COUNTY TREASURER		
23-00744	07/05/23 CLERK	Open	119.16
00339	NAPA AUTO PARTS CENTER		
22-00945	08/17/22 Beach	Open	65.91
22-01072	09/21/22 Beach	Open	12.00
22-01076	09/21/22 Beach	Open	36.99
23-00608	06/02/23 Streets & Roads	Open	253.91
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			368.81
01399	NEW JERSEY AMERICAN WATER		
23-00757	07/07/23 WATER	Open	5,506.14
00672	NJ DEPT OF COMMUNITY AFFAIRS		
23-00780	07/13/23 PERMIT FEES	Open	1,814.00
01810	NJ DEPT OF HEALTH		
23-00760	07/11/23 DOG	Open	3.60
00113	NJ NATURAL GAS COMPANY		
23-00755	07/07/23 NATURAL GAS	Open	906.27
00502	NJ STATE LEAGUE/MUNICIPALITIES		
23-00587	05/23/23 Magazine Subscription Renewal	Open	250.00
01309	OCEANPORT BOARD OF EDUCATION		
23-00773	07/13/23 SCHOOL TAX	Open	74,140.00
00046	ONE CALL CONCEPTS, INC.		
23-00743	07/05/23 SEWER	Open	45.76
2525	POOR JOHNS PORTABLE TOILETS		
23-00619	06/02/23	Open	732.00
23-00749	07/05/23 BEACH	Open	508.00
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			1,240.00
2290	PORZIO, BROMBERG & NEWMAN		
23-00732	07/05/23 LEGAL	Open	15,918.25
01482	PRECISION DYNAMICS CORP.		
23-00703	06/22/23 BEACH	Open	3,046.30
00164	RAIN, WILLIAM		
23-00742	07/05/23 HEALTH	Open	161.10
2330	RAW POWER GENERATOR SERVICE		
23-00673	06/14/23 Sewer	Open	731.25
23-00674	06/14/23 Buildings & Grounds	Open	887.50
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			1,618.75
2728	READY REFRESH BY NESTLE		
23-00787	07/13/23 WATER	Open	350.79
2354	REALTY DATA SYSTEMS		
23-00704	06/27/23 TAX ASSESSOR	Open	920.00
2627	SCHINDLER ELEVATOR CORP.		
23-00588	05/23/23 Buildings & Grounds	Open	3,840.00

01554	SEA BRIGHT SERVICE CENTER		
23-00678	06/14/23 POLICE: VEHICLE MAINTENANCE	Open	1,294.50
00027	SEABOARD WELDING SUPPLY, INC.		
23-00788	07/13/23 DPW	Open	18.50
01027	SHORE BUSINESSSOLUTIONS		
23-00752	07/06/23 A&E	Open	241.59
00053	SHORE REGIONAL HIGH SCHOOL		
23-00778	07/13/23 HIGH SCHOOL TAX	Open	506,304.80
00222	SIGNS & LETTERS UNLIMITED		
23-00676	06/14/23	Open	400.00
23-00711	06/30/23	Open	585.00
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			985.00
02225	STAPLES ADVANTAGE		
23-00715	06/30/23 POLICE: OFFICE SUPPLIES	Open	46.02
2535	SUBURBAN DISPOSAL, INC.		
23-00767	07/13/23 TRASH	Open	22,238.81
23-00768	07/13/23 DUMPSTERS	Open	805.27
23-00769	07/13/23 LANDFILL	Open	8,203.90
			-----
			31,247.98
00656	TAYLOR FENCE CO., INC.		
23-00451	04/26/23 Buildings & Grounds	Open	425.00
01560	TOSHIBA BUSINESS SOLUTIONS, INC		
23-00675	06/14/23	Open	823.00
01243	TREASURER, STATE OF NEW JERSEY		
23-00753	07/06/23 FIRE SAFETY	Open	323.00
00178	UNITED STATES POSTAL SERVICE		
23-00754	07/07/23 POSTAGE	Open	1,200.00
02061	VERIZON WIRELESS		
23-00776	07/13/23 FIRE DEPT	Open	268.07
23-00777	07/13/23 CELLS	Open	198.48
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			466.55
02109	ZUMU SOFTWARE		
23-00783	07/13/23 A&E	Open	1,000.00

**TOTAL:       \$ 797,767.64**

**Manual Checks**

23-00731	HOME DEPOT/CITIBANK COMMERCIAL ACCT.		\$458.12
6/30/2023	MULTI DEPT:MATERIALS & SUPPLIES		
23-00784	NJ DEPT OF LABOR		\$39.58
7/13/2023	CARES ACT ADJUSTMENT		
23-00706	VERIZON		\$931.30
6/28/2023	SEWER:PHONE SERVICE/ALARMS		
23-00707	VERIZON		\$231.44
6/28/2023	BEACH/LIBRARY:PHONE SERVICE		
23-00708	VERIZON		\$165.44
6/28/2023	POLICE:FAX LINE		
23-00729	VERIZON		\$377.98
6/30/2023	MUNICIPAL COMPLEX:FIOS		

**TOTAL:       \$ 2,203.86**

**GRAND TOTAL: \$ 799,971.50**