

**AGENDA
REGULAR MEETING
BOROUGH OF SEA BRIGHT**

SEPTEMBER 5, 2023

SEA BRIGHT, NEW JERSEY

TO ATTEND THIS MEETING REMOTELY PLEASE USE THE FOLLOWING:

<https://meet.goto.com/505357861>

OR DIAL: (408) 650-3123

Access Code: 505-357-861

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:

Councilmember(s)	BIEBER _____	BOOKER _____	CATALANO _____
	GORMAN _____	KEELER _____	LAMIA _____
Mayor	KELLY _____		

MOMENT OF SILENCE FOR THE FOLLOWING MEMBER OF THE SEA BRIGHT COMMUNITY WHO RECENTLY PASSED AWAY: Lori A. Klein

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

08-10-23	Workshop Meeting
08-10-23	Executive Session
08-15-23	Regular Meeting
08-15-23	Executive Session

Resolutions:

No. 141-2023 Authorizing the Release of Various Street Opening Escrow Account Balances

No. 142-2023 Authorizing the Release of Various Planning Board Escrow Account Balances

- No. 143-2023** **Authorizing Repairs and Refurbishing of the Sea Bright Fire Department's E-One Fire Truck**

- No. 144-2023** **Authorizing the Purchase of One Aerial Truck for the Sea Bright Fire Department**

- No. 145-2023** **Approving the Form and Authorizing the Execution and Delivery of a Letter of Representation and a Continuing Disclosure Agreement in Connection with the Issuance and Delivery of the Monmouth County Improvement Authority's Capital Equipment Pooled Lease Revenue Bonds, Series 2023 and Authorizing an Authorized Municipal Representative To Do All Other Things Deemed Necessary or Advisable in Connection with the Issuance, Sale and Delivery of Such Bonds**

- No. 146-2023** **Approval of an Application to the New Jersey Department of Environmental Protection Submitted by Denholtz Acquisitions, LLC For Treatment Works Approval for a New Pump Station on River Street**

Roll Call: Bieber___ Booker___ Catalano___ Gorman___ Keeler___ Lamia___

ORDINANCE(s):

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

ORDINANCE NO. 12-2023
ORDINANCE AUTHORIZING THE LEASING OF CERTAIN CAPITAL EQUIPMENT BY THE BOROUGH OF SEA BRIGHT, NEW JERSEY FROM THE MONMOUTH COUNTY IMPROVEMENT AUTHORITY AND THE EXECUTION OF A LEASE AND AGREEMENT RELATING THERETO

Councilmember _____ offered a motion to open the public hearing on Ordinance No. 12-2023; seconded by Councilmember _____

Roll Call: Bieber___ Booker___ Catalano___ Gorman___ Keeler___ Lamia___

Public Hearing (Ord. No. 12-2023)

Councilmember _____ offered a motion to close the public hearing on Ordinance No. 12-2023; seconded by Councilmember _____

Roll Call: Bieber___ Booker___ Catalano___ Gorman___ Keeler___ Lamia___

Councilmember _____ offered a motion to adopt Ordinance No.12-2023 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:

ORDINANCE NO. 13-2023
AN ORDINANCE AMENDING AND SUPPLEMENTING
CHAPTER 201 ENTITLED "VEHICLES AND TRAFFIC"
OF THE CODE OF THE BOROUGH OF SEA BRIGHT

Councilmember _____ offered a motion to open the public hearing on Ordinance No. 13-2023; seconded by Councilmember _____

Roll Call: Bieber____ Booker____ Catalano____ Gorman____ Keeler____ Lamia____

Public Hearing (Ord. No. 13-2023)

Councilmember _____ offered a motion to close the public hearing on Ordinance No. 13-2023; seconded by Councilmember _____

Roll Call: Bieber____ Booker____ Catalano____ Gorman____ Keeler____ Lamia____

Councilmember _____ offered a motion to adopt Ordinance No. 13-2023 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:

ORDINANCE NO. 14-2023
AN ORDINANCE AMENDING AND SUPPLEMENTING
CHAPTER 195, ENTITLED "TOWING",
OF THE CODE OF THE BOROUGH OF SEA BRIGHT

Councilmember _____ offered a motion to open the public hearing on Ordinance No. 14-2023; seconded by Councilmember _____

Roll Call: Bieber____ Booker____ Catalano____ Gorman____ Keeler____ Lamia____

Public Hearing (Ord. No. 14-2023)

Councilmember _____ offered a motion to close the public hearing on Ordinance No. 14-2023; seconded by Councilmember _____

Roll Call: Bieber____ Booker____ Catalano____ Gorman____ Keeler____ Lamia____

Councilmember _____ offered a motion to adopt Ordinance No. 14-2023 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:

CAPITAL ORDINANCE NO. 15-2023
BOROUGH OF SEA BRIGHT
AN ORDINANCE PROVIDING FUNDING FOR THE SAND REPLENISHMENT
PROJECT FOR THE BOROUGH OF SEA BRIGHT AND APPROPRIATING \$55,000
FOR SUCH PURPOSE.

Councilmember _____ offered a motion to introduce Ordinance No. 15-2023 for a public hearing to be held on September 19, 2023 and advertise according to law; seconded by Councilmember _____

Roll Call: Bieber___ Booker___ Catalano___ Gorman___ Keeler___ Lamia___

INDIVIDUAL ACTION/New Business:

Vouchers: \$ 866,297.50

Councilmember _____ offered a motion to approve the Voucher List dated September 5, 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: Litigation

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. 141-2023
AUTHORIZING THE RELEASE OF VARIOUS
STREET OPENING ESCROW ACCOUNT BALANCES

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

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

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

<u>Block</u>	<u>Lot</u>	<u>Name</u>	<u>Escrow Balance</u>
15	5	Roux Associates, Inc.	\$560.000
15	5,6,7	Richard T. O'Connor	\$1,000.00
Various		New Jersey American Water	\$125.00 (Review)
Various		New Jersey American Water	\$500.00 (Inspection)
TOTAL:			\$2,185.00

NOW THEREFORE BE IT RESOLVED by the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey that the above-mentioned street opening escrow balances are hereby released.

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

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

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

September 5, 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 September 5, 2023.

Christine Pfeiffer, Borough Clerk

RESOLUTION NO. 142-2023
AUTHORIZING THE RELEASE OF VARIOUS
PLANNING BOARD ESCROW ACCOUNT BALANCES

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

WHEREAS, Chapter 130-74D(1)(a) of the Borough Code requires that all Planning Board applications be accompanied by escrows fees which are to be utilized to reimburse professionals to review applications; and

WHEREAS, the Planning Board Secretary has confirmed with the necessary professionals that there are no outstanding invoices and is requesting the release of the following;

<u>Block</u>	<u>Lot</u>	<u>Name</u>	<u>Escrow Balance</u>
2	20	Susan Dulczak	\$944.00
3	23	Ship's Deck, Inc.	\$795.02
16	6	Kathleen B. Forsman Living Trust	\$253.50
16	18.01	Henry F. Wolff III	\$200.00
16	18.01	Richard Sullivan	\$194.56
17	4 & 5	1030 Liquor Partners, LLC	\$15.00
17	4 & 5	1030 Liquor Partners, LLC	\$928.40
17	4 & 5	1030 Liquor Partners, LLC	\$5,030.73
22	2	Randolph P. Colson	\$244.00
25	8	Michael J. Stap	\$264.97
29	9	Christopher Ruby	\$295.00
30	14,15.01	James B. Bonhivert	\$200.00
30	35	2 River Ocean LLC	\$200.00
33	18	Claudio Dicovsky	\$445.00

TOTAL: \$ 10,010.18

NOW THEREFORE BE IT RESOLVED by the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey that the above-mentioned Planning Board escrow balances be released.

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

1. Finance Manager
2. Fiscal Officer
3. Planning Board Secretary

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

September 5, 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 September 5, 2023.

Christine Pfeiffer, Borough Clerk

RESOLUTION NO. 143-2023
**AUTHORIZING REPAIRS AND REFURBISHING OF THE
SEA BRIGHT FIRE DEPARTMENT'S E-ONE FIRE TRUCK**

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

WHEREAS, the Borough of Sea Bright Fire Department owns a 2004 E-One Fire Truck (VIN No. 4EN6A AA834 10083 84) that is in need of repair; and

WHEREAS, pursuant to N.J.A.C. 5:34-7.29, the Borough of Sea Bright may by resolution and without advertising for bids purchase any goods or services through the State of New Jersey's Cooperative Purchasing Program; and

WHEREAS, the Borough of Sea Bright is enrolled as a member in the Sourcewell Cooperative Purchasing Program (Membership I.D. 29820); and

WHEREAS, the Borough of Sea Bright Fire Chief wishes to secure Absolute Fire Protection Co., Inc, 2800 Hamilton Boulevard, South Plainfield, NJ 07080, under Cooperative Purchasing Program – Sourcewell Contract No. 113021-RVG, to repair and refurbish the above mentioned fire truck for an amount not to exceed \$54,315.33; and

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 \$54,315.33 will be available in Capital Ordinance No. 08-2023 for the purpose stated herein.

Michael J. Bascom, CFO

NOW, THEREFORE, BE IT RESOLVED that the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, hereby authorize the Fire Chief to have the E-One fire truck refurbished at Absolute Fire Protection Co., Inc, 2800 Hamilton Boulevard, South Plainfield, NJ 07080 for a total cost not to exceed \$54,315.33; and

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

1. Fire Chief
2. Finance Manager
3. Absolute Fire Protection Co., Inc.

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

September 5, 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 September 5, 2023.

Christine Pfeiffer, Borough Clerk

RESOLUTION NO. 144-2023
**AUTHORIZING THE PURCHASE OF ONE AERIAL TRUCK FOR THE
SEA BRIGHT FIRE DEPARTMENT**

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

WHEREAS, the Borough of Sea Bright Fire Department has the need to purchase a new aerial fire truck; and

WHEREAS, pursuant to N.J.A.C. 5:34-7.29, the Borough of Sea Bright may by resolution and without advertising for bids purchase any goods or services through the State of New Jersey's Cooperative Purchasing Program; and

WHEREAS, the Borough of Sea Bright is enrolled as a member in the Sourcewell Cooperative Purchasing Program (Membership I.D. 29820); and

WHEREAS, the Borough of Sea Bright Fire Chief wishes to purchase one (1) E-One Aerial, Rear Mount, Aluminum, Typhoon HP 75 Ladder truck from Absolute Fire Protection Co., Inc., 2800 Hamilton Boulevard, South Plainfield, NJ 07080, under Cooperative Purchasing Program – Sourcewell Contract No. 113021-RVG, for an amount not to exceed \$1,053,174.00; and

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 \$1,053,174.00 will be available in Bond Ordinance No. 11-2023 for the purpose stated herein.

Michael J. Bascom, CFO

NOW, THEREFORE, BE IT RESOLVED that the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, hereby authorizes the purchase of one (1) E-One Aerial, Rear Mount, Aluminum, Typhoon HP 75 Ladder truck from Absolute Fire Protection Co., Inc., 2800 Hamilton Boulevard, South Plainfield, NJ 07080, for a total cost not to exceed \$1,053,174.00; and

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

1. Fire Chief
2. Finance Manager
3. Absolute Fire Protection Co., Inc.

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

September 5, 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 September 5, 2023.

Christine Pfeiffer, Borough Clerk

RESOLUTION NO. 145-2023

A RESOLUTION OF THE BOROUGH OF SEA BRIGHT, NEW JERSEY APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A LETTER OF REPRESENTATION AND A CONTINUING DISCLOSURE AGREEMENT IN CONNECTION WITH THE ISSUANCE AND DELIVERY OF THE MONMOUTH COUNTY IMPROVEMENT AUTHORITY'S CAPITAL EQUIPMENT POOLED LEASE REVENUE BONDS, SERIES 2023 AND AUTHORIZING AN AUTHORIZED MUNICIPAL REPRESENTATIVE TO DO ALL OTHER THINGS DEEMED NECESSARY OR ADVISABLE IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF SUCH BONDS

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

WHEREAS, the Borough of Sea Bright, New Jersey (the "Municipality") desires to lease and permanently finance the cost of acquisition of certain capital equipment (the "Equipment") from The Monmouth County Improvement Authority (the "Authority"); and

WHEREAS, the Authority will provide for the financing of the cost of the acquisition of the Equipment by the issuance of its Capital Equipment Lease Revenue Bonds, Series 2023 (Sea Bright Project) (the "Bonds") payable from rentals by the Municipality pursuant to a Lease and Agreement by and between the Municipality and the Authority (the "Lease"); and

WHEREAS, in order to induce the Authority to issue and deliver the Bonds and its Capital Equipment Pooled Lease Revenue Bonds, Series 2023, there has been prepared and submitted to the Municipality a Letter of Representative in the form attached hereto as Exhibit A; and

WHEREAS, there has been prepared and submitted to the Municipality a Continuing Disclosure Agreement in the form appended hereto as Exhibit B for execution by the Municipality if the Authority shall determine that the Municipality is or will be an "obligated person" with respect to the Authority's Capital Equipment Lease Revenue Bonds, Series 2023 within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission (an "Obligated Person");

NOW, THEREFORE, BE IT RESOLVED BY THE BOROUGH OF SEA BRIGHT AS FOLLOWS:

Section 1. That the Letter of Representation, in the form presented to this meeting, be and the same is hereby approved, and any Authorized Municipal Representative (as that term is defined in the Lease) is hereby authorized to, and one of such officers shall execute the Letter of Representation, with such additions, deletions or modifications as such officer shall approve, and to deliver the same to the addressees designated on such Letter of Representation, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 2. That the Continuing Disclosure Agreement in the form presented to this meeting, be and the same is hereby approved, and any Authorized Municipal Representative is hereby authorized to, and one of such officers shall execute the Continuing Disclosure Agreement, with such additions, deletions or modifications as such officer shall approve, and to deliver the same upon the determination by the Authority that the Municipality is or will be an Obligated Person, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 3. That any Authorized Municipal Representative is hereby authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or property for carrying out the sale, issuance and delivery of the Bonds, the Authority's Capital Equipment Pooled Lease Revenue Bonds, Series 2023 and all related transactions contemplated by this resolution.

Section 4. All resolutions or proceedings or parts thereof, in conflict with the provisions of this resolution are to the extent of such conflict hereby repealed.

Section 5. This resolution shall become effective immediately.

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

September 5, 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 September 5, 2023.

Christine Pfeiffer, Borough Clerk

EXHIBIT A

LETTER OF REPRESENTATION

October __, 2023

The Monmouth County Improvement Authority
Freehold, New Jersey

Raymond James & Associates, Inc.,
as the Underwriter
New York, New York

County of Monmouth
Freehold, New Jersey

Ladies and Gentlemen:

In order to induce (i) The Monmouth County Improvement Authority (the “Authority”) to issue and deliver its Capital Equipment Pooled Lease Revenue Bonds, Series 2023 (the “Pooled Bonds”), (ii) the Underwriter to accept delivery of and pay for the Pooled Bonds pursuant to provisions of the Contract of Purchase, dated October __, 2023, between the Authority and the County of Monmouth, New Jersey (the “County”) and the Underwriter named therein (the “Purchase Agreement”; all capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Purchase Agreement), and (iii) the County to adopt the County Guaranties and to execute and deliver the County Guaranty Agreements, the [_____] of [_____] New Jersey (the “Municipality”) hereby represents and warrants that, as of the date hereof:

(1) The Municipality is a body politic and corporate of the State duly organized and existing under the laws of the State.

(2) The Municipality has full power and authority (i) to enter into the Lease and Agreement, dated as of October 1, 2023, between the Authority and the Municipality (the “Lease”), (ii) to finally adopt the ordinance authorizing the execution and delivery of the Lease (the “Ordinance”) in accordance with N.J.S.A. 40:37A-78 and to perform the transactions contemplated thereby and [(iii) to enter into the Continuing Disclosure Agreement, dated as of October 1, 2023, between the Municipality and U.S. Bank National Association (the “Continuing Disclosure Agreement”)].

(3) By official action of the Municipality taken prior to or concurrent with the date hereof, the Municipality has duly authorized, approved, and consented to all necessary action to be taken by the Municipality for: (i) the execution, delivery and performance of the Lease [and the Continuing Disclosure Agreement], and the final adoption of the Ordinance and the transactions contemplated thereby; (ii) the approval of the use of information relating to the Municipality, if any, in the Preliminary Official Statement and the Official Statement; (iii) the execution, the delivery and the due performance of any and all other agreements and instruments that may be required to be executed, delivered and received by the Municipality to which it is a party in order to carry out, to give effect to and to consummate the transactions contemplated by

the Lease, [and the Continuing Disclosure Agreement], the Ordinance and the Official Statement; and (iv) the designation of the portion of the Official Statement relating to the Municipality set forth in Appendix D thereto, if any, entitled “General Information About Certain Local Units,” as “deemed final” for purposes of Rule 15c2-12(b)(1) of the Securities and Exchange Commission and such portion of the Official Statement as a “final official statement” for purposes of Rule 15c2-12(e)(3); by the delivery hereof, the Municipality hereby makes the designation set forth in clause (iv) of this paragraph.

(4) The Lease [and the Continuing Disclosure Agreement] ha[ve] been duly authorized and delivered, and the Ordinance has been finally adopted, and each constitutes a legal, valid and binding obligation of the Municipality enforceable in accordance with their respective terms, except as the enforcement thereof may be affected by Creditors’ Rights Limitations; and the Municipality has duly authorized and approved the consummation by it of all other transactions contemplated by the Official Statement and the Purchase Agreement to be performed or consummated by it as or prior to the date of the Closing.

(5) The execution and delivery by the Municipality of the Lease [and the Continuing Disclosure Agreement] and the final adoption of the Ordinance and compliance with the obligations on the Municipality’s part contained therein will not conflict with or constitute a breach of or default under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Municipality is a party or to which the Municipality or any of its properties or other assets is otherwise subject or to the establishment or existence of the Municipality or its affairs, nor will any such execution, delivery, final adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or other assets of the Municipality under the terms of any such law, regulation or instrument, except as provided or permitted by the aforementioned documents.

(6) All approvals, consents and orders of any governmental authority, legislative body, board, agency, or commission having jurisdiction in any matter which constitutes a condition precedent to or the absence of which would materially adversely affect the due performance by the Municipality of its obligations under the Lease, [the Continuing Disclosure Agreement] and the Ordinance and the transactions contemplated thereby have been duly obtained.

(7) The description and information contained in the Official Statement relating to the Municipality, its operations, and the transactions contemplated thereby, insofar as they relate to the Municipality, and other information therein pertaining to the Municipality as set forth under the following captions of the Official Statement, namely “LITIGATION – The Local Units,” [SECONDARY MARKET DISCLOSURE - Local Unit to Provide Continuing Disclosure,”] and [“Appendix D - General Information About Certain Local Units,”] is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact which is necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(8) Except as otherwise disclosed in the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity before or by any court, governmental agency or public board or body, pending or, to the knowledge of the Municipality,

threatened against the Municipality or affecting the Municipality (or, to the Municipality's knowledge, any basis therefor), (i) wherein an unfavorable decision would adversely affect the existence of the Municipality or the entitlement of its officers or members of its governing body to their respective offices, or (ii) wherein an unfavorable decision would adversely affect the transactions contemplated by the Lease, the Ordinance or the Official Statement or (iii) wherein an unfavorable decision would adversely affect the financial stability of the Municipality or (iv) which in any way contests or adversely affects the validity, enforceability, execution, delivery or final adoption, as the case may be, of either of the Lease, [the Continuing Disclosure Agreement] or the Ordinance or (v) which contests the completeness or accuracy of the Official Statement or (vi) which contests the powers of the Municipality or any authority or proceedings for the approval, execution and delivery of the Lease [or the Continuing Disclosure Agreement] or for the approval and final adoption of the Ordinance.

(9) If between the date hereof and the later of (i) the date of the Closing or (ii) the period necessary to enable the Underwriter to comply with the requirements of Rule 15c2-12, any event shall occur to the knowledge of the Municipality which would or might cause the material contained in the Official Statement under the captions "LITIGATION – The Local Units," [SECONDARY MARKET DISCLOSURE - Local Unit to Provide Continuing Disclosure,"] and ["Appendix D - General Information About Certain Local Units,"] as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Municipality shall notify the Authority and the Underwriter thereof, and if in the opinion of the Authority or the Underwriter such event requires the preparation and publication of a supplement or an amendment to the Official Statement, the Municipality will fully cooperate with the Underwriter in supplementing or amending the Official Statement, in form and in content which is reasonably satisfactory to the Underwriter and the Authority.

(10) As of the date hereof, there has not been any material adverse change in the financial condition or the operations of the Municipality since the date of the Official Statement that has not been brought to the attention of the Authority and the Underwriter in writing prior to the date hereof.

(11) The Municipality is not in violation of or in default (or with the lapse of time and/or the receipt of appropriate notice would be in default) under any existing applicable law, court or administrative regulation, judgment, decree, order, agreement, indenture, mortgage, lease or sublease to which the Municipality, any of its officers or members of the Municipality or any of its properties is a party or is otherwise bound, that would have a material and adverse effect upon the operations or the financial condition of the Municipality.

(12) The Municipality is not in default in the payment of principal of or interest on any of its bonds, debt obligations, lease purchase agreements or guarantees.

[] OF []

Name: _____
Title: _____

EXHIBIT B

CONTINUING DISCLOSURE AGREEMENT

By and Between

_____ of _____, New Jersey

and

**U.S. Bank National Association
as dissemination agent for**

**\$ _____
The Monmouth County Improvement Authority
Capital Equipment Pooled Lease Revenue Bonds, Series 2023**

THIS CONTINUING DISCLOSURE AGREEMENT (the “Agreement”), dated as of October 1, 2023, by and between the _____ of _____, New Jersey (the “Municipality”) and U.S. Bank Trust Company, National Association, Edison, New Jersey, as dissemination agent (the “Dissemination Agent”) for the Capital Equipment Pooled Lease Revenue Bonds, Series 2023 (the “Bonds”) issued by The Monmouth County Improvement Authority (the “Authority”).

WITNESSETH

WHEREAS, the Authority issued Bonds on October __, 2023 under and pursuant to Chapter 37A of Title 40 of the New Jersey Statutes and a resolution of the Authority entitled “Capital Equipment Pooled Lease Revenue Bond Resolution” adopted on _____, 2023, as from time to time amended or supplemented in accordance with the terms thereof (the “Bond Resolution”); and

WHEREAS, the Authority issued its Capital Equipment Lease Revenue Bonds, Series 2023 (_____ Project) (the “Local Unit Bonds”) on the date hereof under and pursuant to Chapter 37A of Title 40 of the New Jersey Statutes and a resolution of the Authority entitled “Capital Equipment Lease Revenue Bond Resolution (_____ Project)” adopted on _____, 2023; and

WHEREAS, pursuant to the Lease and Agreement, dated as of October 1, 2023 (the “Lease”), by and between the Authority and the Municipality, the Authority will apply the proceeds of the Local Unit Bonds to finance the acquisition of equipment for lease to the Municipality and the Municipality has agreed, among other things, to make lease payments sufficient to pay the principal of and interest on the Local Unit Bonds when due; and

WHEREAS, the Local Unit Bonds were purchased by U.S. Bank Trust Company, National Association as trustee (the “Trustee”) with a portion of the proceeds of the Bonds and held by the Trustee; and

WHEREAS, payments of debt service on the Local Unit Bonds received by the Trustee were applied to pay a portion of the principal of and interest on the Bonds when due; and

WHEREAS, on November 10, 1994 the United States Securities and Exchange Commission (the “Commission”) adopted its Release Number 34-34961, which amended Rule 15c2-12 (as hereinafter defined) originally adopted by the Commission on June 28, 1989; and

WHEREAS, Rule 15c2-12 provides that it is unlawful for any broker, dealer or municipal securities dealer (hereinafter, a “Participating Underwriter”) to act as an underwriter for the Bonds unless the Participating Underwriter complies with the requirements of Rule 15c2-12 or is exempted from its provisions; and

WHEREAS, Rule 15c2-12 requires, among other things, that a Participating Underwriter shall not purchase or sell the Bonds unless the Participating Underwriter has reasonably determined that an “obligated person” (within the meaning of Rule 15c2-12) has undertaken, in a written agreement for the benefit of the Bondholders (as hereinafter defined), to provide certain information relating to such “obligated person”; and

WHEREAS, the Authority has determined that the Municipality is or will be an “obligated person” with respect to the Bonds within the meaning of Rule 15c2-12 and is therefore required to cause the delivery of the information described in this Agreement to the municipal securities marketplace for the period of time specified in this Agreement; and

WHEREAS, the Dissemination Agent and the Municipality are entering into this Agreement for the benefit of Bondholders;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Municipality and the Dissemination Agent agree as follows:

Section 1. Definitions.

Capitalized terms used herein and not otherwise defined in this Section 1 have the meanings given to such terms in the preambles to this Agreement. In addition, the following words shall have the following meanings for all purposes of this Agreement:

“**Annual Information**” shall mean the information specified in Section 3 hereof.

“**Bondholder**” shall mean any registered owner of Bonds and any beneficial owner of Bonds within the meaning of Rule 13d-3 under the Securities Exchange Act of 1934.

“**Event of Default**” shall have the meaning set forth in Section 801 of the Bond Resolution.

“**GAAS**” shall mean generally accepted auditing standards as in effect from time to time in the United States of America.

“**MSRB**” shall mean the Municipal Securities Rulemaking Board established in accordance with the provisions of Section 15B(b)(1) of the Securities Exchange Act of 1934, or any successor thereto or to the functions of the MSRB contemplated by this Agreement.

“**Official Statement**” shall mean the Official Statement of the Authority dated October __, 2023 relating to the Bonds.

“**Rule 15c2-12**” shall mean Rule 15c2-12 adopted by the Commission under the Securities Exchange Act of 1934, as it may be amended from time to time, including administrative or judicial interpretations thereof.

Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include firms, associations, corporations, districts, agencies and bodies.

Section 2. Obligation to Provide Continuing Disclosure.

(i) The Municipality hereby undertakes for the benefit of the Bondholders to provide or cause to be provided in an electronic format as prescribed by the MSRB either directly (with a copy to the Dissemination Agent) or through the Dissemination Agent (linked to the CUSIP Numbers listed on Schedule A):

(a) to the MSRB, if any, no later than the first day of the tenth month after the end of each fiscal year, commencing with the first fiscal year in which the payments scheduled to be made by the Municipality pursuant to its Local Unit Bonds in any calendar year equal or exceed twenty percent (20%) of the debt service scheduled to be paid with respect to the Bonds in such calendar year, the Annual Information relating to such fiscal year, together with audited financial statements of the Municipality for such fiscal year if audited financial statements are then available; provided, however, that if audited financial statements are not then available, the Municipality shall deliver unaudited financial statements with such filing, and will subsequently deliver to the MSRB audited financial statements when they become available; and

(b) to the MSRB, in a timely manner, notice of a failure to provide any Annual Information and unaudited financial statements or audited financial statements if available in accordance with the provisions of clause (a) above.

(ii) Nothing herein shall be deemed to prevent the Municipality from disseminating any other information in addition to that required hereby in the manner set forth herein or in any other manner. If the Municipality disseminates any such additional information, the Municipality shall have no obligation to update such information or include it in any future materials disseminated pursuant to this Agreement.

(iii) If the Dissemination Agent fails to receive a copy of the Annual Information and unaudited financial statements or audited financial statements if available by the date which is thirty days prior to the date required in clause (a) of subsection (i) above, the Dissemination Agent shall promptly send written notice to the Municipality advising of such failure. Whether or not such notice is given or received, if the Dissemination Agent fails to receive the Annual Information and unaudited financial statements or audited financial statements if available by the end of the first day of the tenth month in which such information was due to the MSRB, the Dissemination Agent shall promptly send a notice to the MSRB, of the Dissemination Agent's failure to receive such information. If the Dissemination Agent receives the Annual Information and unaudited financial statements or audited financial statements if available accompanied by a written request from the Municipality that the Dissemination Agent file such information with the MSRB, the Dissemination Agent shall so file such information promptly after the receipt thereof, and the Municipality hereby requests that the Dissemination Agent, upon receipt of the Annual Information and unaudited financial statements or audited financial statements if available from the Municipality, file such information with the MSRB. The Municipality's obligations pursuant to clause (a) of subsection (i) above shall commence with the fiscal year ending December 31, 20__ and shall terminate with the fiscal year ending December 31, 20__.

If the Dissemination Agent receives the audited financial statements after the date required in clause (a) of subsection (i) above, the Dissemination Agent shall file the audited financial statement with the MSRB and the Municipality requests the Dissemination to so file. The Dissemination Agent shall not be responsible to send reminders or requests for such audited financial statements after the date required in clause (a) of subsection (i) above.

(iv) Unless otherwise required by law, all notices, documents and information provided to the MSRB shall be provided in an electronic format as prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(v) The Municipality agrees to provide notice either directly or through the Dissemination Agent to the MSRB, in a timely manner not in excess of nine business days following the events identified in this paragraph, notice of (a) bankruptcy, insolvency, receivership or similar event of the Municipality, (b) the consummation of a merger, consolidation, or acquisition involving the Municipality, or the sale of all or substantially all of the assets of the Municipality, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material, (c) incurrence of a financial obligation (as defined in Rule 15c2-12) of the Municipality, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Municipality, any of which affect security holders, if material or (d) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Municipality, any of which reflect financial difficulties. The Dissemination Agent shall provide notice of the preceding events to the MSRB within one (1) business day after receipt by the Dissemination Agent of such notice from the Municipality.

(vi) The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Municipality pursuant to this Agreement. The Dissemination Agent shall have no obligation to disclose information about the Bonds except as expressly provided herein. The fact that the Dissemination Agent or any affiliate thereof may have any fiduciary or banking relationship with the Municipality, apart from the relationship created by Rule 15c2-12, shall not be construed to mean that the Dissemination Agent has actual knowledge of any event or condition except as may be provided by written notice from the Municipality. The Dissemination Agent shall have no duty or obligation to review any information provided to it hereunder and shall not be deemed to be acting in any fiduciary capacity for the Municipality, the Bondholders or any other party.

Section 3. Annual Information.

(i) The required Annual Information shall consist of information pertaining to the finances and operating data of the Municipality substantially of the type captioned as follows and as described under the heading "SECONDARY MARKET DISCLOSURE – Obligated Borrower Obligation to Provide Continuing Disclosure" to the Official Statement and Exhibit A to this Agreement: "Tax Collection History," "Components of Tax Rate," "Assessed Valuations and Tax Rates," "Ten Largest Taxpayers," "General Tax Rate and Total Net Debt," "Debt Summary," "Assessed Valuation of Real and Business Personal Property, By Classification" and "Comparative Aggregate Equalized Valuation".

(ii) All or any portion of the Annual Information may be incorporated in the Annual Information by cross reference to any other documents which have been either (a) made available to the public on the MSRB internet website or (b) filed with the Commission.

(iii) Annual Information for any fiscal year containing any modified operating data or financial information (as contemplated by Section 7(v) hereof) for such fiscal year shall explain, in narrative form, the reasons for such modification and the effect of such modification on the Annual Information being provided for such fiscal year. If a change in accounting principles is included in any such modification, such Annual Information shall present a comparison between

the financial statements or information prepared on the basis of the modified accounting principles and those prepared on the basis of the former accounting principles.

Section 4. Financial Statements.

The Municipality's annual financial statements for each fiscal year shall be audited in accordance with GAAS as in effect from time to time. The Municipality shall prepare its financial statements on a basis of accounting prescribed by the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey pursuant to Chapter 5 of Title 40 A of the New Jersey Statutes as in effect from time to time. Such financial statements shall be audited by a registered municipal accountant of the State of New Jersey or as otherwise may be permitted by then applicable law of the State of New Jersey.

Section 5. Remedies.

If the Municipality shall fail to comply with any provision of this Agreement, then the Dissemination Agent or any Bondholder may enforce, for the equal benefit and protection of all Bondholders similarly situated, by mandamus or other suit or proceeding at law or in equity, the provisions of this Agreement against the Municipality and any of the officers, agents and employees of the Municipality and may compel the Municipality or any such officers, agents or employees to perform and carry out their duties under this Agreement; provided that the sole and exclusive remedy for breach of this Agreement shall be an action to compel specific performance of the obligations of the Municipality hereunder and no person or entity shall be entitled to recover monetary damages hereunder under any circumstances. Failure to comply with any provision of this Agreement shall not in any manner constitute an Event of Default.

Section 6. Parties in Interest.

This Agreement is executed and delivered solely for the benefit of the Bondholders. No other person, other than the Dissemination Agent, shall have any right to enforce the provisions hereof or any other rights hereunder.

Section 7. Amendments.

Without the consent of any Bondholders, the Municipality and the Dissemination Agent at any time and from time to time may enter into any amendments or modifications to this Agreement for any of the following purposes:

- (i) to comply with or conform to any changes in Rule 15c2-12 (whether required or optional) which are applicable to the Bonds;
- (ii) to add a dissemination agent for the information required to be provided by the Municipality hereunder and to make any necessary or desirable amendments or modifications in connection therewith;
- (iii) to evidence the succession of another entity to the Municipality and the assumption by any such successor of the covenants and agreements of the Municipality hereunder;

(iv) to add to the covenants and agreements of the Municipality hereunder for the benefit of the Bondholders, or to surrender any right or power conferred upon the Municipality by this Agreement; or

(v) to modify the contents, presentation and format of the Annual Information from time to time as a result of a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the Municipality; provided that (1) the Agreement, as amended, would have complied with the requirements of Rule 15c2-12 at the time of the offering of the Bonds, after taking into account any amendments or interpretations of Rule 15c2-12, as well as any change in circumstances; and (2) the amendment or change does not materially impair the interests of Bondholders, as determined either by a party unaffiliated with the Municipality (such as the Dissemination Agent or bond counsel), or by the vote or consent of Bondholders of a majority in outstanding principal amount of the Bonds affected thereby at or prior to the time of such amendment or change.

Section 8. Termination.

This Agreement shall remain in full force and effect until the earlier of such time as the principal of and interest on the Bonds shall have been paid in full or the Bonds shall have otherwise been paid or legally defeased pursuant to the Bond Resolution.

Section 9. The Dissemination Agent.

The Municipality shall indemnify and hold harmless the Dissemination Agent in connection with this Agreement to the same extent as the Trustee as provided for by the Authority in the Bond Resolution for matters arising thereunder.

Section 10. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without regard to principles of conflict of laws.

Section 11. Counterparts.

This Agreement may be executed in one or more counterparts, and when the Municipality and the Dissemination Agent have each executed and delivered at least one counterpart, this Agreement shall become binding on the Municipality and the Dissemination Agent and such counterparts shall be deemed to be one and the same document.

Section 12. Severability.

In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, (i) the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, and (ii) the Municipality and the Dissemination Agent shall engage in good faith negotiations to replace the invalid, illegal or unenforceable provisions with valid legal and enforceable provisions the effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

Section 13. Headings.

The headings of the sections of this Agreement are for convenience of reference only and shall not affect the meaning or construction of any provision of this Agreement.

IN WITNESS WHEREOF, the undersigned have duly authorized, executed and delivered this Agreement as of the date first above written.

U.S. Bank Trust Company,
National Association
as Dissemination Agent

_____ of _____,
New Jersey

By: _____
Andrea G. Harris
Vice President

By: _____

Mayor

SCHEDULE A

AUTHORITY CUSIP NUMBERS

MATURITY CUSIP

EXHIBIT A

[CY for purposes of this exhibit means most current year in which Annual Information is available.]

**FINANCIAL INFORMATION
OF _____**

TAX COLLECTION HISTORY

<u>Year</u>	<u>Tax Levy</u>	<u>Cash Collections</u>	<u>% of Collections</u>
[CY]	\$	\$	%
[CY - 1]			
[CY - 2]			
[CY - 3]			
[CY - 4]			

COMPONENTS OF TAX RATE

	<u>[CY]</u>	<u>[CY - 1]</u>	<u>[CY - 2]</u>	<u>[CY - 3]</u>	<u>[CY - 4]</u>
Tax Rate:	\$	\$	\$	\$	\$
Apportionment of Tax Rate:					
Municipal					
County					
Local School District					
Municipal Library					

ASSESSED VALUATIONS AND TAX RATES

<u>Year</u>	<u>Tax Rate Per \$100 of Assessed Valuation</u>	<u>Assessed Valuation of Real Property</u>	<u>Average Ratio of Assessed to Tax Value of Real Property</u>	<u>Assessed Valuation of Business Personal Property</u>
[CY]	\$	\$	%	\$
[CY - 1]				
[CY - 2]				
[CY - 3]				
[CY - 4]				

TEN LARGEST TAXPAYERS

	<u>Owner of Record ([Year])</u>	<u>Aggregate Assessed Value</u>	<u>As a Percentage of Assessed Value of Real Property</u>
1.		\$	%
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

GENERAL TAX RATE AND TOTAL NET DEBT

<u>Year</u>	<u>General Tax Rate</u>	<u>Total Net Debt</u>	<u>Net Debt as a Percentage of Equalized Tax Valuation Basis</u>
[CY]	\$	\$	%
[CY - 1]			
[CY - 2]			
[CY - 3]			
[CY - 4]			

OF
DEBT SUMMARY
AS OF DECEMBER 31, [Year]
(IN DOLLARS)

GROSS DEBT:

Municipal Portion of School District Debt	\$
Self-Liquidating	
Sewer Utility	
Marina Utility	
Municipal	
Bonds	
BANS	
Authorized but not issued	
Green Trust Loans	

TOTAL GROSS DEBT	\$
(Less)	
Municipal Portion of School District Debt	
Self-Liquidating Debt	
Municipal Debt (reserve)	

NET DEBT **\$**

Source: _____ of _____, [Year] Annual Debt Statement

SUMMARY OF DEBT RATIOS:

	<u>Per Capita</u> ⁽¹⁾	<u>Ratio to Assessed Value</u> ⁽²⁾	<u>Ratio to Equalized Value</u> ⁽³⁾
	\$	%	%
Net Debt			

⁽¹⁾ [Year] Monmouth County Planning Board Estimated Population is [_____].

⁽²⁾ Municipal Assessed value is \$[_____].

⁽³⁾ Municipal 3 yr. Average equalized value is \$[_____].

**ASSESSED VALUATION OF REAL AND
BUSINESS PERSONAL PROPERTY, BY CLASSIFICATION**

<u>Year</u>	<u>Vacant Land (# of Parcels)</u>	<u>Taxable Value</u>	<u>Residential (# of Parcels)</u>	<u>Taxable Value</u>	<u>Apartments (# of Parcels)</u>	<u>Taxable Value</u>	<u>Commercial (# of Parcels)</u>	<u>Taxable Value</u>
[CY]		\$		\$		\$		\$
[CY-1]								
[CY-2]								
[CY-3]								
[CY-4]								

<u>Year</u>	<u>Industrial (# of Parcels)</u>	<u>Taxable Value</u>	<u>Total Real Property</u>	<u>Personal Property</u>	<u>Farm</u>	<u>Total Property</u>
[CY]		\$	\$	\$	\$	\$
[CY-1]						
[CY-2]						
[CY-3]						
[CY-4]						

COMPARATIVE AGGREGATE EQUALIZED VALUATION

<u>[CY]</u>	<u>[CY - 1]</u>	<u>[CY - 2]</u>	<u>[CY - 3]</u>	<u>[CY - 4]</u>
\$	\$	\$	\$	\$

RESOLUTION NO. 146-2023
APPROVAL OF AN APPLICATION TO THE
NEW JERSEY DEPARTMENT OF ENVIRONMENTAL
PROTECTION SUBMITTED BY DENHOLTZ ACQUISITIONS, LLC FOR
TREATMENT WORKS APPROVAL FOR A NEW PUMP STATION ON RIVER STREET

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

WHEREAS, on May 21, 2019, the Borough Council adopted Resolution No. 102-2019, designating properties known as the "Shrewsbury River Properties" as an area in need of redevelopment; and

WHEREAS, on April 19, 2022, the Borough Council adopted Resolution No. 91-2022, designating Denholtz Acquisition LLC, as the redeveloper of the redevelopment area known as the "Shrewsbury River Properties"; and

WHEREAS, Denholtz Acquisitions, LLC, submitted a proposal to the Borough for the purposes of undertaking redevelopment of the Property; and

WHEREAS, the Borough Council and their professionals reviewed the redevelopment proposals and concept plans, which includes a new pump station on River Street and on December 20, 2022, (Resolution No. 193-2022) the Borough Council approved the redevelopment plan and authorized the Mayor and Clerk to execute a Redevelopment Agreement between Denholtz Acquisitions, LLC and the Borough of Sea Bright; and

WHEREAS, as part of the permitting process for the pump station, Denholtz Acquisitions, LLC is submitting an application to the New Jersey Department of Environmental Protection, Division of Water Quality, for a Treatment Works Approval (TWA) which requires a certification by the municipality that they consent to the submission of the TWA application and that the plans conform with the requirements of all municipal ordinances; and

WHEREAS, Borough Engineer, Gregory S. Blash, P.E. has reviewed the TWA application submitted by Denholtz Acquisitions, LLC and stated in a letter dated August 30, 2023, that the proposed River Street Sanitary Sewer Pump Station has adequate capacity to accommodate the anticipated sewer flows from the new redevelopment project; and

NOW, THEREFORE, BE IT RESOLVED, that the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, does hereby authorize the Borough Administrator to sign the Treatment Works Approval Application submitted to the New Jersey Department of Environmental Protection, Division of Water Quality for the proposed River Street Pump Station as part of the redevelopment project by Denholtz Acquisitions, LLC; and

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

1. Denholtz Acquisitions, LLC
2. Planning Board Secretary
3. NJDEP

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

September 5, 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 September 5, 2023.

Christine Pfeiffer, Borough Clerk

ORDINANCE NO. 12-2023

ORDINANCE AUTHORIZING THE LEASING OF CERTAIN CAPITAL EQUIPMENT BY THE BOROUGH OF SEA BRIGHT, NEW JERSEY FROM THE MONMOUTH COUNTY IMPROVEMENT AUTHORITY AND THE EXECUTION OF A LEASE AND AGREEMENT RELATING THERETO

BE IT ORDAINED by the Borough Council of the Borough of Sea Bright, New Jersey (not less than two-thirds of all members thereof affirmatively concurring) as follows:

Section 1. Pursuant to Section 78 of the County Improvement Authorities Law, N.J.S.A. 40:37A-44, et seq., the Borough of Sea Bright (the "Municipality") is hereby authorized to unconditionally and irrevocably lease certain items of capital equipment from The Monmouth County Improvement Authority (the "Authority") pursuant to a Lease and Agreement, substantially in the form submitted to this meeting (the "Lease"), a copy of which is on file in the office of the Clerk to the Municipality. The Mayor is hereby authorized to execute the Lease on behalf of the Municipality in substantially such form as submitted to this meeting and with such changes as may be approved by the Mayor, which approval shall be conclusively evidenced by the execution thereof, and the Clerk to the Municipality is hereby authorized to affix and attest the seal of the Municipality.

Section 2. The following additional matters are hereby determined, declared, recited and stated:

- (a) In recognition of the fact that the lease payment of the Municipality under the Lease will be based, in part, on the amount of bonds issued by the Authority to finance the acquisition of the leased equipment and the interest thereon, the maximum amount of bonds which the Authority shall issue to finance the acquisition of the equipment to be leased to the Municipality shall not exceed \$330,000 and the interest rate on said bonds shall not exceed five and fifty hundredths percent (5.50%) per annum;
- (b) The items to be leased from the Authority shall be as set forth in Schedule A hereto; provided that the Mayor or any authorized municipal representative (as defined in the Lease) may substitute or add items of equipment in accordance with the provisions of the Lease; and
- (c) The lease term applicable to a particular item of leased equipment shall not exceed the useful life of such item.

Section 3. This ordinance shall take effect twenty (20) days after the first publication thereof after final adoption as provided by 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 August 15, 2023, and will be further considered after a Public Hearing held on September 5, 2023, in the Mayor Dina Long Community Room, 1097 Ocean Avenue, at 7:00 pm.

INTRODUCED: August 15, 2023
Public Hearing: September 5, 2023
ADOPTED:

Witness

BOROUGH OF SEA BRIGHT,

CHRISTINE PFEIFFER, Borough Clerk

BRIAN P. KELLY, Mayor

SCHEDULE A - EQUIPMENT LIST

Borough of Sea Bright

<u>Equipment</u>	<u>Useful Life (Years)</u>	<u>Lease Term (Years)</u>	<u>Estimated Cost</u>
DPW Dump Truck with Plow	5	5	\$125,000
Beach Tractor	15	10	125,000
Personal Protective Equipment	5	5	50,000
Total			\$300,000

ORDINANCE NO. 13-2023
AN ORDINANCE AMENDING AND SUPPLEMENTING
CHAPTER 201 ENTITLED "VEHICLES AND TRAFFIC"
OF THE CODE OF THE BOROUGH OF SEA BRIGHT

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

SECTION ONE: Chapter 201, "Vehicles and Traffic", Article II, Parking Regulations, Section 201-6A, Prohibited Parking, of the Code of the Borough of Sea Bright is hereby amended and supplemented to read as follows:

A. No person shall park a vehicle at any time on the following described streets or parts thereof on the side designated:

Name of Street	Side	Location
Bellevue	Both	Entire Length
East Surf Street	Both	Entire Length
Front Street	West	Entire Length
<i>Henry Lane</i>	<i>Both</i>	<i>Entire Length</i>
Mountainview Way	Both	Entire Length
Sandpiper Lane	Both	Entire Length and cul-de-sac
South Street	South	Entire Length
Surf Street	North	Entire Length
<i>Tradewinds Lane</i>	<i>East</i>	<i>Entire Length</i>
Village Road	Both	North Section
Village Road	Both	South Section
Village Road	West	East Section
Waterview Way	Both	From westerly end of street eastward to intersection of North Way
Wayne Street	East	Entire Length
Willow Way	Both	Entire Length

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

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

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

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 August 15, 2023 and will be further considered after a Public Hearing held on September 5, 2023.

INTRODUCED: August 15, 2023
PUBLIC HEARING: September 5, 2023
ADOPTED:

Witness

BOROUGH OF SEA BRIGHT,

CHRISTINE PFEIFFER, CLERK

BRIAN KELLY, MAYOR

ORDINANCE NO. 14-2023
AN ORDINANCE AMENDING AND SUPPLEMENTING
CHAPTER 195, ENTITLED "TOWING",
OF THE CODE OF THE BOROUGH OF SEA BRIGHT

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

SECTION ONE: Chapter 195, "Towing", of the Code of the Borough of Sea Bright, Section 195-13, "Payment of charges; rates,," be and the same is hereby amended and supplemented to read, in full, as follows:

- "A. The vehicle owner shall pay charges for transportation, hauling or service of disabled vehicles. Any unoccupied vehicle parked or standing in violation of any provisions of this Code or contrary to the laws of the Borough, the County of Monmouth or the State of New Jersey shall be deemed a nuisance and a menace to the safe and proper regulation of traffic, and any police officer may provide for the removal of such vehicle by an approved tow truck/wrecker or operator of any approved tow truck/wrecker. The owner of the vehicle shall pay the costs of the removal and storage before regaining possession of the vehicle according to the following rates:
- (1) For towing any passenger automobiles, a maximum fee of \$175.00 may be charged.
 - (2) For every day of dead outdoor storage, \$50.00 per day may be charged for passenger automobiles, trucks and omnibuses and \$125.00 per day may be charged for tractor-trailers.
 - (3) Waiting time and/or winching time for wreckers may be charged at a flat rate fee of \$65.00 per 1/2 hour. Waiting time charged shall not begin until at least 1/2 hour after the time of arrival of the tow truck/wrecker at the scene.
 - (4) If a heavy-duty wrecker is required for towing, the charge shall be \$500.00 per vehicle, plus \$8.75 per mile for towing to the authorized storage facility. If a heavy-duty wrecker must be used for removal of vehicles from accidents, the maximum charge may be \$650.00.
 - (5) If an operator is called out to tow or remove from an accident and there is debris from the accident, such as broken glass, removed bumpers or panels or the like, the operator, upon satisfactory debris cleanup, can charge to the vehicle owner a flat fee of \$75.00 for cleanup services. If needed, \$15.00 per bag of absorbent material.

(6) In the event that a fatality is involved with an accident, a specialized tow company qualified by the appropriate agencies in reconstruction of accident scenes shall be called. Said company shall be responsible for cleanup as set forth in Subsection A(5) of this section.

- B. Every operator of a tow truck/wrecker shall give the owner of the vehicle a written, itemized receipt for the fee paid. Copies of receipts shall be maintained by the operator for two years and shall be available for inspection by authorized Borough officials. Each receipt shall have imprinted on the reverse side a schedule of fees and charges. The schedule of fees and charges shall be posted in the area where these transactions normally take place.”
- C. Operators are permitted to petition the Borough Council, in writing, as to prevailing rates.
- D. The above rates shall comply with any promulgation of the Director of the Division of Community Affairs as per N.J.S.A. 56:13-1 et seq. regarding towing and storage fee schedule for the reimbursement of towing charges and storage charges for private passenger automobiles that are damaged in accidents or are recovered after being stolen.”

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

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

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

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 August 15, 2023 and will be further considered after a Public Hearing held on September 5, 2023.

INTRODUCED: August 15, 2023
PUBLIC HEARING: September 5, 2023
ADOPTED:

Witness

BOROUGH OF SEA BRIGHT

CHRISTINE PFEIFFER, CLERK

BRIAN KELLY, MAYOR

CAPITAL ORDINANCE NO. 15-2023

BOROUGH OF SEA BRIGHT

AN ORDINANCE PROVIDING FUNDING FOR THE SAND REPLENISHMENT PROJECT FOR THE BOROUGH OF SEA BRIGHT AND APPROPRIATING \$55,000 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 the sand replenishment project as the local share of a joint project conducted by the New Jersey Department of Environmental Protection, the Army Corps of Engineers and the County of Monmouth for the Borough of Sea Bright, to be funded from the sources specified in Section 2 of the Ordinance.

Section 2. The amount of \$55,000 is hereby appropriated for the purposes stated in Section 1 of the Ordinance and which amount was funded from the Borough's Beach Utility Capital Improvement Fund in the amount of \$55,000.

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: September 5, 2023

PUBLIC HEARING: September 5, 2023

ADOPTED:

Witness

BOROUGH OF SEA BRIGHT,

CHRISTINE PFEIFFER, CLERK

BRIAN P. KELLY, MAYOR

**VOUCHER LIST
SEPTEMBER 5, 2023
BOROUGH OF SEA BRIGHT**

2790	ACB SERVICES, INC.		
23-00886	08/08/23 Buildings & Grounds	Open	3,888.73
02113	AMERICAN WATER		
23-00945	08/21/23 SEWER	Open	326.48
01494	ATLANTIC TACTICAL, INC.		
23-00889	08/08/23 POLICE: MATERIALS & SUPPLIES	Open	2,474.75
02036	BAHRLE, DAVID		
23-00942	08/17/23 SEWER	Open	50.00
00064	BONHIVERT, JAMES B.		
23-00954	08/23/23 ESCROW RLS.	Open	200.00
01631	BOROUGH OF OCEANPORT		
23-00992	08/31/23 COURT	Open	6,500.00
00627	BOROUGH OF RUMSON		
23-01001	08/31/23 POLICE	Open	100.00
01565	BOROUGH OF SEA BRIGHT		
23-00994	08/31/23 ADMIN	Open	4,867.50
00530	BULLET LOCK & SAFE CO., INC.		
23-00883	08/08/23 Buildings & Grounds	Open	12.00
2832	CAPPILLO, CHRISTOPHER		
23-00960	08/23/23 ESCROW RLS.	Open	200.00
00230	CERTIFIED SPEEDOMETER		
23-00822	07/25/23	Open	396.00
2680	CINTAS		
23-00933	08/15/23 Beach	Open	341.17
23-00934	08/15/23 Buildings & Grounds	Open	159.04

			500.21
2555	CJM ASSOC. OF SEA BRIGHT		
23-00991	08/31/23 LEASE	Open	500.00
01801	COLLIER ENGINEERING & DESIGN		
22-00646	06/06/22 ENGINEER	Open	1,062.50
3002	COLSON, RANDOLPH P.		
23-00956	08/23/23 ESCROW RLS.	Open	244.00
01493	COOPERATIVE INDUSTRIES, L.L.C.		
23-00995	08/31/23 NAT.GAS	Open	252.00
2897	COPS		
23-00931	08/15/23 POLICE: EDUCATION & TRAINING	Open	159.00
3009	DICOVSKY, CLAUDIO		
23-00947	08/23/23 ESCROW RLS.	Open	445.00
3007	DULCZAK, SUSAN		
23-00949	08/23/23 ESCROW RLS.	Open	944.00
02168	EVOQUA WATER TECHNOLOGIES, LLC		
23-00855	08/01/23 Sewer	Open	1,785.00
2833	FEDERAL RENT A FENCE		
23-00965	08/25/23 PARKING	Open	201.00
2780	FISH WINDOW CLEANING		
23-00857	08/01/23 Buildings & Grounds	Open	2,233.00

2406	FP MAILING SOLUTIONS 23-00998 08/31/23 ADMIN	Open	98.85
02101	GANNETT NJ NEWSPAPERS 23-00964 08/25/23 CLERK	Open	39.60
00979	GIBBONS, P.C. 23-00997 08/31/23 LEGAL	Open	475.00
01194	LENCO SUPPLY, INC. 23-00827 07/25/23 Streets & Roads	Open	580.00
3003	HILLIARD CONSTRUCTION 23-00955 08/23/23 ESCROW RLS.	Open	295.00
2478	HOLISTIC WELLNESS, LLC 23-00971 08/28/23 LIBRARY	Open	700.00
2710	HOLMDEL TOWNSHIP 23-00989 08/31/23 FISCAL	Open	3,567.17
01285	HOME DEPOT CREDIT SERVICES 23-00929 08/15/23 Beach	Open	369.69
	23-00930 08/15/23 Buildings & Grounds	Open	32.33

			402.02
2592	INSTITUTE FORENSIC PSYCHOLOGY 23-00894 08/08/23	Open	1,050.00
2323	INTEGRATED SYSTEMS & SERVICES 23-00932 08/15/23 Buildings & Grounds	Open	243.00
2297	INTEGRATED TECHNICAL SYSTEMS 23-00961 08/24/23 PARKING	Open	540.00
2561	INTRON TECHNOLOGY SOLUTIONS 23-01003 08/31/23 TELECOMM	Open	10,260.00
	23-01004 08/31/23 TELECOMM	Open	11,843.90

			22,103.90
01419	J. SWANTON FUEL OIL CO., INC. 23-00973 08/28/23 FUEL	Open	601.61
2573	JCP & L 23-01000 08/31/23 ELECTRIC	Open	8,672.51
2488	JERSEY SHORE POWERSPORTS 23-00885 08/08/23	Open	1,115.16
00297	JESSE A. HOWLAND & SONS, INC. 23-00990 08/31/23 LEASE	Open	1,705.00
01784	JUNGLE LASERS, LLC 23-00966 08/28/23 BLDG.DEPT	Open	520.00
3000	KATHLEEN FORSMAN LIVING TRUST 23-00958 08/23/23 ESCROW RLS.	Open	253.50
3111	KOWALSKI-LODATO, MONICA 23-00974 08/28/23 PLAN.BRD.	Open	17,114.68
00108	LEON S. AVAKIAN, INC. 23-00848 08/01/23 ENGINEER-BULKHEAD	Open	6,427.50
	23-00970 08/28/23 ENGINEER	Open	5,841.25

			12,268.75
2838	MOBILE PAYMENT PROCESSING SYS 23-00968 08/28/23 PARKING	Open	3,486.75
02229	MONMOUTH COUNTY PUBLIC WORKS 23-00899 08/08/23 Flood Truck Repairs	Open	5,111.10

02045	MONMOUTH COUNTY SPCA		
23-00993	08/31/23 ANIMAL	Open	325.00
00190	MUNICIPAL CLERKS ASSOC OF NJ		
23-00797	07/14/23 2023/2024 Membership Dues	Open	175.00
00818	NAVESINK PARTNERS, LLC		
23-00940	08/17/23 ESCROW RELEASE	Open	1,000.00
2473	NAYLORS AUTO PARTS		
23-00900	08/08/23 Parts	Open	89.91
01399	NEW JERSEY AMERICAN WATER		
23-00969	08/28/23 WATER	Open	6,002.97
3010	NJ AMERICAN WATER-SHREWSBURY		
23-00953	08/23/23 ESCROW RLS.	Open	625.00
00113	NJ NATURAL GAS COMPANY		
23-00962	08/24/23 NAT GAS	Open	666.67
00502	NJ STATE LEAGUE/MUNICIPALITIES		
23-00979	08/29/23 NJLOM Badge Registration	Open	780.00
2999	O'CONNOR,RICHARD T.		
23-00959	08/23/23 ESCROW RLS.	Open	1,000.00
01309	OCEANPORT BOARD OF EDUCATION		
23-00773	07/13/23 SCHOOL TAX	Open	74,140.00
02226	ORIGINAL WATERMEN		
23-00599	05/30/23 JR.LIFEGUARD	Open	10,611.46
2525	POOR JOHNS PORTABLE TOILETS		
23-01002	08/31/23 BEACH	Open	566.00
01463	PUMPING SERVICES, INC.		
23-00565	05/18/23 STORMWATER	Open	37,410.75
00164	RAIN, WILLIAM		
23-00999	08/31/23 HEALTH	Open	161.10
3004	ROUX ASSOCIATES, INC.		
23-00952	08/23/23 ESCROW RLS.	Open	560.00
00244	SEA BRIGHT FIRST AID, INC.		
23-00982	08/29/23 Lease Agreement	Open	2.00
02153	SHERATON ATLANTIC CITY		
23-00939	08/15/23 NJLOM Room Reservation-Verruni	Open	288.00
3001	SHIPS DECK INC.		
23-00957	08/23/23 ESCROW RLS.	Open	795.02
01027	SHORE BUSINESS SOLUTIONS		
23-01006	08/31/23 A&E	Open	649.23
00053	SHORE REGIONAL HIGH SCHOOL		
23-00778	07/13/23 HIGH SCHOOL TAX	Open	184,110.84
01933	SKYLANDS AREA FIRE EQUIPMENT		
23-00474	05/02/23 Purchase of Equipment	Open	8,862.82
3006	STAP,MICHAEL J.		
23-00950	08/23/23 ESCROW RLS	Open	264.97
02225	STAPLES ADVANTAGE		
23-00884	08/08/23 Office Supplies	Open	264.70
23-00972	08/28/23 LIBRARY	Open	114.99

			379.69

3008	SULLIVAN,RICHARD		
	23-00948 08/23/23 ESCROW RLS.	Open	194.56
00656	TAYLOR FENCE CO., INC.		
	23-00936 08/15/23	Open	1,450.00
00973	THE TWO RIVER TIMES		
	23-00967 08/28/23 POLICE	Open	50.00
01243	TREASURER, STATE OF NEW JERSEY		
	23-00963 08/25/23 SAND REPLENISHMENT	Open	296,431.83
02114	TWO RIVERS WATER RECLAMATION		
	23-00946 08/21/23 SEWER	Open	121,736.05
2896	VERBAL JUDO INSTITUTE, INC.		
	23-00896 08/08/23 POLICE: EDUCATION & TRAINING	Open	150.00
02061	VERIZON WIRELESS		
	23-00944 08/17/23 CELLS	Open	201.93
	23-00996 08/31/23 CELLS	Open	1,554.65

			1,756.58
3005	WOLFF III, HENRY F.		
	23-00951 08/23/23 ESCROW RLS.	Open	200.00

TOTAL: \$ 859,720.22

Manual Checks / Wire Transfers

8/17/2023	JCP & L		\$5,970.28
	23-00941	PARTIAL BILLING-AUGUST	
8/31/2023	C.M.R.S..-FP-US POSTAL SRVC		\$607.00
	23-01005	REFILL POSTAGE MACHINE	

TOTAL: \$ 6,577.28

GRAND TOTAL: \$ 866,297.50