



**LAKE COMO BOROUGH  
1740 MAIN STREET  
LAKE COMO, NJ 07719  
(732) 681-3232  
AGENDA**

**DATE: MARCH 29, 2021 – VIRTUAL MEETING  
REGULAR MEETING**

**MEETING CALLED TO ORDER**

**SALUTE TO FLAG AND MOMENT OF SILENT REFLECTION**

**SUNSHINE LAW**

Introduction as required under the Sunshine Law: Adequate notice of this meeting has been provided by the adoption of a Resolution by the Mayor and Council on the fifth day of January 2021 in which Resolution the time and place of Agenda and Regular Meetings commencing with January 5, 2021 were set forth. Notice of same was delivered to the Asbury Park Press the Coast Star and TAPinto and a copy of the notice was posted on the borough website at [www.lakecomonj.org](http://www.lakecomonj.org) and on the bulletin board in Borough Hall. All meetings are open to the public.

**ROLL CALL**

Douglas Witte  
Hawley Scull  
Christopher D'Antuono  
Nick DeMauro  
Peter Ventrice

**COMMUNICATIONS**

**REPORTS OF COMMITTEES**

**UNFINISHED BUSINESS**

**PUBLIC COMMENTS ON NEW BUSINESS**

## **CONSENT AGENDA**

All items listed under this section are considered to be routine by the Borough Council and will be enacted by one motion. There will be no separate discussion on these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

## **NEW BUSINESS**

Resolution 2021-75

Appointing Councilmember  
Offered by Councilwoman Scull

Resolution 2021-76

Refunding Bid Purchase  
Offered by Councilman D'Antuono

Resolution 2021-77

Amending Police Contract  
Offered by Councilman Witte

Ordinance 2021-957

Second Reading and Public Hearing  
Bamboo Ordinance Amendments  
Offered by Councilman D'Antuono

## **PUBLIC COMMENTS**

## **NEXT MEETING**

The next regular meeting of the Mayor and Council will be held on Tuesday, April 6, 2021, immediately following the 7:30 PM Workshop meeting and the location is to be determined. All meetings are open to the public.

## **MOTION TO ADJOURN**

**RESOLUTION 2021-75**

**WHEREAS**, Mayor Kevin G. Higgins has appointed

Heather Albala-Doyle

To the position of Councilwoman

for the Borough of Lake Como

Commencing March 29, 2021.

Dated: 03/29/2021

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Kevin G. Higgins  
Mayor

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Louise A. Mekosh, RMC, CMC, CMFO  
Borough Clerk/Administrator



## *Borough of Lake Como*

1740 Main Street • Lake Como, New Jersey 07719  
(732) 681-3232 • FAX (732) 681-8981

Kevin G. Higgins  
*Mayor*

Louise A. Mekosh  
*Borough Clerk/Administrator*

### *Oath of Office*

I, Heather Albala-Doyle that I will support the Constitution of the United States and the Constitution of the State of New Jersey and that I will bear true faith and allegiance to the same and to the Governments established in the United States and in this State, under the authority of the people; and that I will faithfully, impartially, and justly perform all of the duties of the position of Councilwoman according to the best of my ability. So help me God.

Dated: March 29, 2021

\_\_\_\_\_  
Heather Albala-Doyle

Attest: \_\_\_\_\_  
Louise A. Mekosh, RMC,CMC,CMFO  
Borough Clerk/Administrator

**RESOLUTION NO. 2021-76**

**RESOLUTION REFUNDING FUNDS PAID  
FOR VACANT LAND BLOCK 26, LOT 1**

**WHEREAS**, the Borough of Lake Como is the property owner of vacant land located at Block 26, Lot 1 with dimensions of 16.6 x 90.41 and;

**WHEREAS**, the adjacent property owner expressed an interest in the property and the Governing Body approved the public sale of Block 26, Lot 1; and

**WHEREAS**, the auction was advertised and the property was described as a non-buildable lot and bidding closed on December 1, 2020 with a bid amount of \$5,100.00; and

**WHEREAS**, the bidder was Michael Grogran, 1304 Ocean Avenue, Unit 7A, Belmar NJ and after exploring his options requested that he be issued a refund.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Lake Como that the amount of \$5,100.00 is hereby authorized to be refunded to Michael Grogran.

Dated: 03/29/21

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Kevin G. Higgins  
Mayor

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Louise A. Mekosh, RMC, CMC, CMFO  
Borough Clerk/Administrator

ADDENDUM TO CONTRACT  
FOR POLICE SERVICES

This Addendum to the POLICE SERVICES AGREEMENT is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between THE BOROUGH OF BELMAR ("Belmar"), a body politic and corporate in the County of Monmouth, in the State of New Jersey and THE BOROUGH OF LAKE COMO ("Lake Como") a body politic and corporate in the County of Monmouth, in the State of New Jersey.

*WITNESSETH:*

WHEREAS, Lake Como and Belmar entered into a Police Services Contract effective May 11, 2016 (the "Police Services Contract"); and

WHEREAS, Belmar is providing certain police services to Lake Como pursuant to the Police Services Contract; and

WHEREAS, the Police Services Contract does not include providing Emergency Medical Services ("EMS") or First Aid services; and

WHEREAS, Belmar's First Aid Squad has been providing EMS and First Aid services to Lake Como; and

WHEREAS, Belmar's First Aid Squad will be ceasing services to Belmar and Lake Como; and

WHEREAS, after the Belmar First Aid Squad ceases operations, the Belmar Police Department will assume the duties and responsibilities of the Belmar First Aid Squad for Belmar; and

WHEREAS, Belmar's Police Department is qualified to provide EMS and First Aid services; and

WHEREAS, Lake Como desires to have the Belmar Police Department provide Lake Como with EMS and First Aid services after the Belmar First Aid Squad ceases operations; and

WHEREAS, Belmar and Lake Como desire to amend the Police Services Contract to include EMS and First Aid services, pursuant to the terms set forth herein; and

WHEREAS, the parties believe that amending the Police Services Contract to include EMS and First Aid services is beneficial to the residents of both Belmar and Lake Como; and

WHEREAS, Belmar has approved this Addendum pursuant to Resolution \_\_\_\_\_ and Lake Como has approved this Addendum pursuant to Resolution \_\_\_\_\_.

NOW, THEREFORE, with the foregoing recital paragraphs incorporated herein by this reference and in consideration of the mutual covenants contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

**1. Services.**

The law enforcement services enumerated in Schedule A to the Police Services Contract are hereby amended to include EMS and First Aid services for Lake Como. Belmar shall provide Lake Como with the same level of EMS and First Aid services it provides to Belmar residents.

**2. Additional Payment.**

For providing EMS and First Aid Services to Lake Como, Lake Como shall pay Belmar an amount equal to 25% of its non-beach first aid operating budget. The additional payment shall be paid annually no later than November 30<sup>th</sup> of each year, or within 30 days of receipt of an invoice from Belmar, whichever is later. The fee for 2021 shall be prorated. Lake Como

shall be entitled to review the books and records of Belmar to confirm the costs of first aid services, upon reasonable request.

**3. Right to Cancel EMS and First Aid Services.**

Each party shall have the right to cancel the services provided by this Addendum, for any reason or no reason, by providing the non-cancelling party at least six (6) months written notice of termination. Such termination shall be strictly limited to EMS and First Aid services only.

**4. Original Terms And Conditions Unchanged**

All other terms and conditions of the Police Services Contract, that are not specifically modified or replaced by the terms and conditions set forth herein, shall remain in full force and effect and are hereby incorporated by reference into this Addendum as if fully set forth herein.

**5. Entire Agreement.**

This Addendum and the Police Services Contract together represent the entire agreement between the parties and cannot be changed or modified orally. This Addendum and the Police Services Contract together may be supplemented, amended or revised only by a writing which is signed by all of the parties hereto.

**6. Severability.**

If any part of this Addendum shall be held to be unenforceable, the rest of this Addendum shall nevertheless remain in full force and effect.



IN WITNESS WHEREOF, the parties hereto have executed this Addendum the date first above written.

ATTEST:

BOROUGH OF LAKE COMO

\_\_\_\_\_  
Louise A. Mekosh, Administrator

By: \_\_\_\_\_  
Kevin Higgins, Mayor

ATTEST:

BOROUGH OF BELMAR

\_\_\_\_\_  
Edward D. Kirschenbaum, Sr.,  
Administrator

By: \_\_\_\_\_  
Mark Walsifer, Mayor

**ORDINANCE 2021-957**  
**ORDINANCE AMENDING ORDINANCE 2019-944**  
**OF THE BOROUGH OF LAKE COMO**  
**REGULATING THE PLANTING OR GROWING**  
**OF BAMBOO WITHIN THE BOROUGH**

BE IT ORDAINED BY THE BOROUGH COUNCIL OF THE BOROUGH OF LAKE COMO THAT CHAPTER 10, SECTIONS III, IV AND V BE AMENDED AS FOLLOWS:

**SECTION III. NO PLANTING OF RUNNING BAMBOO.**

- A. The inground planting of Running Bamboo is prohibited in the Borough of Lake Como.

**SECTION IV. REGULATION OF AND LIMITATIONS ON EXISTING RUNNING BAMBOO.**

- A. In the event any species commonly known as “Running Bamboo” is located upon any property within the Borough of Lake Como, prior to the effective date of this prohibition, the owner and occupant of said property shall jointly and severally be required to confine such species to prevent encroachment, spread, invasion or intrusion of same onto any other private or public property or public right-of-way. In lieu of confining the species, the property owner or occupant may elect to totally remove the Bamboo from the property. Failure to properly confine such Bamboo shall require removal as set forth below. The cost of said Removal shall be at the Bamboo property owner’s expense.

**SECTION V. REMOVAL OF RUNNING BAMBOO.**

- A. Whenever Running Bamboo, as defined by this Chapter, is found on any plot of land, lot or any other premises or place, and is found to lack appropriate physical barriers to prevent the spread or growth of the species, or is found to have spread beyond the boundaries of a property, violations shall be given to the owner of the property from which the invasive species has spread, in writing, to remove or abate the same within thirty days. The cost of all remedies, including the removal of plantings of invasive plants, shall be borne by the property owner.
- B. Any person violating the provisions of this Chapter shall, upon conviction, be punished by a fine of not more than \$2,000, or community service, as determined by the Municipal Court of the Borough of Lake Como. A continuation of such violation for each successive day shall constitute a separate offense and the person or persons allowing or permitting the continuation of such violation will be punished as provided above for each separate offense.