



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

**DATE: NOVEMBER 16, 2020 – VIRTUAL MEETING  
REGULAR MEETING**

**MEETING CALLED TO ORDER**

Mayor Higgins called the meeting to order at 8:02pm

**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 seventh day of January 2020 in which Resolution the time and place of Agenda and Regular Meetings commencing with January 7, 2020 were set forth. Notice of same was delivered to the Asbury Park Press and the Coast Star and a copy of the notice was posted on the bulletin board in Borough Hall. Notice of the virtual meeting was noticed to the papers on November 12, 2020 and a copy of the notice was posted on the bulletin board in Borough Hall and posted on the website. All meetings are open to the public.

**ROLL CALL**

Douglas Witte	Present
Virginia Kropac	Present
Hawley Scull	Excused Absence
Christopher D'Antuono	Present
David Gardner	Present
Nick DeMauro	Present

**APPROVAL OF MINUTES**

Councilman Witte made a motion to approve the minutes from the October 20, 2020 Regular Meetings, seconded by Councilwoman Kropac, all are in favor.

**COMMUNICATIONS**

None on the agenda

**REPORTS OF COMMITTEES**

- Councilman DeMauro reported that he would like to discuss summer traffic patterns before the next summer season. Councilman DeMauro also reported that he has been visiting Behrman Park a lot lately and noticed a lot of residents use the area with their dogs. When the topic of renovating the park comes up again, the idea of a dog park would be a nice addition. All other matters are in order.

- Councilman Gardner reported that the Environmental Commission Meeting for this month has been canceled. All other matters are in order.
- Councilman D'Antuono reported that all matters are in order.
- Councilwoman Kropac reported that all matters are in order.
- Councilman Witte reported that there was a letter to the editor in the paper regarding Belmar First Aid now charging residents. That does not apply to Lake Como residents. Lake Como residents will continue to have their insurance charged but any additional costs will be absorbed by the First Aid. Councilman Witte asked Police Chief Tina Scott if she has anything to report.
  - o Chief Scott reported that she got a call from Santa that he will be in delivering presents on December 16<sup>th</sup>!
 All other matters are in order.
- Mayor Higgins yielded the first part of his report for SMRSA Representative Kevin Lynch to give an update.
  - o SMRSA Representative Kevin Lynch gave a report to the Mayor and Council on the proposed budget for 2021. The total cost for SMRSA services is about \$8,064,000 and Lake Como's share is 5.73%. When it rains a lot, towns have a lot of inflow and infiltration and he has talked with Louise and to connect with Brian Dempsey to see what they did to video their sewer lines to address the inflow & infiltration. It will take a long time to do this analysis but suggests starting the dialogue for this.
 Mayor Higgins reported that Covid numbers have skyrocketed again and indoor and outdoor capacities have been decreased. Indoor capacities have decreased from 25 to 10 people and outdoor numbers decreased from 500 to 150 people. Mayor Higgins is hopeful we can have the tree lighting on December 5<sup>th</sup> which will be an outside only event. If anything changes, it may get canceled. The holiday decorating contest will be held on December 17<sup>th</sup>. All other matters are in order.

**UNFINISHED BUSINESS**

No unfinished business

**PUBLIC COMMENTS ON NEW BUSINESS**

Councilman Witte made a motion to open the meeting to the public, seconded by Councilwoman Kropac, all are in favor.

No Public Comments

Councilwoman Kropac made a motion to close the meeting to the public, seconded by Councilman Witte, all are in favor.

## **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.

Resolution 2020-132  
Canceling Outstanding Checks

Resolution 2020-133  
Refund of Street Opening Escrow

Councilman DeMauro made a motion to approve the item on the consent agenda, seconded by Councilman D'Antuono, roll call vote as follows:  
Yes: Councilmember Witte, Kropac, D'Antuono, Gardner and DeMauro  
No: None  
Abstain: None  
Absent: Councilwoman Scull

## **NEW BUSINESS**

Resolution 2020-134  
Payment of Bills  
Offered by Councilman Witte, seconded by Councilwoman Kropac, roll call vote as follows:  
Yes: Councilmember Witte, Kropac, D'Antuono, Gardner and DeMauro  
No: None  
Abstain: None  
Absent: Councilwoman Scull

Resolution 2020-135  
Payment of NJNG Bill  
Offered by Councilwoman Kropac, seconded by Councilman DeMauro, roll call vote as follows:  
Yes: Councilmember Witte, Kropac, Gardner and DeMauro  
No: None  
Abstain: Councilman D'Antuono  
Absent: Councilwoman Scull

Resolution 2020-136  
Authorizing Signing of Contract  
Offered by Councilman D'Antuono, seconded by Councilman Gardner, roll call vote as follows:  
Yes: Councilmember Witte, Kropac, D'Antuono, Gardner and DeMauro  
No: None  
Abstain: None  
Absent: Councilwoman Scull

## **PUBLIC COMMENTS**

Councilwoman Kropac made a motion to open the meeting to the public, seconded by Councilman Witte, all are in favor.

No Public Comments

Councilman Witte made a motion to close the meeting to the public, seconded by Councilman D'Antuono, all are in favor.

**NEXT MEETING**

The next regular meeting of the Mayor and Council will be held on Tuesday, December 1, 2020, immediately following the 7:30pm Workshop meeting and the location is to be determined. All meetings are open to the public.

**MOTION TO ADJOURN**

Councilman DeMauro made a motion to adjourn, seconded by Councilwoman Kropac, all are in favor.

Respectfully Submitted  
Amy L. Boney  
Deputy Borough Clerk

The minutes of this meeting are not verbatim. Please call Borough Hall at (732)681-3232 to schedule an appointment to hear the tape(s) of this meeting in its entirety. All tapes are subject to being destroyed 80 days after the approval of the Minutes.

**RESOLUTION NO. 2020-132**

**A RESOLUTION AUTHORIZING THE CANCELLING OF OUTSTANDING  
AND STALE CHECKS**

**WHEREAS**, the Borough of Lake Como maintains bank accounts in all funds of the Borough for checking accounts, statement savings and cash management funds; and

**WHEREAS**, the Chief Municipal Finance Officer of the Borough reconciles the various municipal accounts on a monthly basis; and

**WHEREAS**, there exists reconciling items that relate to the period ending 9/30/2020; and

**WHEREAS**, such items are deemed outdated and stale; and

**WHEREAS**, generally accepted accounting principals and general accepted internal control standards require periodic review; and

**WHEREAS**, the Chief Municipal Finance Officer of the Borough has performed and reviewed and determined that such action of cancellation be taken as follows:

**Fund: Checks from Lake Como Current Account Ending in 1165**

Outstanding Checks

<u>Check #</u>	<u>Amount</u>
3/2018 7257	32.61

**Total Amount to be cancelled = \$32.61**

**NOW, THEREFORE, BE IT RESOLVED** that the Chief Municipal Finance Officer is authorized to make such adjustments to the books and records.

**BE IT FURTHER RESOLVED** that certified copies of this resolution shall be forwarded to the Chief Municipal Finance Officer.

Dated: 11/16/20

\_\_\_\_\_  
Kevin Higgins, Mayor

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

**RESOLUTION NO. 2020-133**

**WHEREAS**, Maria Scarpati, owner of 1717 Newman Street, Lake Como, NJ; also known as Block - 7, Lot - 7, applied for Street Opening Permit #20-19 for a driveway apron and sidewalk ; and

**WHEREAS**, in addition to Check #1018 in the amount of \$90.00 for the Application Fee, the **homeowner** also posted a \$600.00 Escrow Fee which is refundable upon satisfactory completion of the job; and

**WHEREAS**, Brendan Maas, Superintendent of the Department of Public Works, did visit the above property address for the purpose of inspecting the street after the completed job and found the street to be in satisfactory condition.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Lake Como that the \$600.00 Escrow Fee posted with Check # 1017 be refunded to Maria Scarpati.

Date: November 16, 2020

\_\_\_\_\_  
Kevin G. Higgins  
Mayor

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

Resolution 2020 - 134

Be it resolved by the Mayor and Council of the Borough of Lake Como that the proper officers be directed and authorized to make payment from the following accounts:

CURRENT ACCOUNT:

Per Attached Bill List \$368,757.50

WATER/SEWER ACCOUNT:

Per Attached Bill List \$ 41,989.97

PAYROLL ACCOUNT:

4837	Employee Payroll Dated 10/28/2020	\$ 24,185.48
2328	Employee Payroll Dated 10/28/2020	11,287.96
4845	Employee Payroll Dated 11/10/2020	25,018.68
2331	Employee Payroll Dated 11/10/2020	11,194.84
1435	Employee Payroll Dated 11/10/2020	134.56
Wire	State of NJ – PERS	<u>7,485.00</u>
		\$ 79,306.52

TOURISM ACCOUNT:

1435 Lake Como Payroll Account \$ 134.56

Dated: November 16, 2020

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Kevin G. Higgins, Mayor

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

20 134

Range: First to Last

P.O. Type: All

Format: Condensed

Include Non-Budgeted: Y

Include Revenue: Y

Open: N Rcvd/Aprv/Held: Y Paid: N Void: N Deleted: N  
Bid: Y State: Y Other: Y Exempt: Y As of Date: 11/13/20

First Enc Date Range: to 11/13/20

PO #	PO Date	Vendor	Description	R/A/H	Amount
20-00392	06/16/20	NJ WATER SUPPLY AUTHORITY	Raw Water Supply		9,546.65
20-00453	07/14/20	STATE OF NEW JERSEY, DIV ABC	Liquor License Renewal 2020-21		27.00
20-00574	09/03/20	JESCO, INC.	Hydraulic Oil		148.14
20-00607	09/16/20	NORTHERN SAFETY CO., INC.	Litter sticks		90.21
20-00637	10/01/20	TAYLOR HARDWARE	October Purchases		161.25
20-00657	10/06/20	ONE CALL CONCEPTS	One Call Service		27.17
20-00670	10/14/20	SHAIN SCHAFFER PC	Legal Services Redevelopment		1,904.00
20-00674	08/31/20	DELIWA WASTE SERVICES	Tipping Fees August 16-31, 2020		4,495.71
20-00675	10/16/20	MONMOUTH COUNTY SPCA	Animal Control September		237.50
20-00676	10/16/20	AMCO PEST SERVICES, INC.	Pest Control October		110.00
20-00678	10/16/20	MERTENS JEWELERS INC.	Baby spoon		17.00
20-00679	10/16/20	DELIWA WASTE SERVICES	Tipping Fees Oct 1-15, 2020		2,737.48
20-00682	10/20/20	JCP&L	Street Lighting		1,940.62
20-00683	10/14/20	SCRUBBER DOCTOR JANITORAL SUPP	Auto dispensers/towels/wipes		442.18
20-00684	10/20/20	Quadient Leasing USA, Inc.	Postage Meter Lease		429.66
20-00685	10/20/20	DENTAL SERVICE ORG	Dental		103.83
20-00686	10/16/20	CME ASSOCIATES	IMPTS 17th Ave PH2		1,525.50
20-00687	10/21/20	Zoom Video Communications, Inc	Annual 10/20/20-10/19/21		1,999.00
20-00688	10/23/20	JOSEPH FAZZI - WALL, LLC	Bolts for leaf machine		5.59
20-00689	10/23/20	LAKE COMO PAYROLL ACCOUNT	Employee Payroll 10/28/2020		35,473.44
20-00690	10/27/20	JESCO, INC.	Plates for Plow		1,824.00
20-00694	10/22/20	Cintas Corporation	Electrostatic Disinfecting		580.24
20-00695	10/28/20	DELIWA WASTE SERVICES	Trash/Recycle Service November		10,216.67
20-00697	10/28/20	JCP&L	Electric Service		239.57
20-00698	10/28/20	CABLEVISION/OPTIMUM	Telephone/Optionline		845.21
20-00700	10/29/20	COSTCO WHOLESALE CLUB	Renewal		255.90
20-00703	10/30/20	JCP&L	Electric Service		427.99
20-00704	11/02/20	STATE OF NJ PENSIONS&BENEFITS	Employee Group Ins November		17,474.90
20-00705	11/02/20	RUTGERS THE STATE UNIVERSITY	Prepare Recycle Tonnage Course		35.00
20-00707	10/28/20	CME ASSOCIATES	Tax Maps		501.00
20-00708	10/28/20	CME ASSOCIATES	IMPTS to 17th Ave PH2		252.00
20-00709	10/28/20	CME ASSOCIATES	IMPTS to 17th Avenue		141.00
20-00710	10/28/20	CME ASSOCIATES	IMPTS to Main St/North Blvd		141.00
20-00711	11/02/20	Craney's Interpreting Services	Travel Time		25.00



PO #	PO Date	Vendor	Description	R/A/H	Amount
20-00712	11/02/20	LAKE COMO BOARD OF EDUCATION	School Tax November	265,195.10	
20-00716	11/02/20	RUTGERS THE STATE UNIVERSITY	Recycle Tonnage Course-Maas	35.00	
20-00718	11/03/20	DELISA WASTE SERVICES	Tipping Fees Oct 16-30,2020	3,287.90	
20-00720	11/04/20	Quadient Finance USA, Inc.	Postage	300.00	
20-00721	11/04/20	LAKE COMO PAYROLL ACCOUNT	Employee Payroll 11/10/2020	36,348.08	
20-00723	11/12/20	DELTA DENTAL OF NEW JERSEY	Dental Ins.	1,012.12	
20-00724	11/12/20	PATRICIA HOLMES	Reimburse Tables Distance Lunc	121.54	
20-00725	11/12/20	VERIZON	Dispatch Telephone	77.24	
20-00726	11/12/20	NEW JERSEY AMERICAN WATER CO.	Purchase of water October	9,171.82	
20-00727	11/12/20	COUNTY TAX ADMINISTRATOR	Records Access Fees	500.00	
20-00728	11/12/20	Marco Technologies LLC	Copy Machine Lease Nov	398.56	
20-00729	11/13/20	LOUISE MEKOSH	Reimburse Laptop Cases	53.26	
Total Purchase Orders:				46	Total P.O. Line Items: 119
Total R/A/H Amount:				410,882.03	

Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
	0-10	368,757.50	0.00	0.00	368,757.50
	0-20	41,989.97	0.00	0.00	41,989.97
	0-74	134.56	0.00	0.00	134.56
Total of All Funds:		<u>410,882.03</u>	<u>0.00</u>	<u>0.00</u>	<u>410,882.03</u>

Resolution 2020 – 135

Be it resolved by the Mayor and Council of the Borough of Lake Como that the proper officers be directed and authorized to make payment from the following account:

CURRENT ACCOUNT:

NJ Natural Gas Co.	PB&G OE	\$121.35
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Dated: November 16, 2020

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Kevin G. Higgins, Mayor

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

**RESOLUTION NO. 2020-136**

**RESOLUTION OF THE BOROUGH OF LAKE COMO  
MONMOUTH COUNTY, NEW JERSEY  
AUTHORIZING THE MAYOR AND CLERK TO EXECUTE A CONTRACT TO  
PURCHASE REAL PROPERTY**

**WHEREAS**, the current owners, Gregory and Deborah Rodriguez (“Sellers”), of the property located at 705 Eighteenth Avenue, Lake Como, New Jersey, shown on the municipal tax map as Lot 24 in Block 35 (“the Property”), are willing to sell the Property; and

**WHEREAS**, the Property is adjacent to public property owned by the Borough of Lake Como (the “Borough” or “Lake Como”) and is located near the redevelopment zone; and

**WHEREAS**, the Borough believes that it is in best interest of its citizens to purchase the Property; and

**WHEREAS**, the parties have executed a Letter of Intent by which Sellers agree to sell the Property to the Borough for the sum of two hundred and eighty five thousand dollars (\$285,000.00);

**WHEREAS**, subject to the due diligence to be conducted by the Borough, the Borough and Sellers are willing to enter into a Contract of Sale for the Property at the stated price;

**NOW, THEREFORE BE IT RESOLVED**, by the Borough Council that the Mayor and Clerk be and are hereby authorized and directed to execute a contract with Gregory and Deborah Rodriguez, substantially in the form of the proposed agreement attached as Exhibit A.

**SO RESOLVED**, as aforesaid,

Dated:

\_\_\_\_\_  
**KEVIN HIGGINS, Mayor**

**CERTIFICATION**

I hereby certify the foregoing Resolution to be a true and exact copy of a Resolution adopted by the Lake Como Borough Council at its meeting held on \_\_\_\_\_, 2020.

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

## CONTRACT FOR SALE OF REAL ESTATE

This Contract for Sale is made as of November \_\_, 2020,

**BETWEEN GREGORY AND DEBORAH RODRIGUEZ**, whose address is 705 Eighteenth Avenue, Lake Como, New Jersey 07719 (“Sellers”),

**AND BOROUGH OF LAKE COMO**, a municipal corporation of the State of New Jersey, whose address is 1740 Main Street, Lake Como, New Jersey 07719 (“Buyer” or “Borough”).

**1. Purchase Agreement.** The Sellers agree to sell and the Buyer agrees to buy the property described in this contract.

**2. Property.** The property to be sold consists of: (a) the land and all other improvements and fixtures on the land; and (b) all of the Sellers' rights relating to the land. The real property to be sold is commonly known as 705 Eighteenth Avenue, in the Borough of Lake Como, in the County of Monmouth, and State of New Jersey (“the Property”). The Property is shown on the municipal tax map as Lot 24 in Block 25.

**3. Purchase Price.** The purchase price is **\$285,000.00**.

**4. Adoption of Ordinance by Buyer.** This contract is subject to Buyer’s adoption of an Ordinance authorizing the purchase provided for herein. Buyer shall introduce the required ordinance and shall schedule it for final adoption so that it may become effective no later than February 8, 2021. Sellers may terminate this Agreement if the Ordinance authorizing the purchase has not been approved by the Township Council before March 8, 2021. In the event that the Ordinance is challenged before it becomes effective, Buyer may extend the closing date until such time as the challenge to the Ordinance is finally resolved and an Ordinance authorizing the purchase of the Property has become effective.

**5. Time and Place of Closing.** The Buyer and Sellers agree to make the estimated date for the closing twenty-one (21) days after the second reading of the Ordinance. Both parties will fully cooperate so the closing can take place on or before the estimated date. The closing will be held at a time and location mutually agreed upon by the Parties.

**6. Transfer of Ownership.** At the closing, the Sellers will transfer ownership of the property to the Buyer. The Sellers will give the Buyer a properly executed deed and an adequate affidavit of title.

**7. Type of Deed.** A deed is a written document used to transfer ownership of property. In this sale, the Sellers agree to provide and the Buyer agrees to accept a deed known as a bargain and sale with covenants against grantors' acts.

**8. Personal Property and Fixtures.** Many items of property become so attached to a building or other real property that they become a part of it. These items are called fixtures. They include such items as fireplaces, patios and built-in shelving. All fixtures are INCLUDED in this sale unless they are listed below as being EXCLUDED.

(a) The following items are INCLUDED in this sale, if they presently exist: gas and electric fixtures, chandeliers, wall-to-wall carpeting, linoleum, mats and matting in halls, screens, shades, awnings, storm windows and doors, T.V. antenna, water pump, sump pump, water softeners, if any.

(b) The following items are EXCLUDED from this sale: all personal property belonging to either Sellers or Sellers' Tenant. Sellers shall remove all personal property that is not included in paragraph 8(a) above from the property at Sellers' sole cost and expense.

**9. Physical Condition of the Property.**

A. Buyer intends to purchase the Property and any existing improvements on the Property in their "as is" condition. The Sellers do not make any claims or promises about the condition or value of any of the property included in this sale. The Sellers agree to maintain the grounds, and any buildings and improvements subject to ordinary wear and tear.

B. If any residences on the Property are heated by fuel oil, Buyer shall have no responsibility or obligation for the removal or abandonment of any storage tanks for such fuel oil. Sellers represent that there are no Underground Storage Tanks on the Property.

**10. Environmental Assessment Contingency.**

A. Buyer shall have until December \_\_\_\_\_, 2020 to complete an environmental assessment of the Property, at its sole cost and expense, and to provide a report of the results of that assessment. Sellers shall permit Buyer and its agents and consultants access to the Property from time to time for the purpose of undertaking environmental inspections, provided Buyer promptly repairs any damage to the Property caused by such entry and restores it to the condition that existed prior to such entry. Sellers shall cooperate with Buyer in order to facilitate entry by Buyer. Buyer shall indemnify, defend and hold Sellers harmless from and against any and all loss, cost, damage, injury or expense (including Sellers' reasonable attorney's fees and costs) arising out of or in any way related to the acts or omissions of Buyer, its agents, employees and consultants relating to any such entry, and such obligation shall survive the termination of this Agreement, except that Buyer shall not be liable for costs or damages resulting from Buyer's discovery or exacerbation of pre-existing conditions, absent Buyer's gross negligence.

**11. Inspection of the Property.** The Sellers agree to permit the Buyer to inspect the Property at any reasonable time before the closing. The Sellers will permit access for all inspections provided for in this Contract.

**12. Due Diligence Period.** Buyer shall have until January\_\_\_\_\_, 2021 (such period being

the "Due Diligence Period") to physically inspect the Property, review the economic data, conduct appraisals, perform examinations of the physical condition of the improvements, and to otherwise conduct such due diligence review of the Property in accordance with the terms hereof and a review all of the items to be furnished by Seller to Buyer, and all records and other materials related thereto as Buyer deems appropriate. Within seven days after the expiration of the Due Diligence Period, Buyer has the right to terminate this Contract for any reason or no reason, including, but not limited to, failure to obtain satisfactory financing.

**13. Property Lines.** The Sellers state that any buildings, driveways and/or other improvements on the property are within its boundary line. Also, no improvements on adjoining properties extend across the boundary lines of this property.

**14. Ownership.** The Sellers agree to transfer and the Buyer agrees to accept ownership of the Property free of all claims and rights of others, except for:

(a) the rights of utility companies to maintain pipes, poles, cables and wires over, on and under the street, the part of the property next to the street or running to any house or other improvement on the property; and

(b) recorded agreements which limit the use of the property, unless the agreements: (1) are presently violated; (2) provide that the property would be forfeited if they were violated, or (3) unreasonably limit the use of the property.

In addition to the above, the ownership of the Buyer must be insurable at regular rates by any title insurance company authorized to do business in New Jersey subject only to the above exceptions.

**15. Correcting Defects.** If the property does not comply with paragraphs 13 or 14 of this contract, the Sellers will be notified and given 30 days to make it comply. If the Property still does not comply after that date, the Buyer may cancel this Contract or give the Sellers more time to comply.

**16. Cancellation of Contract.** If this Contract is legally and rightfully cancelled the parties will be free of liability to each other, except that if this Contract is canceled pursuant paragraph 15 above, Sellers shall reimburse Buyer the costs it incurred for inspection fees, title insurance and professional fees relate to the preparation of this agreement.

**17. Adjustments at Closing.** The Buyer and Sellers agree to adjust the following expenses as of the closing date: municipal water charges, sewer charges and property taxes.

**18. Possession.** At the closing the Buyer will be given possession of the property. Sellers shall ensure that the property is vacant at the time of closing.

**19. Complete Agreement.** This Contract is the entire and only agreement between the

Buyer and the Sellers. This Contract replaces and cancels any previous agreements between the Buyer and the Sellers. This Contract can only be changed by an agreement in writing signed by both Buyer and Sellers. The Sellers state that the Sellers have not made any other Contract to sell the Property to anyone else.

**20. Parties Liable.** This Contract is binding upon all parties who sign it and all who succeed to their rights and responsibilities.

**21. Notices.** All notices under this Contract must be in writing. The notices must be delivered via facsimile or e-mail or mailed by certified mail, return receipt requested, to the other party at the address written in this contract, or to that party's attorney. Notices will also be deemed effective if delivered to the other party's attorney by fax, evidenced by a fax transmission report indicating that the fax transmission was successful, or by email, provided the receiving party acknowledges receipt.

**22. No Realtor's commission.** Sellers and Buyer hereby represent each to the other that they were not introduced to each other by a broker or agent and agree to indemnify and hold each other harmless from all losses including court costs and attorney fees and claims which result from an inaccuracy of this representation. This representation and indemnity shall survive the closing of title.

SIGNED AND AGREED TO BY:

ATTEST: (Affix Seal)

**BOROUGH OF LAKE COMO, Seller**

\_\_\_\_\_  
LOUISE MEKOSH, Municipal Clerk

\_\_\_\_\_  
KEVIN HIGGINS, Mayor

WITNESS:

\_\_\_\_\_  
Gregory Rodriguez, Seller

WITNESS:



