



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

**DATE: NOVEMBER 16, 2020
7:30 PM WORKSHOP**

DISCUSSION ITEMS

1. Bamboo Ordinance
2. Animal House Ordinance

PUBLIC COMMENTS ON WORKSHOP ITEMS

ORDINANCE 2019-944
ORDINANCE 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 BE AMENDED AND SUPPLEMENTED AS FOLLOWS:

SECTION I. PURPOSE AND INTENT.

The purpose of this Ordinance is to preserve and protect private and public property from the damaging spread of running bamboo grasses and to protect indigenous plants and the wildlife they support from the invasive spread of such bamboo.

SECTION II. DEFINITIONS.

- A. Running Bamboo – Any monopodial (running) woody grass from the genera of bamboos including, but not limited to, *Bambusa*, *Phyllostachys* and *Pseudosasa*, as well as common bamboo, golden bamboo and arrow bamboo.
- B. Bamboo Property Owner(s) – Any property owner(s) or tenant(s) who, or which, have Running Bamboo on their property, even if the Bamboo has spread onto their property from an adjoining property.
- C. Borough – The Borough of Lake Como, Monmouth County, New Jersey.
- D. Notice – Any written notice by, from or on behalf of the Borough, notifying the Bamboo Property Owner(s) that they are in violation of this Ordinance and directing them to cure or fix the violation. Such Notice shall be sent by certified mail, return receipt requested, addressed to the owner(s) listed on the current tax address on file with the Borough. A copy may also be posted on the property in question.
- E. Receipt of Notice – Receipt of the Notice required herein shall be the date of mailing said Notice, or, if applicable, posting of the Notice on the property in question, whichever is earlier.

SECTION III. NO PLANTING OF RUNNING BAMBOO.

- A. The planting of Running Bamboo is prohibited in the Borough of Lake Como.
- B. Any existing Running Bamboo may not be replanted or replaced after any such existing Running Bamboo has died or been removed.

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 and all affected properties. 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. This duty to confine shall not apply if the property owner and/or occupant can establish to the satisfaction of the Code Enforcement Officer that the Bamboo, which is on his/her property at the time of the adoption of this chapter, originated on another property.
- B. This Ordinance shall not be deemed to alter any rights at common law or otherwise that any property owner may have to recover the cost of removal of Running Bamboo on their own property from another property owner from whose property the Running Bamboo has spread.

SECTION V. REMOVAL OF RUNNING BAMBOO.

- A. In the event Running Bamboo is present on the effective date of this prohibition and a complaint is received by the Borough regarding an encroachment of any Bamboo plant or root, and the Code Enforcement Officer of the Borough, after observation and/or inspection, determines that there is an encroachment or invasion on any adjoining/neighborly private or public property or public right-of-way (hereinafter, “the affected property”), the Borough shall serve notice to the Bamboo property owner in writing that the Bamboo has invaded other private or public property(s) or public right-of-way(s) and demand the removal of the Bamboo from the affected property, and demand approved confinement against future encroachment or, in the alternative, the total removal from the Bamboo property owner’s property. Notice shall be provided to the Bamboo property owner, as well as the owner of the affected property, by certified, return receipt request mail and regular mail. Within 45 days of receipt of such notice, the Bamboo property owner shall submit to the Code Enforcement Officer of the Borough, with a copy to the owner of the affected property, a plan for the removal of the bamboo from the affected property, which plan shall include restoration of the affected property after removal of the Bamboo. Within 120 days of receipt of the Code Enforcement Officer’s approval of the plan of removal and restoration, the removal and restoration shall be completed to the satisfaction of the Code Enforcement Office of the Borough.

- B. If the Bamboo property owner does not accomplish the removal of the Bamboo from such other private or public property or public right-of-way in accordance herewith, the Code Enforcement Officer of the Borough of Lake Como shall cause a citation to be issued with a penalty up to \$200 for each day the violation continues, enforceable through the Municipal Court of the Borough of Lake Como. The Administrative Officer may request, and the Municipal Court may grant, a specific performance remedy. The Borough may also institute civil proceedings for injunctive or civil relief.
- C. If the Bamboo Property Owner fails to comply with the Notice, the Code Enforcement Officer may remove or otherwise control the invasive plant species and the Borough may thereafter recover the cost of such removal from the Running Bamboo Property Owner and place a lien on the property to recover the cost of the removal.
- D. When an encroachment is upon public property or public right-of-way and the Bamboo property owner and/or occupant has not complied with the written notice provided as set forth above, the Borough of Lake Como, at its discretion, may remove or contract for the removal of such Bamboo from the Borough property or public right-of-way. The cost of such removal shall be the responsibility of the Bamboo property owner and occupant and shall be paid or assessed as a lien against the property on which the Bamboo growth originated. The cost of said removal from the Borough-owned property and/or public right-of-way shall include the installation of an appropriate barrier to prevent future Bamboo invasion.

SECTION VI. INSPECTION.

All places and premises in the Borough of Lake Como shall be subject to inspection by the Code Enforcement Officer to determine compliance with this Ordinance.

SECTION VIII. SEVERABILITY CLAUSE.

If any part of this Ordinance is found to be unconstitutional, illegal or invalid, for any reason, such unconstitutionality, illegality, or invalidity shall not affect any of the remaining provisions or parts of this Ordinance and those remaining provisions shall remain in full force and effect.

SECTION IX. EFFECTIVE DATE.

This Ordinance shall become effective thirty (30) days after enactment by Council and written approval by the Mayor.

ENACTED AND ORDAINED this day of , 2019.

BOROUGH OF LAKE COMO

Kevin G. Higgins, Mayor

ATTESTED:

Louise A. Mekosh, Borough Clerk

APPROVED this day of , 2019.

Kevin G. Higgins, Mayor

*Borough of Lake Como, NJ
Monday, October 19, 2020*

Chapter 11. Rental Housing

§ 11-1. BOND REQUIREMENTS FOR RENTAL PROPERTIES WITH THREE SUBSTANTIATED COMPLAINTS.

§ 11-1.1. Legislative Findings.

[Ord. No. 94-597 § 1]

The Borough Council finds, determines and declares that:

- a. Lake Como is a resort community and its citizens have experienced disturbances, damage and public expense resulting from carelessly granted and inadequately supervised seasonal rentals to irresponsible vacationers by inept or indifferent landlords.
- b. This section is enacted to preserve the peace and tranquility of the community for its permanent residents, and to maintain the municipality as a viable vacation resort for all persons and families availing themselves of the facilities in the community.
- c. The enactment of this section is necessary and desirable to provide a means to curb and discourage those occasional excesses arising from irresponsible seasonal rentals.
- d. The Legislature of the State of New Jersey enacted N.J.S.A. 40:48-2.12n et seq. to enable certain communities to take effective action to assure that excesses, when they occur, shall not be repeated, and that landlords offering seasonal rentals be held to sufficient standards of responsibility.

§ 11-1.2. Definitions.

[Ord. No. 94-597 § 2]

As used in this section:

HEARING OFFICER

shall mean a licensed attorney of the State of New Jersey appointed by the Mayor, subject to the advice and consent of the Borough Council. The hearing officer shall not own or lease any real property within the Borough of Lake Como nor hold any interest in the assets of or profits arising from the ownership of such property.

LANDLORD

shall mean the person or persons who own or purport to own any building in which there is rented or offered for rent housing space for living or dwelling under either a written or oral lease, including but not limited to any building subject to the "Hotel and Multiple Dwelling Law," N.J.S.A. 55:13A-1 et seq.

SEASONAL RENTAL

shall mean any rental of residential accommodations for a term of less than one (1) year and including any part of the period extending from May 15 to September 15.

SUBSTANTIATED COMPLAINT

shall mean an act of disorderly, indecent, tumultuous or riotous conduct upon or in proximity to any seasonal rental premises, and attributable to the acts or incitements of any of the tenants of those premises which have been substantiated by prosecution and conviction in any court of competent jurisdiction.

§ 11-1.3. Hearing, Penalty.

[Ord. No. 94-597 § 3]

- a. If in any one year, three complaints, on separate occasions, of disorderly, indecent, tumultuous or riotous conduct upon or in proximity to any seasonal rental premises, and attributable to the acts or incitements of any of the tenants of those premises, have been substantiated by prosecution and conviction in any court of competent jurisdiction, the Borough Council or any officer or employee of the Borough so designated by the Borough Council for this purpose, may institute proceedings to require the landlord of the seasonal rental premises to post a bond against the consequences of future incidents of the same character.
- b. The Borough Council or any officer or employee of the Borough designated by the Borough Council shall cause to be served upon the landlord, in person or by registered mail, to the address appearing on the tax records of the municipality, notice advising of the institution of such proceedings, together with particulars of the substantiated complaint upon which those proceedings are based, and of the time and place at which the hearing will be held in the matter, which shall be in the Municipal Building, Building Court or such other public place as designated by the Borough Council, and which shall be no sooner than 30 days from the date upon which the notice is served or mailed.
- c. At the hearing convened pursuant to paragraph b above, the hearing officer shall give full hearing to both the complaint of the municipality and to any evidence in contradiction or mitigation that the landlord, if present or represented and offering such evidence, may present. At the conclusion of the hearing the Hearing Officer shall determine whether the landlord shall be required to post a bond in accordance with the terms of this section.
- d. Any bond required to be posted shall be in accordance with the hearing officer, in light of the nature and extent of the offenses indicated in the substantiated complaints upon which the proceedings are based, to be adequate in the case of subsequent offenses to make reparation for:
 1. Damages likely to be caused to public or private property and damages consequent upon disruption of affected residents' rights of fair use and quiet enjoyment of their premises; and
 2. Securing the payment of fines and penalties likely to be levied for such offenses; and
 3. Compensating the municipality for the costs of repressing and prosecuting such incidents of disorderly behavior; provided however, no such bond shall be in an amount less than \$500 nor more than \$5,000. The Borough may enforce a bond thus required in the Superior Court, and shall be entitled to an injunction prohibiting the landlord from making or renewing any lease of the affected premises for residential purposes until that bond or equivalent security, in satisfactory form and amount, has been deposited with the municipality.
- e. Any bond or other security deposited in compliance with paragraph d. above shall remain in force for a period of four years. Upon the lapse of the four-year period, the landlord shall be entitled to the discharge of the bond, unless prior thereto further proceedings leading to a forfeiture or partial forfeiture of the bond or other security shall have been had under subsection **11-1.4** below, in which case the security shall be renewed in an amount and for a period that shall be specified by the hearing officer. A transfer of ownership or control of the property shall not void a requirement for security imposed under this section. The person or persons to whom ownership or control is transferred shall maintain that security and shall be subject to injunctive proceedings as

authorized by paragraph d. above in the same manner as the landlord upon which the requirement was originally imposed; provided however, the Borough Council may by Resolution shorten the period for which security is required to not less than one year from the date of the transfer of ownership or control, if during that year no substantiated complaints are recorded with respect to the property in question.

§ 11-1.4. Bond Forfeiture, Extension.

[Ord. No. 94-597 § 4]

- a. If during the period for which a landlord is required to give security pursuant to subsection **11-1.3** above, a substantiated complaint is recorded against the property in question, the Borough Council or its designee may institute proceedings against the landlord for the forfeiture or partial forfeiture of the security, for an extension as provided in subsection **11-1.3e** above, of the period for which the security is required, or for increase in the amount of security required, or for any or all of those purposes.
- b. Any forfeiture or partial forfeiture of security shall be determined by the hearing officer solely in accordance with the amount deemed necessary to provide for the compensatory purposes set forth in subsection **11-1.3d** above. Any decision by the hearing officer to increase the amount or extend the period of the required security shall be determined in light of the same factors set forth in subsection **11-1.3d** above, and shall be taken only to the extent that the nature of the substantiated complaint or complaints out of which proceedings arise under this section indicates the appropriateness of such change in order to effectually carry out the purposes of this section. The decision of the hearing officer in such circumstances shall be enforceable in the same manner as provided in subsection **11-1.3d** above.

ORDINANCE NO. 2020-36

**ORDINANCE OF THE MAYOR AND BOROUGH COUNCIL OF THE
BOROUGH OF BELMAR, COUNTY OF MONMOUTH, STATE OF
NEW JERSEY, AMENDING AND SUPPLEMENTING CHAPTER 26-11
OF THE BOROUGH CODE ENTITLED "ARTICLE III RENTAL
PROPERTY"**

WHEREAS, the Mayor and Council of the Borough of Belmar (hereinafter referred to as "Belmar") has reviewed Chapter 26-11 of the Borough Code entitled "Article III Rental Property" in order to confirm whether any provisions therein should be updated.

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

SECTION I. Chapter 26, Section 11, shall be amended as follows:

26-11.2 Definitions

For the purposes of this section, the following meanings shall apply:

SUBSTANTIATED COMPLAINT

Shall mean an act of disorderly, indecent, tumultuous or riotous conduct, including by way of example but not limited to, simple assault, terroristic threats, harassment, urinating in public, lewdness, criminal mischief, excessive noise, petty disorderly offense or as a violation of any provision of Title 2C of the New Jersey Statutes or any other municipal ordinance governing disorderly conduct upon or in proximity to any seasonal rental premises, and attributed to the acts or incitements of any of the tenants of those premises which have been substantiated by prosecution and conviction and/or guilty plea in any court of competent jurisdiction. For purposes of this definition, the phrase "upon or in proximity to" shall mean anywhere on the property or upon or within the adjacent right-of-way, adjoining roadways, or adjoining properties.

26-11.3 Hearing Penalty

- a. If, in any 24 month period, two complaints, as defined in subsection 2-11.2 hereof, on separate occasions, of disorderly, indecent, tumultuous or riotous conduct, including by way of example, but not limited to, simple assault, assault, terroristic threats, harassment, lewdness, urinating in public, criminal mischief, excessive noise, a petty disorderly offense, or as a violation of any provision of Title 2C of the New Jersey Statutes or any other municipal ordinance governing disorderly conduct upon or in proximity to any seasonal rental premises, and attributable to the acts or incitements of any of the tenants of those premises, have been substantiated by prosecution and conviction in any court of competent jurisdiction, the Borough Council or any officer or employee of the Borough so designated by the Borough Council for this purpose, may institute proceedings to require the landlord of the seasonal rental premises to post a bond against the consequences of future incidents of the same character, or of a character actionable under this ordinance. For purposes of this definition, the phrase "upon or in proximity to" shall mean anywhere on the property or upon or within the adjacent right-of-way, adjoining roadways, or adjoining properties.

26-11.7 Revocation or Suspension of licenses

1. Causes: Any license granted or issued pursuant to Ordinance §26.3 et seq. may be suspended or revoked as provided herein after notice and hearing for any of the following causes:
 - a. In the event any tenant or occupant of any individual living unit upon the licensed premises is charged with a violation of a Borough Ordinance, notice of the pending charge will be given by mail to the licensee and the person designated to receive notices on the behalf of the licensee's behalf. In the event two (2) such complaints are issued during one (1) licensing year and result in convictions and/or guilty pleas in Municipal Court, then such convictions and/or guilty pleas may be grounds for suspension or revocation of the license. In the event the owner of the licensed premises is the complaining party and said complaint results in a conviction in municipal court, such conviction shall not be counted as a complaint for purposes of license suspension or revocation.



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

**DATE: NOVEMBER 16, 2020 – 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 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
Virginia Kropac
Hawley Scull
Christopher D'Antuono
David Gardner
Nick DeMauro

APPROVAL OF MINUTES

Minutes from the October 20, 2020 Regular Meetings

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.

Resolution 2020-132
Canceling Outstanding Checks

Resolution 2020-133
Refund of Street Opening Escrow

NEW BUSINESS

Resolution 2020-134
Payment of Bills
Offered by Councilman Witte

Resolution 2020-135
Payment of NJNG Bill
Offered by Councilwoman Kropac

Resolution 2020-136
Authorizing Signing of Contract
Offered by Councilman D'Antuono

PUBLIC COMMENTS

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

MOTION:	_____
SECOND:	_____
ALL IN FAVOR:	_____
OPPOSED:	_____

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
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WATER/SEWER ACCOUNT:

Per Attached Bill List	\$ 41,989.97
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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
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Dated: November 16, 2020

Kevin G. Higgins, Mayor

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

20134

Range: First to Last

P.O. Type: All

Format: Condensed

Include Non-Budgeted: Y

Include Revenue: Y

First Enc Date Range:

to 11/13/20

Open: N Rcvd/Aprv/Held: Y Paid: N Deleted: N
Bid: Y State: Y Other: Y Exempt: Y As of Date: 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	DELISA 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	DELISA 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 JANITORIAL SUPP	Auto dispensers/towels/wipes	442.18
20-00684	10/20/20	Quadtient 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	DELISA 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/online	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	Craneys 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:		410,882.03	0.00	0.00	410,882.03

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

Kevin G. Higgins, Mayor

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:

Deborah Rodriguez, Seller

STATE OF NEW JERSEY :
: SS.
COUNTY OF MONMOUTH:

I certify that on _____, 2020, before me the subscriber, a Notary Public of New Jersey, personally appeared **LOUISE MEKOSH**, who, being by me duly sworn on her oath, deposes and makes proof to my satisfaction, that she is the Municipal Clerk of the **BOROUGH OF LAKE COMO**, the Municipal Corporation named in the within Instrument; that **KEVIN HIGGINS** is the Mayor of said Municipal Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper Resolution or Ordinance of the Borough Council of the said Municipal Corporation; that deponent well knows the corporate seal of said Municipal Corporation; and that the seal affixed to said Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and delivered by said Mayor as and for the voluntary act and deed of said Municipal Corporation, in the presence of deponent, who thereupon subscribed her name thereto as attesting witness.

Sworn and Subscribed to
before me this _____ day of November 2020.

NOTARY PUBLIC OF NEW JERSEY

LOUISE MEKOSH
Municipal Clerk