



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

DATE: FEBRUARY 4, 2025

7:30 PM WORKSHOP

DISCUSSION ITEMS

- Proposed Ordinance Regarding 5G towers

PUBLIC COMMENTS ON WORKSHOP ITEMS

BOROUGH OF LAKE COMO
MONMOUTH COUNTY
NEW JERSEY

ORDINANCE NO. xxxx

**AN ORDINANCE ESTABLISHING PROCEDURES AND STANDARDS REGARDING
DEPLOYMENT OF SMALL WIRELESS FACILITIES IN PUBLIC RIGHTS-OF-WAY
IN THE BOROUGH OF LAKE COMO**

WHEREAS, the wireless communications industry has expressed interest in submitting applications to utilize space in public rights-of-way within the Borough of Lake Como (“**Lake Como**” or “**Borough**”) for the installation of small cell wireless telecommunications facilities (hereinafter “Small Wireless Facilities”) in connection with the industry’s efforts to expand and/or upgrade existing 4G Facilities and as part of the construction of a nation-wide 5G Facilities network; and

WHEREAS, Lake Como supports these investments and deployment of wireless networks in a way that balances our community character, needs, and interests while preserving the Borough’s ability to manage public rights-of-way in the overall interests of the public health, safety and welfare; and

WHEREAS, Lake Como recognizes that Small Wireless Facilities and/or Smart Poles often are most effectively deployed in public rights-of-way and that the rules and regulations of the Federal Communications Commission require municipalities to make rights of way available subject to local police power regulations; and

WHEREAS, multiple installations of Small Wireless Facilities and/or Smart Poles within the public right-of- way can impact property values, create traffic and pedestrian safety hazards, impact shade trees where proximity conflicts may require trimming of branches or require removal of roots and create visual and aesthetic blights all of which can negatively impact the quality and character of life within Lake Como; and

WHEREAS, Lake Como wishes to preserve the aesthetics of the community by encouraging the location of Small Wireless Facility equipment on existing or previously approved concealment infrastructure; and

WHEREAS, A September 2018 Ruling and Order of the Federal Communications Commission (“FCC”) and subsequent federal court decision impacting that ruling imposes certain restrictions and preemptions on the exercise of local authority when dealing with small wireless facilities and/or Smart Poles.

WHEREAS, Lake Como needs to amend its municipal code to address the legal and practical issues that arise in connection with multiple Small Wireless Facility and/or Smart Pole installations deployed in the public rights-of-way; and

WHEREAS, in light of the foregoing, this governing body is of the opinion that the adoption of this Ordinance is in the best interest of Lake Como and the health, safety and welfare of its residents and visitors.

NOW, THEREFORE, BE IT ORDAINED by the Members of Council of the Borough of Lake Como, in the County of Monmouth, and State of New Jersey, as follows:

Section One. Definitions.

- A. All definitions of words, terms and phrases that are set forth in the Communications Act of 1934, P.L. 73-416, as amended by various statutory enactments including, but not limited to, the Telecommunications Act of 1996 P.L. 104-104, are incorporated herein and are made apart hereof.
- B. All definitions of words, terms and phrases that are set forth in the New Jersey Municipal Land Use Law, N.J.S.A. 40:55D-1, *et. seq.*, are incorporated herein and are made apart hereof.
- C. All of the definitions of words, terms and phrases that are set forth in the Code of Federal Regulations at 47 C.F.R. §1.6002, as amended, are incorporated herein and are made a part hereof.
- D. In addition to the foregoing, the following words, terms and phrases shall have the meanings indicated unless an alternate meaning clearly is discernable from the context in which the word, term or phrase is used:

Administrative Review means ministerial review of an Application by the Borough to determine whether the issuance of a Permit is in conformity with the applicable provisions of this Chapter.

Antenna means communications equipment that transmits and/or receives electromagnetic radio frequency signals used in the provision of Wireless Services. This definition does not apply to broadcast antennas, antennas designed for amateur radio use, or satellite dishes for residential or household purposes.

Applicable Codes means uniform building, fire, safety, electrical, plumbing, or mechanical codes adopted by a recognized national code organization to the extent such codes have been adopted by the Authority, including any amendments adopted by the Authority, or otherwise are applicable in the jurisdiction.

Applicant means any Person or Entity who submits an Application under this Chapter, such as a Provider described herein.

Application means a written request, on a form provided by the Borough of Lake Como.

Authority means the Council of the Borough of Lake Como. The term "Authority" and "Borough" are interchangeable.

Collocate means to install or mount a Small Wireless Facility on an existing Support Structure, on an existing Pole, on a new pole, or smart pole.

"**Collocation**" has a corresponding meaning.

Communications Facility means, collectively, the equipment at a fixed location or locations within the Public ROW that enables Communications Services, including; (i) radio transceivers, Antennas, coaxial, fiber-optic or other cabling, power supply (including backup battery), and comparable equipment, regardless of technological configuration; and (ii) all other equipment associated with any of the foregoing. A Communications Facility does not include the Pole or Support Structure to which the equipment is attached.

Communications Service means cable service, as defined in 47 U.S.C. § 522(6); information service, as defined in 47 U.S.C. § 153(24); or telecommunications service, as defined in 47 U.S.C. § 153(53).

Communications Service Provider means a provider of Communications Services and includes a cable operator as defined in 47 U.S.C. § 522(5).3

Consultant means any Person appointed by the Borough to serve as a consultant for the Borough for all matters concerning this Chapter, and who may be contracted for professional services.

FCC means the Federal Communications Commission of the United States.

Laws means, collectively, any and all Federal, State or Local law, statute, common law, code, rule, regulation, order, or ordinance.

Ordinary Maintenance and Repair means inspections, testing and/or repair that maintain functional capacity, aesthetic and structural integrity of a communications Facility and/or the associated Support Structure or Pole, that does not require blocking, damaging or disturbing any portion of the Public ROW.

Permit, "R.O.W. Permit" or "Small Cell Permit" means a written authorization to install, at a specified location(s) in the Public ROW, a Communications Facility, Smart Pole or a Pole to support a Communications Facility.

Permittee means an Applicant that has received a Permit under this Chapter.

Person means an individual, corporation, limited liability company, partnership, association, trust or other entity or organization, including a governmental entity.

Personal Wireless Services

"Personal Wireless Services," as defined in 47 U.S.C. §332(c)(7)(C), as supplemented and/or as amended.

Public Right-of-Way

The surface, the airspace above the surface and the area below or along the surface of any street, road, highway, lane, alley, boulevard or drive, including the sidewalk, shoulder and area for utilities owned by the **the Borough.**

Small Wireless Facility

"Small Wireless Facility," as defined in the Code of Federal Regulations at 47 C.F.R. §1.6002(1), as supplemented and/or as amended.:

Small wireless facilities are facilities that meet each of the following conditions:

- (1) The facilities—
 - (i) Are mounted on structures 50 feet or less in height including their; or
 - (ii) Are mounted on structures no more than 10 percent taller than other adjacent structures; or
 - (iii) Do not extend existing structures on which they are located to a height of more than 50 feet or by more than 10 percent, whichever is greater;
- (2) Each antenna associated with the deployment, excluding associated antenna equipment, is no more than three cubic feet in volume;
- (3) All other wireless equipment associated with the structure, including the wireless equipment associated with the antenna and any pre-existing associated equipment on the structure, is no more than 28 cubic feet in volume;
- (4) The facilities do not require antenna structure registration under part 17 of in the 47 C.F.R. ;
- (5) The facilities are not located on Tribal lands; and
- (6) The facilities do not result in human exposure to radiofrequency radiation in excess of the applicable safety standards specified in 47 C.F.R. § 1.1307(b)

The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, ground-based enclosures, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services.

Smart Pole

A decorative utility pole that conceals three or more Small Wireless Facility installation(s) and may include other features such as street lighting, 911 call service access, public access Wi-Fi and surveillance cameras. A Smart Pole

must allow for multiple occupants and allow space for municipal use for other services and/or equipment. Smart Poles shall neither have external latches, external hinges, external cabling, or other attachments. The pole should be made of an inherently rust-resistant material (ie. aluminum alloys or stainless steel) and not exceed forty-five (45) feet in height.

Utility Pole

A wooden or metal pole that is used by public utilities to support electrical wires, telephone wires, coaxial cables, fiber optic cables and like and similar appurtenances.

Wireless Communications Infrastructure

Infrastructure designed specifically for the purpose of supporting wireless facility equipment deployments, including large-scale (macro) collocatable infrastructure as well as Small Wireless Facilities Infrastructure

Small Wireless Facilities Infrastructure

A Smart Pole meeting the above definition or other collocatable infrastructure designed or deployed for the purpose of supporting small wireless facility, the types of which may be approved by geographical zones as defined by Lake Como.

- E. In the event that a term, word or phrase is not defined in any of the aforementioned statutes and is not otherwise defined herein then that term, word or phrase shall have its common, ordinary meaning.

Section Two. Small Wireless Facility Siting Permit Required; Consent to Use Rights-of-Way Required.

- A. No person shall place a Small Wireless Facility and/or Smart Pole in any right-of-way without first filing a Small Wireless Facility siting permit application, in the form specified herein and in accordance with the procedures specified herein, with the Borough Clerk and obtaining a siting permit therefore, except as otherwise may be provided in this ordinance. Upon approval of a siting permit application, the siting permit authorizing placement of a Small Wireless Facility and/or Smart Pole in a public right-of-way shall not be issued by the Borough Clerk to any Applicant unless:
 - 1. All siting permit application fees and escrow fees, as established herein, have been paid; and
 - 2. All other governmental permits or other governmental approvals that are required for the deployment(s) proposed by the Applicant's siting permit application under the New Jersey Uniform Construction Code Act, N.J.S.A. 52:27D-1 19, et. seq., and the administrative regulations adopted thereunder,

the Ordinances of Lake Como, and by any other applicable federal, state or municipal law have been issued by the appropriate issuing authority therefore to the Applicant and the Applicant has supplied copies of such other permits or approvals to the Borough Clerk for inclusion with the Applicant's application documents; and

3. The Applicant has entered into a "Right-of-Way Use Agreement," the approved form of which is set forth in Appendix "A" to this ordinance, with the Borough. The approved form of "Right-of-Way Use Agreement" may from time-to-time be revised, supplemented or otherwise amended or replaced. All such revisions, supplements, amendments or replacements shall be approved by Resolution of the Lake Como Council. The Borough Clerk shall maintain on file the currently approved Right-of-Way Use Agreement version and shall provide a copy to all siting permit applicants. Minor deviations to the terms and conditions that are set forth in the approved form of Right-of-Way Use Agreement may be approved by the Lake Como Council at the time that it grants consent to use a right-of-way to a siting permit Applicant.

- B. No siting permit authorizing placement of a Small Wireless Facility and/or Smart Pole in a public right-of-way shall be issued to any Applicant unless the Lake Como Council, in the manner prescribed by applicable laws of the State of New Jersey, has granted to the siting permit Applicant its consent to use public rights-of-way within the Borough. No siting of a Small Wireless Facility and/or Smart Pole shall be permitted within five-hundred (500) feet of another Small Wireless Facility and/or Smart pole unless it can be established by clear and convincing evidence that compliance with these regulations would effectively prohibit the applicant from providing service and that co-location on an existing or previously approved Small Wireless Facility and/or Smart Pole is not feasible. Any claims of applicants of technical incompatibility or inability to collocate need to be demonstrated scientifically by the applicant how technical incompatibility exists, not disproven by Lake Como. Responsibility for judging proof of said claims lies solely with Lake Como and/or its chosen representative(s).

Section Three. Installation of New Structures; Installation on Existing Structures.

- A. No application for a Small Wireless Facility siting permit shall be approved if the application proposes the deployment of a Small Wireless Facility upon an existing structure in a right-of-way unless the structure is one of the types of Smart Poles that are set forth in Section One: Definitions to this ordinance and such Smart Pole specifically is designed to accommodate the reasonable and customary equipment necessary for a Small Wireless Facility installation which will accommodate at least three carriers per Small Wireless Facility deployment.

Any exception to this requirement must be accompanied by clear and convincing evidence that co-location on an existing or previously approved Small Wireless Facility is not feasible. Any claims of applicants of technical incompatibility or inability to comply with this requirement need to be demonstrated scientifically by the applicant, not disproven by Lake Como. Responsibility for judging proof of said claims lies solely with Lake Como and/or its chosen representative(s).

- B. No Small Wireless Facility shall be installed upon any new structure within any right-of-way unless the new structure is one of the types of Smart Poles that are identified in Section One: Definitions to this ordinance. A replacement pole is a new structure. The restrictions on new structures set forth herein shall not apply to new structures to be constructed in the following zoning district: **INSERT ZONE IF APPLICABLE.**
- C. No application for a Small Wireless Facility and/or Smart Pole siting permit shall be approved if the application proposes the deployment of a Small Wireless Facility in an area other than those specific locations set forth within the City's Wireless Siting Plan, which can be found on file with the Office of the City Clerk. All Small Wireless Facilities must be placed within a 25 ft. radius of those specific locations set forth on the City's Wireless Siting Plan. No more than one (1) Smart Pole shall be permitted per intersection or block if the Siting Plan calls for the deployment of a Small Wireless Facility at any location other than an intersection, unless otherwise specified within the Wireless Siting Plan. No Smart Poles shall be located within 500 ft. of another. Any claims of carriers of technical incompatibility or inability to comply with this requirement need to be scientifically demonstrated by the applicant, not disproven by Lake Como. Responsibility for judging proof of said claims lies solely with Lake Como and/or its chosen representative(s).

Section Four. Siting Permit Application Process.

- A. Application Filing. An application for a siting permit to place one or more Small Wireless Facility and/or Smart Pole within a right-of-way shall be made on forms which shall be available from the Office of the Borough Clerk. The application, along with the required application fee and the required escrow fee, shall be filed with the Borough Clerk. Immediately upon receipt of an application, the Borough Clerk shall provide copies of the application and all supporting documents that were submitted by the Applicant with the application, to the Borough Engineer, Zoning Official, Construction Official and the Borough Attorney.
- B. Application Form. The Small Wireless Facility and/or Smart Pole siting permit application shall be made by a provider of personal wireless services, its duly authorized representative, as noted in a notarized statement from the provider of personal wireless services, on whose behalf the representative is acting, or an entity in the business of deploying wireless communications facilities or

infrastructure, and shall contain the following:

1. The Applicant's name, address, telephone number and e-mail address;
 2. The names, addresses, telephone numbers, and e-mail addresses of all consultants, if any, acting on behalf of the Applicant with respect to the filing of the Application;
 3. A general description of the proposed Small Wireless Facility, structure type, and new structure work to be performed. Color photographs shall be provided depicting the current state of the location where the installation is proposed. Additionally, a rendering of the proposed installation shall be provided for each location the Small Wireless Facility is proposed. The scope and detail of such description shall be appropriate to the nature and character of the work to be performed, with particular emphasis on those matters, including, but not limited to, subsurface utilities likely to be affected or impacted by the work proposed along with a description of such other governmental permits or approvals as may be required by applicable law with respect to the proposed installation(s) and a description of such other permits or approvals for which the Applicant has applied;
 4. Authorization for any consultant acting on behalf of the Applicant to speak with the Borough, or a designee of the Borough, on the area of consultation for the Applicant even if the Applicant cannot be available;
 5. Verification via sworn statement from an appropriate professional that the Small Wireless Facility shall comply with all applicable federal, state and local laws, administrative regulations and codes;
 - a. With respect to radio frequency emissions, Applicant must provide a sworn statement from a qualified radio frequency engineer that the Application will comply with all applicable Federal, State, and Local laws regarding radio frequency emissions;
 6. The Applicant shall certify that they shall make available approved facilities to all major wireless carriers in the marketplace. The Applicant shall further certify that they will encourage, manage and coordinate the location and placement of any interested carrier's equipment on their structure.
- C. An Applicant seeking to deploy a network of Small Wireless Facilities, all of which are to be located in rights-of-way, may file a batched application for up to twenty-five (25) Small Wireless Facilities and receive a single siting permit for multiple Small Wireless Facilities. Any denial of any individual Small Wireless Facilities within a batched application, will not impact the consideration of other sites within the same application.

Section Five. Procedure on Permit Application; No Exclusive Rights.

- A. The Borough shall review the application for a Small Wireless Facility and/or Smart Pole siting permit in light of its conformity with the provisions of this Ordinance, and shall approve or deny a siting permit on nondiscriminatory terms and conditions subject to the following requirements:
1. Within ten (10) days of receiving an Application, the Borough Clerk shall determine and notify the Applicant:
 - (a) Whether the Application is complete;
 - (b) If the Application is incomplete, what specific information is missing; and
- B. The Borough shall make its final decision to approve or deny the Application within the following timeframes:
- (1) Sixty (60) days from the submission of a complete application to install a Small Wireless Facility upon one or more existing structures.
 - (2) Ninety (90) days from the submission of a complete application to install a Small Wireless Facility upon one or more new structures.
 - (3) Ninety (90) days from the submission of a complete batched application to install Small Wireless Facilities upon both existing and new structures.

The timeframes described above by which an application shall be either approved or denied may be extended by mutual consent of the Applicant and Lake Como. Such consent shall be set forth on a form for such purposes which shall be available from the Office of the Borough Clerk. Such consent on behalf of the Borough shall be exercised by [INSERT APPROPRIATE PUBLIC OFFICIAL (Mayor, Administrator, Zoning Officer, etc.)] which shall not be unreasonably withheld.

- C. The Borough Clerk shall notify the Applicant in writing of the final decision, and if the Application is denied Specify the basis for denial; and Cite such specific provisions, as may be recommended by the Borough Attorney, from federal, state, or local laws, administrative regulations or codes as to why the Application was denied.
- D. Notwithstanding an initial denial, the Applicant may cure any deficiencies identified by the Borough within thirty (30) days of the denial without paying an additional application fee, provided the Borough Clerk shall approve or deny the revised application within thirty (30) days of receipt of the amended application which shall be limited to the deficiencies specified in the original

notice of denial.

- E. A siting permit from the Borough authorizes an Applicant to undertake only certain activities in accordance with this ordinance. No approval or consent granted, or siting permit issued, pursuant to this ordinance shall confer any exclusive right, privilege, license or franchise to occupy or use any public right-of-way within the Borough of Lake Como for the delivery of telecommunications services or for any other purpose.
- F. Nothing in this section affects an applicant's obligation to apply for other permits that may be required under this code, such as street opening permits or construction permits, for which the Applicant has not yet applied. No Small Wireless Facility siting permit shall be approved until the Applicant has applied for all other permits and approvals required by all other laws and regulations that are applicable to the Applicant's proposed Small Wireless Facility and/or Smart Pole deployment.

Section Six. Duration.

No siting permit issued under this ordinance shall be valid for a period longer than twelve (12) months unless construction has actually begun and continuously and diligently is pursued to completion. Upon written request from the Applicant, the Mayor, upon consultation with the Construction Official, may extend the siting permit for a period of up to twelve (12) months so long as construction has begun at the time that the Applicant's request for an extension is made.

Section Seven. Routine Maintenance and Replacement.

A Small Wireless Facility siting permit shall not be required for:

- A. Routine maintenance of a Small Wireless Facility and/or Smart Pole.
- B. The replacement of a Small Wireless Facility and/or Smart Pole with another Small Wireless Facility and/or Smart Pole that is the same or smaller in size, weight and height to the Small Wireless Facility that is being replaced.
- C. Provided, however, that on a location where the Borough and/or another provider has placed equipment or facilities, any routine maintenance or replacement that is done shall not occur until written authorization from the Borough and/or the other provider, as the case may be, to proceed is provided to the Borough, which authorization to proceed shall not unreasonably be withheld by the Borough and/or the other provider.
- D. Provided further that if the replacement of a Small Wireless Facility and/or Smart Pole with another Small Wireless Facility includes replacement of the structure to

which the Small Wireless Facility and/or Smart Pole is attached then an application for a siting permit shall be required.

- E. Notwithstanding anything to the contrary in this section 7, permits are required for any activity that involves any road closure or other activity that will impact vehicle or pedestrian traffic.

Section Eight. Fees.

- A. **Application Fees.** All applications for approval and issuance of a Small Wireless Facility and/or Smart Pole siting permit pursuant to this ordinance shall be accompanied by a fee as follows:
 - 1. For applications that do not include the installation of any new structures within a right-of-way the application fee shall be \$500.00 for up to five (5) Small Wireless Facilities and/or Smart Pole with an additional \$100.00 for each Small Wireless Facility and/or Smart Pole beyond five (5).
 - 2. For applications that include the installation of a new structure within a right-of- way the application fee shall be \$1000.00 for up to five (5) Small Wireless Facilities with an additional \$100.00 for each Small Wireless Facility beyond five (5).
- B. **Other Fees:** No pole attachment fees will be assessed by the City unless and until an applicant applies for pole attachment to a City-owned pole
- C. **Annual Rate:** Applicant/permit holder shall pay a \$270 Annual ROW Maintenance Rate per Small Wireless Facility, starting on the anniversary of the permit issuance.

Section Nine. Escrow Fee for Third-Party Professionals and Consultants.

- A. In addition to the application fee, all applications for approval and issuance of a Small Wireless Facility and/or Smart Pole siting permit shall be accompanied by an escrow fee as follows:
 - 1. For applications whose proposed Small Wireless Facility and/or Smart Pole deployment(s) will not require a street opening permit pursuant to [site code and Municipality]: \$5,000.00 [NOTE TO TOWN – THIS IS A ROUGH APPROXIMATION – WHATEVER NUMBERS YOU CHOOSE SHOULD BE A ROUGH APPROXIMATION OF WHAT YOU BELIEVE YOUR CONSULTING FEES WILL BE].
 - 2. For applications whose proposed Small Wireless Facility and/or Smart Pole deployment(s) will require a street opening permit pursuant to [site code and Municipality]: \$7,500.00 [NOTE TO TOWN – THIS IS A ROUGH APPROXIMATION – WHATEVER NUMBERS YOU

CHOOSE SHOULD BE A ROUGH APPROXIMATION OF WHAT YOU BELIEVE YOUR CONSULTING FEES WILL BE].

- B. The escrow account deposits are required to pay for the costs of professional services, including engineering, planning, legal and other third-party professional consulting expenses connected with the review of submitted materials, including any traffic engineering review or other special analyses related to the Borough's review of the materials submitted by the Applicant and the preparation of any reports or any necessary legal agreement regarding rights-of-way use. An Applicant is required to reimburse the Borough for all fees, costs and expenses of third-party professionals and consultants incurred and paid by the Borough for the review process of a Small Wireless Facility and/or Smart Pole siting permit application, such as, but not limited to:
1. Professional fees for reviews by third-party professionals or consultants of applications, plans and accompanying documents;
 2. Issuance of reports or analyses by third-party professionals or consultants to the Borough setting forth recommendations resulting from the review of any documents submitted by the Applicant;
 3. Charges for any telephone conference(s) or meeting(s), including travel expenses, requested or initiated by the Applicant, the Applicant's attorney or any of the Applicant's experts or representatives;
 4. Review of additional documents submitted by the Applicant and issuance of reports or analyses relating thereto;
 5. Review or preparation of easements, deeds, right-of-way municipal consent ordinances or resolutions and any and all other like or similar documents; and
 6. Preparation for and attendance at all meetings by third-party professionals or consultants serving the Borough, such as the Borough Attorney, Borough Engineer and Borough Planner or other experts as required.
- C. The escrow account deposits shall be placed in a separate account by the Borough's Chief Financial Officer at the request of the Borough Clerk and an accounting shall be kept of each Applicant's deposit. Thereafter:
1. All third-party professional or consultant fees, costs, expenses and charges shall be paid from the escrow account and charged to the applicant;

- a. Third-party professional or consultant fees shall not be disbursed from escrow if they are for a service performed in the context of an identical paid service between applicant and same third-party who may otherwise be entitled to said fees.

2. Upon either final denial of a Small Wireless Facility and/or Smart Pole siting permit application or upon issuance of a Small Wireless Facility and/or Smart Pole siting permit, any moneys not expended for third-party professional or consulting services shall be returned to the Applicant within 90 days upon written request by the Applicant and as authorized by the Borough Council;

3. If at any time during the application review process 75% of the money originally posted shall have been expended, the Applicant shall be required to replenish the escrow deposit to 100% of the amount originally deposited by the Applicant;

4. No Small Wireless Facility and/or Smart Pole siting permit application shall be considered complete until such time as the required escrow fee has been posted to guarantee payment of third-party professional or consultant fees, costs, expenses and charges;

5. All payments charged to the escrow deposit shall be pursuant to vouchers from the third-party professionals or consultants stating the hours spent, the hourly rate and the fees, costs, expenses and charges incurred;

6. Third-party professionals and consultants submitting charges pursuant to this section shall be permitted to charge for such services at the same rates as they would charge their private clients for like or similar work provided that:

- (a) Professional fees are billed at rates that do not exceed such professional fees as are customarily charged by other like professionals and consultants performing similar work within COUNTY; and

- (b) Out-of-pocket costs, expenses and charges are billed on a dollar-for-dollar basis with no mark-up being permitted;

7. The Borough shall render a written final accounting to the Applicant on the uses to which the escrow deposit was put. The written final accounting shall include copies of all vouchers that were submitted by third-party professionals and consultants and paid by the Borough.

Section Ten. Municipal Access to New Structures.

An Applicant whose siting permit includes the installation of any new Smart Pole structure of any of the types that are defined in in Section One: Definitions to this ordinance shall provide the Borough with access to space within the Smart Pole structure for the purpose of deploying the Borough's own equipment including but not limited to, public access Wi-Fi, 911 call service or security cameras. Notwithstanding the foregoing, the Municipal use shall not interfere with Small Wireless Facilities of any other users of that Smart Pole. Any Municipal use pursuant to this section shall include a reimbursement to the applicant, on an annual basis, of the costs, on a dollar-for-dollar basis, of providing the Borough with such access. Such costs shall be limited to the costs of providing electricity to the components used by the Borough and the costs of any repairs required to be made to the components used by the Borough, unless the repair costs are necessitated by the acts of the Applicant or subsequent owner of the structure, without regard to whether such acts are negligent or intentional.

Section Eleven.

All Ordinances or parts of Ordinances inconsistent with this Ordinance, to the extent of such inconsistencies only, be and the same hereby are repealed.

Section Twelve.

Notwithstanding any provision to the contrary, nothing in this code should be interpreted to have the effect of prohibiting or effectively prohibiting the deployment of broadband or other communications services

Section Thirteen.

This Ordinance shall take effective immediately upon final passage and publication as provided by law.

-----, Borough Clerk

Introduced:

Second Reading:

APPENDIX A

(Form of Approved Small Wireless Facility Right-of-Way Agreement)

**SMALL WIRELESS FACILITY AND/OR SMART POLE RIGHT-OF-WAY USE
AGREEMENT**

This Right-Of-Way Use Agreement ("Agreement") is made and entered into on _____, 20____ by and between the **Borough of Lake Como** ("Lake Como" or "Borough"), a New Jersey Municipality, having its municipal offices at **1740 Main Street, Lake Como, New Jersey 07719** and APPLICANT ("Licensee"), having a mailing address at APPLICANT ADDRESS.

Throughout this Agreement Lake Como and Licensee each may be referred to as a "Party" and collectively may be referred to as the "Parties."

WITNESSETH

WHEREAS, Lake Como is a municipality duly formed, organized and existing in accordance with the laws of the State of New Jersey; and

WHEREAS, Lake Como possesses and exercises control over various permanent rights-of-way that are, or are planned to be, utilized for streets, roads and highways and those rights-of-way are depicted on the current Borough Tax Map and/or other maps and documents of public record; and

WHEREAS, various public utilities that are subject to the jurisdiction of the New Jersey Board of Public Utilities such as, by way of example and not by way of limitation, ELECTRIC COMPANY, have erected and maintain utility poles within the public rights-of-way in Lake Como for use in connection with supplying and distributing electricity, telephone services, cable television, telecommunication services and/or other utilities pursuant to consent previously granted by Lake Como; and

WHEREAS, Licensee does not presently have the right to maintain utility poles in any

municipal right-of-way within Lake Como or to otherwise use or occupy any municipal right-of-way within Lake Como for any of its Small Wireless Facilities and/or Smart Poles, as hereinafter defined; and

WHEREAS, Licensee has petitioned the Borough for its consent to locate, place, attach, install, operate, control, maintain, upgrade and enhance its Small Wireless Facilities and/or Smart Poles in municipal rights-of-way as well as on utility poles and/or other facilities that are owned by third parties which already are located in municipal rights-of-way pursuant to municipally granted franchises or otherwise; and

WHEREAS, N.J.S.A. 48:3-18 provides that any person may enter into a written agreement with any other person owning utility poles erected under municipal consent in or along any street, highway or other public place for use by the former person and N.J.S.A. 48:3-19 requires that the former person obtain the consent of Lake Como for use by the former person of the poles of another if the former person does not have the lawful right to maintain poles in such street, highway or public place; and

WHEREAS, as to those utility poles or structures that are owned by third parties and which are located in municipal rights-of-way pursuant to municipally granted franchises or otherwise, Licensee has provided Lake Como with evidence, consisting of written agreements, that it has obtained consent from those third parties to use the utility poles or structures that are owned by those third parties; and

WHEREAS, consent for use of any street, avenue, park, parkway, highway or other public place may be granted by ordinance and not otherwise; and

WHEREAS, the Borough Council adopted Ordinance **ORDINANCE NUMBER** which authorizes the making and execution of this Agreement.

WHEREAS, Lake Como established the order of preference for Small Wireless Facility attachments as 1. Existing or approved concealment or Smart Pole, 2. Wood Pole Attachment where option 1. is shown not to be viable, 3. new standalone, single-occupant pole where options 1. and 2. are shown not to be viable.

NOW, THEREFORE, for and in consideration of the covenants and obligations

contained herein and for other good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, the Parties hereby agree as follows:

1. **Incorporation of Preamble.** All of the statements of the Preamble are repeated and are incorporated herein and are made apart hereof by this reference thereto as if set forth at length.

2. **Definitions.** All definitions of words, terms and phrases that are set forth in the Communications Act of 1934, P.L. 73-416, as amended by various statutory enactments including, but not limited to, the Telecommunications Act of 1996 P.L. 104-104, are incorporated herein and are made apart hereof.

All definitions of words, terms and phrases that are set forth in the New Jersey Municipal Land Use Law, N.J.S.A. 40:550-1, et. seq., are incorporated herein and are made apart hereof.

In the event that a term, word or phrase is not defined in any of the aforementioned statutes and is not otherwise defined by this Agreement then that term, word or phrase shall have its common, ordinary meaning.

"County" means the County of **Monmouth in the State of New Jersey.**

"Municipality" means the Borough of **Lake Como in the County of Monmouth.** "

"Licensee" means NAME OF LICENSEE.

"Public Right-Of-Way" means the surface, the airspace above the surface and the area below the surface of any street, road, highway, lane, alley, boulevard or drive, including the sidewalk, shoulder and area for utilities owned by the **Borough of Lake Como** within an easement to the public or other easement owned by the Borough.

"Pole" means a wooden or metal pole that is used to support electrical wires,

telephone wires, coaxial cables, fiber optic cables and the like.

3. **Grant of Consent.** In accordance with the provisions of N.J.S.A. 48:3-19, et. seq., and Borough Ordinance **INSERT NUMBER**, and subject to obtaining the permission of the owner(s) of the affected Utility Poles, Lake Como hereby grants approval and consent to Licensee, its consultants, agents and contractors, to enter upon Public Rights-of-Way within the confines of the Borough for the purpose of owning, constructing, attaching, operating, maintaining, removing, reattaching, reinstalling, relocating and replacing its Small Wireless Facilities that more particularly are depicted and are described in Section One: Definitions, made a part hereof, upon the Poles that are particularly identified in Section One: Definitions all of which Poles are located in Public Rights-Of-Ways and all of which Poles are owned by third parties. Licensee represents that it has obtained consent from the owners of the Utility Poles to utilize those Poles for the aforementioned purposes. Licensee shall furnish the Borough with evidence of its Pole attachment agreement(s) as Exhibit B made pursuant to N.J.S.A. 48:3-18 and/or N.J.S.A. 14:18-2.9, et. seq. Further, the Borough hereby grants approval and consent to Licensee, its consultants, agents and contractors, to enter upon Public Rights-of-Way within the confines of Lake Como for the purpose of constructing and owning, such new utility poles or new structures for the purposes attaching, operating, maintaining, removing, reattaching, reinstalling, relocating and replacing its Small Wireless Facilities that more particularly are depicted and are described in Section One: Definitions, made a part hereof. Nothing in this Agreement shall be construed as authorizing Licensee to own, construct, attach, operate, maintain, remove, reattach, reinstall, relocate and/or replace any Small Wireless Facility, Utility Pole or any other structure unless the Licensee first has obtained all permits and other approvals therefore, as required by all applicable laws and regulations. Nothing in this Agreement shall be construed as granting Licensee consent to utilize any rights-of-way over which the Borough lacks authority to grant consent such as any right-of-way over which the County or the State of New Jersey have exclusive authority. This Grant of Consent is a grant of consent generally to use the right of way but is not a grant of consent to place any specific facilities at any specific site. Exhibit A will contain the list of approved locations and installation details.

4. **Term.** The term of this Agreement shall be fifteen (15) years, commencing on _____, 202_, unless sooner terminated by either Party in accordance with the provisions of this Agreement. The term of this Agreement may be extended by mutual written agreement for up to four (4) successive terms of five (5) years each on the same terms and conditions as are set forth herein.

5. **Non-Exclusive License.** This Agreement is a non-exclusive license. It shall not be recorded. Any and all rights granted to Licensee under this Agreement shall be exercised at Licensee's sole cost and expense, shall be subject to the prior and continuing right of Lake Como to use any and all parts of its Public Rights-of-Way

exclusively or concurrently with any other person or entity and further shall be subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances and claims of title of record which may affect the Public Rights-of-Way. Nothing in this Agreement shall be deemed to grant, convey, create or vest in Licensee a real property interest in any land, including any fee, leasehold interest or easement.

6. **Compliance with Laws; Required Permits; Utilities; Maintenance.**

(a) **Compliance with Laws.** Licensee shall comply with all applicable federal, state and Borough laws, administrative regulations, codes, zoning ordinances, ordinances, standards, specifications and requirements relating to the construction, installation, operation, maintenance and control of Licensee's Small Wireless Facilities, appurtenant equipment, structures and utility poles defined in Section One: Definitions, in the designated locations within the Public Rights-of-Way. Licensee shall not attach, install, maintain or operate any Small Wireless Facility and/or Smart Pole within any Public Right-of-Way without a permit therefore first having been issued by the Borough. Therefore, in the event that Licensee desires to construct, attach, install, maintain or operate any additional Small Wireless Facilities, Utility Poles, Smart Poles and/or structures within a Public Right-of-Way that is not defined in Section One: Definitions then such construction, attachment, installation, maintenance or operation first shall be approved by a majority vote of the governing body and permit therefore issued by Lake Como prior to the commencement of such construction, attachment, installation, maintenance or operation of the Small Wireless Facilities, Utility Poles, Smart Poles and/or structures.

(b) **Required Permits.** If the attachment, installation, operation, maintenance or location of any Small Wireless facility by Licensee in any Public Right-of-Way requires any permit, including any Borough street opening permit, then Licensee, if required under applicable Borough ordinances, shall apply for the appropriate permit with the appropriate municipal official and shall pay the required fee therefore.

(c) **Utilities.** Licensee shall pay for all utilities used (and connections to said

utilities) in connection with the installation, operation and maintenance of its Small Wireless Facilities and/or Smart Poles. Licensee agrees to take utility access from the nearest possible connection in order to minimize utilization of the Public Rights-of-Way.

(d) **Maintenance.** In the performance and exercise of its rights and obligations under this Agreement, Licensee, at its sole cost and expense, shall maintain its Small Wireless Facilities, its Utility Poles, Smart Poles, its structures and any real property utilized to access any of the foregoing in a safe and satisfactory condition as directed by, and to the satisfaction of, the Borough, including, but not limited to, removal of any debris generated by Licensee and replacement of any plants, trees or vegetation damaged or destroyed by Licensee. In the event that any of Licensee's Small Wireless Facilities, Smart Poles and/or appurtenances thereto, its Utility Poles or its structures causes damage to any Public Right-of-Way or interferes with the performance of any of the Borough's public duties or other uses of the Public Rights-of-Way, Licensee agrees, upon notice from the Borough, to promptly commence and complete all necessary repairs to cure any such damage at Licensee's sole cost and expense. If Licensee fails to repair the damage within fifteen (15) days after receiving notice from the Borough or if an emergency necessitates immediate repair of the damage then the Borough, in its sole discretion, may perform the repair work itself in which case Licensee shall reimburse the Borough for the cost of the repair work within thirty (30) days after receiving a statement detailing such costs.

7. **Removal and Relocation.** Within 30 days following written notice from the Borough, Licensee, at its own expense, shall temporarily or permanently remove, relocate, change or alter the position of any of its Small Wireless Facilities, Utility Poles, Smart Poles and/or structures if the Borough determines that (a) such removal, relocation, change or alteration, is reasonably necessary for the construction, repair, maintenance, or installation of any Borough improvement in or upon, the Public Right-of-Way; or (b) because the Small Wireless Facilities, Utility Poles, Smart Poles and/or

structures are interfering with or adversely affecting proper operation of street lighting, traffic signaling or other poles; or (c) the widening of the Public Right-of-Way necessitates such removal, relocation, change or alteration. In such instance, the Borough shall cooperate with Licensee to find a replacement location for its Small Wireless Facilities and/or Smart Poles that will provide similar radio frequency coverage as is provided by the Small Wireless facilities and/or Smart Poles to be removed or relocated. Once the emergency condition no longer exists Licensee shall apply for any permit for the work that was performed during the emergency that it would have had to secure for said work prior to performing said work in the absence of the emergency.

8. **Emergent Conditions.** Licensee shall maintain all of its Small Wireless facilities, Utility Poles, Smart Poles and structures at Licensee's sole cost and expense. Noncompliance with normally required procedures for securing a required permit shall be excused when Licensee reasonably determines that an emergency exists. If an emergency creates a hazard on the traveled portion of the Public Right-of-Way, then Licensee shall take immediate steps to provide all necessary protection for traffic on the roadway including the use of signs, lights, barricades or flaggers. Licensee shall, as soon as practical, notify the Borough's Engineer, Construction Official, or their designees, and the Borough's Police Department of the emergency, informing them as to what steps have been taken for protection of the traveling public and what will be required to make the necessary repairs. On nights and weekends the Licensee shall notify the Borough's Police Department of an emergency if the Borough's Engineer and Construction Official are unavailable. If the nature of the emergency is such as to interfere with the free movement of traffic, the Borough's Police Department shall be notified immediately, prior to any other action being taken. To the extent that Borough has actual knowledge of the displacement or damage to any of Licensee's Small Wireless Facilities, Utility Poles, Smart Poles or structures, it shall inform Licensee upon learning of the same.

9. **Personal Property Owned by Licensee.** All Small Wireless Facilities, Utility Poles, Smart Poles and structures covered under this Agreement shall be considered personal property and shall remain the property of and shall be under the dominion and control of the Licensee. Such personal property may not be utilized by any third party without the express prior written consent of Licensee, but Licensee, upon the request of the Borough and at no cost to Licensee, shall cooperate with any third party in collocating the third party's equipment upon any Utility Pole or structure upon which Licensee has installed any Small Wireless facility and/or Smart Pole.

10. **Insurance and Indemnity.**

(a) Licensee shall secure and maintain commercial general liability insurance or self- insurance with limits of \$2,000,000 for injury or death on one or more persons in any one occurrence and in the aggregate and \$2,000,000 for damage or destruction in any one occurrence and in the aggregate insuring Licensee as named insured and listing the Borough as an included insured on the policies. The Borough's included insured status shall (i) be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Licensee, its employees, agents or independent contractors; (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of the Borough, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of the Borough, its employees, agents or independent contractors; and, (iii) not exceed Licensee's indemnification obligation under this Agreement, if any. Notwithstanding the forgoing, Licensee may, in its sole discretion, self-insure any of the required insurance under the same terms as required by this Agreement. In the event Licensee elects to self-insure its obligation under this Agreement to include the Borough as an additional insured, the following conditions apply: (i) Lake Como shall promptly and no later than thirty (30) days after notice thereof provide Licensee with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and

provide Licensee with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) Lake Como shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Licensee; and (iii) Lake Como shall fully cooperate with Licensee in the defense of the claim, demand, lawsuit, or the like.

(b) Certificates of the insurance required by this paragraph 10, along with the evidence of financial ability to self-insure as described in paragraph (a) above, if applicable, shall be provided to the Borough within ten (10) days following the effective date of this Agreement and prior to obtaining any permits required under paragraph 6(b). Thereafter, and so long as this Agreement remains executory, Licensee shall provide certificates of insurance or of self-insurance reflecting the requirements of this paragraph to the Borough within ten (10) days following receipt of a written request from Lake Como. Production of a certificate of self-insurance always shall be accompanied by the evidence of ability to self-insure that is described in paragraph 10(a) above. Should any policy of insurance on which the Borough is an included insured be cancelled before the expiration date thereof then Notice of the cancellation shall be provided to the Borough in accordance with the policy provisions by Licensee or by its affiliated parent or by the insurer.

(c) Licensee agrees to indemnify and hold harmless the Borough against any claim of liability or loss from personal injury or property damage to the extent directly resulting from or arising out of the negligence or willful misconduct of the Licensee, its employees, contractors or agents, except to the extent such claims or damage may be due to or caused by the negligence or willful misconduct of the Borough, or its employees, contractors or agents. The Borough will provide the Licensee with prompt, written notice of any claim covered by this indemnification and hold harmless provision; provided that any failure of the Borough to provide any such notice, or to provide it promptly, shall

not relieve the Licensee from its indemnification and hold harmless obligation in respect of such claim, except to the extent the Licensee can establish actual prejudice and direct damages as a result thereof. The Borough shall cooperate with the Licensee in connection with the Licensee's defense of such claim. The Licensee shall defend the Borough, at the Borough's request, against any claim with counsel of the Borough's choosing that is reasonably satisfactory to the Licensee.

(d) The legal liability of the Licensee to the Borough and any person for any of the matters that are the subject of the insurance policies required by this paragraph shall not be limited by such insurance policies or by the recovery of any amounts thereunder, however neither the Borough nor the Licensee shall be liable to the other for consequential, incidental, exemplary or punitive damages on account of any activity pursuant to this Agreement.

11. **No Waiver of Breach of Remedies.** No waiver by a Party of any breach of this Agreement or of any representation hereunder by the other Party shall be deemed to be a waiver of any other breach by the other Party (whether preceding or succeeding and whether or not of the same or similar nature), and no acceptance of performance by a Party after any breach by the other Party shall be deemed to be a waiver of any breach of this Agreement or of any representation hereunder by the other Party whether or not the first Party knows of such breach at the time it accepts such performance. No failure or delay by a Party to exercise any right it may have by reason of the default of the other Party shall operate as a waiver of default or modification of this Agreement or shall prevent the exercise of any right by the first Party while the other Party continues to be so in default. Any remedy that either Party may have by reason of a breach of any provision of this Agreement by the other Party at all times shall be preserved and may not be waived.

12. **Mediation of Disputes.** In the event of any dispute concerning the interpretation of the terms of this Agreement or of the obligations of either Party under this Agreement, the Parties shall attempt in good faith to resolve such dispute via

consultation between their designated representatives. If such consultation fails to resolve the dispute, then the Parties agree to submit the dispute to mediation. The mediation shall be initiated by one Party serving the other Party with a written demand to mediate. The mediation demand shall include the initiating Party's designation of a mediator. Within fourteen (14) days of receipt of the mediation demand the Party receiving the mediation demand shall either agree to the mediator designated by the other Party or shall provide the other Party with its written designation of a mediator. Thereafter, the designated mediators immediately shall jointly designate a third mediator who shall be either a New Jersey licensed attorney-at-law or a retired judge of the Superior Court of New Jersey. Payment of mediation fees, costs and expenses shall be split evenly amongst the Parties. The mediated resolution of the dispute may include a provision that provides for something other than an even split of the mediation fees, costs and expenses.

13. **Severability.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

14. **Governing Law.** This Agreement shall be governed, construed and interpreted by, through and under the laws of the State of New Jersey without reference to conflict of law principles, except in such instances when the laws of the United States preempt the laws of the State of New Jersey and all actions, suits and litigation arising under the terms of this Agreement shall be litigated in the Superior Court of New Jersey, Monmouth County, or in the United States District Court for the District of New Jersey (Camden), but no such litigation shall be initiated by a Party until there has been compliance with the mediation provisions of this Agreement that are set forth above. In the event of litigation arising out of this Agreement, the prevailing party shall not be entitled to recover its costs of suit and attorney's fees from the non-prevailing party unless such recovery is specifically and expressly provided for by a statute of the United

States or a statute of the State of New Jersey.

15. **Entire Agreement.** This Agreement contains the entire understanding between the parties, and such understanding may not be modified or terminated except in writing and signed by all parties to this Agreement.

16. **Notice.** Any notice required or permitted under this Agreement or under state or federal law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested or by a nationally-recognized overnight delivery service. The Borough and Licensee may change the address required for service of any notice by providing the other party to this Agreement with a new address for sending and receiving of required notices under this Agreement. No notice required under this Agreement may be served validly by email. All notices to Lake Como or Licensee shall be delivered to the following addresses:

MUNICIPALITY: Borough of Lake Como Clerk

MUNICIPALITY 1740 Main Street, Lake Como, NJ 07719

Licensee: INSERT NAME AND ADDRESS

With a copy to: INSERT NAME AND ADDRESS

17. **Emergency Contact Information for Licensee.** The emergency telephone contact number to reach Licensee 24 hours per day, seven days per week, is: INSERT PHONE NUMBER. Should that number be disabled or revised for any reason, Licensee shall give the Borough immediate notice of an alternate emergency contact telephone number. Additionally, Licensee may be reached during business hours as follows:

INSERT ADDITIONAL CONTACT INFORMATION

18. **Assignment.** Licensee may sell, assign or transfer this Agreement without the need for any approval or consent of the Borough to Licensee's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Licensee's assets in the market defined by the Federal Communications Commission in which the Borough is located by reason of a merger, acquisition or other business reorganization. Except as provided in the previous sentence, Licensee may not assign this Agreement without the prior express written consent of the Borough, which consent shall not be unreasonably withheld, conditioned, or delayed after written notice to the Borough of the request. The terms and conditions herein contained shall be binding upon and inure to the benefit of the permitted successors and assigns of the Parties hereto.

19. **Miscellaneous.**

a. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and all those who succeed to their rights and responsibilities, including their respective successors in interest.

b. The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement and shall not be deemed to explain, modify, amplify or otherwise alter the substance of this Agreement.

c. Lake Como and Licensee each acknowledge that they have had adequate opportunity to review the contents of this Agreement with legal counsel and have executed this Agreement with full and complete understanding of its terms.

d. This Agreement (and all exhibits thereto) is deemed to have been jointly prepared by the Parties hereto, and any uncertainty or ambiguity existing herein, if any, shall not be interpreted against any Party, but shall be interpreted according to the application of the rules of interpretation for arm's-length agreements.

20. **Execution.** Each Party represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform its respective obligations under this Agreement. This Agreement may be executed in one or more counterparts, each of which should be deemed an original, but which together shall constitute one and the same instrument.

[Signature Page to Follow]

IN WITNESS WHEREOF, and in order to bind themselves to the terms and conditions of this Agreement, the Parties have caused this Agreement to be executed by their proper corporate officers and their corporate seals have been affixed hereto on the date first set forth above.

ATTEST:

MUNICIPALITY

, Clerk

, Mayor

ATTEST:

INSERT LICENSEE NAME

, Witness



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

**DATE: FEBRUARY 4, 2025 7:30 PM
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 2025 in which Resolution the time and place of Agenda and Regular Meetings commencing with January 7, 2025 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 and on the bulletin board in Borough Hall. All meetings are open to the public.

ROLL CALL

Douglas Witte
Hawley Scull
Christopher D'Antuono
Nicholas DeMauro
Peter Ventrice
Heather Albala-Doyle

APPROVAL OF MINUTES

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 2025-42
Refund of Street Opening Escrow

Resolution 2025-49
Award Contract for Municipal Attorney

NEW BUSINESS

Special Events Application
Belmar Lake Como St. Patrick's Day Parade

Special Events Application
Kilt Run

Special Events Application
JSRC Spring Break 5k

Special Events Application
Belmar Five Mile Run

Resolution 2025-46
Appointing Certified Municipal Finance Officer
Offered by Councilman D'Antuono

Ordinance 2025-1
Second Reading and Public Comments
Salary & Wage Guide
Offered by Councilman Witte

Resolution 2025-43
Salary Resolution
Offered by Councilman D'Antuono

Resolution 2025-44
Payment of Bills
Offered by Councilwoman Scull

Resolution 2025-45
Payment of NJNG Bill
Offered by Councilwoman Albala-Doyle

Resolution 2025-47
Certification of the Annual Audit
Offered by Councilman Witte

Resolution 2025-48
Corrective Action Plan
Offered by Councilman D'Antuono

Resolution 2025-50
Executive Session - Litigation
Offered by Councilman Ventrice

ALCOHOL BEVERAGE CONTROL BOARD

MacTav Extension of Premises

PUBLIC COMMENTS

NEXT MEETING

The next regular meeting of the Mayor and Council will be held on Tuesday, February 18, 2025 at 7:30 PM in the Lake Como Meeting Room. All meetings are open to the public.

MOTION TO ADJOURN

RESOLUTION 2025-42

WHEREAS, Michael Rotando, owner of 746 Nineteenth Avenue, Lake Como, NJ, 07719, also known as Block- 31, Lot – 12.02, applied for Street Opening Permit #24-28 to install a partial sidewalk, curb and apron; and

WHEREAS, Michael Rotando’s Contractor, MAC Management Properties, LLC., posted the \$600.00 Escrow Fee with Check #3064, which is refundable once the street is found to be in satisfactory condition after completion of the job; and

WHEREAS, the Supervisor of the Department of Public Works, did visit the site for the purpose of inspecting the street and did find it to be in good 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 #3064 be refunded to MAC Management Properties, LLC, 3005 Route 88, Point Pleasant, NJ 08742.

Dated: 02/04/2025

Kevin Higgins, Mayor

Douglas Witte, Council President

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 February 04, 2025.

Amy L. Boney, Borough Clerk

RESOLUTION NO. 2025-49

**RESOLUTION AMENDING RESOLUTION NO. 2025-8 AUTHORIZING THE AWARD
OF A CONTRACT FOR MUNICIPAL ATTORNEY**

WHEREAS, by Resolution No. 2025-8 Marguerite M. Schaffer of Shain Schaffer PC was appointed Municipal Attorney for the Borough of Lake Como; and

WHEREAS, Marguerite M. Schaffer is joining the Firm of Rainone Coughlin Minchello, LLC as Of Counsel; and,

WHEREAS, the attorneys associated with Shain Schaffer will also be joining Rainone Coughlin Minchello, LLC;

NOW, THEREFORE, BE IT RESOLVED that the aforesaid Resolution be amended to change the Firm with which Marguerite M. Schaffer is affiliated to Rainone Coughlin Minchello LLC and to authorize that Firm to provide legal services as Municipal Attorney on the same terms as those set forth in Resolution 2025-8.

Dated: February 4, 2025

Kevin G. Higgins
Mayor

Doug Witte
Council President

CERTIFICATION

I hereby certify that the foregoing Resolution to be a true and exact copy of the Resolution adopted by the Lake Como Borough Council at its meeting held on February 4, 2025.

Amy L. Boney, RMC
Borough Clerk



Borough of Lake Como

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

Kevin G. Higgins
Mayor

Andrew Huisman
Administrator

*****MUST BE TYPED OR PRINTED NEATLY*****

SPECIAL EVENTS PERMIT APPLICATION

PLEASE COMPLETE THE FOLLOWING INFORMATION, AS REQUIRED BY
BOROUGH ORDINANCE NO. 93-576.

EVENT NAME: Belmar Lake Como St Patrick's Day PARADE

DATE OF EVENT: 3/2/2025

TIME OF EVENT: 8:00 am/pm until 4:00 am/pm
Events must begin by 9:00am

APPLICANT/ORGANIZATION: Belmar Lake Como PARADE Committee

APPLICANT ADDRESS: P.O. Box 331
Belmar N.J. 07719

TELEPHONE NUMBER: [REDACTED]

DAY OF EVENT CONTACT INFORMATION

PERSON RESPONSIBLE FOR EVENT: Chip CAUVAUGH

NUMBER OF VOLUNTEERS FOR EVENT: 50

(Volunteers must be over the age of 18 and must be wearing safety vests at all times)

ADDRESS: 1840 Fernwood RD
LAKE COMO N.J.

PHONE NUMBER: _____

WILL THERE BE AN ADMISSION CHARGE TO ATTEND?: _____ YES NO

IF YES, HOW MUCH?: \$ _____

LIABILITY INSURANCE COVERAGE? _____ YES NO

AMOUNT OF COVERAGE: \$ _____

HAVE YOU APPLIED TO BELMAR & SPRING LAKE? YES _____ NO

EVENTS WITH MORE THAN 500 PARTICIPANTS MUST APPLY TO WALL TWP.

IF NO, WHY? _____

***Certificate of Insurance MUST be submitted with the application
before application will be reviewed***



Borough of Lake Como

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

Kevin G. Higgins
Mayor

Andrew Huisman
Administrator

SPECIAL EVENTS PERMIT APPLICATION

LOCATION OF EVENTS AND COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY AND TRAFFIC CONTROL. EVENTS WITH OVER 500 PARTICIPANTS CANNOT USE VOLUNTEERS:

North Blvd and 18th Ave For Staging, Main St
For the Parade Route. we will use water filled
baracodes to secure North Blvd, we will
have volunteers to stage participants on North Blvd

DESCRIBE ALL BOROUGH RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT:

public works to Baracode Streets:

APPROXIMATE NUMBER OF CONTESTANTS, PARTICIPANTS, SPECTORS, AND/OR OTHER PEOPLE THAT COULD REASONABLY BE ANTICIPATED TO ATTEND THE EVENT: 20,000

THE BOROUGH OF LAKE COMO RESERVES THE RIGHT TO CANCEL ANY SPECIAL EVENT DUE TO CIRCUMSTANCES BEYOND ITS CONTROL, SUCH AS STORMS OR ANY NATURAL DISASTER.

[Signature]
SIGNATURE OF APPLICANT

12/9/24
DATE

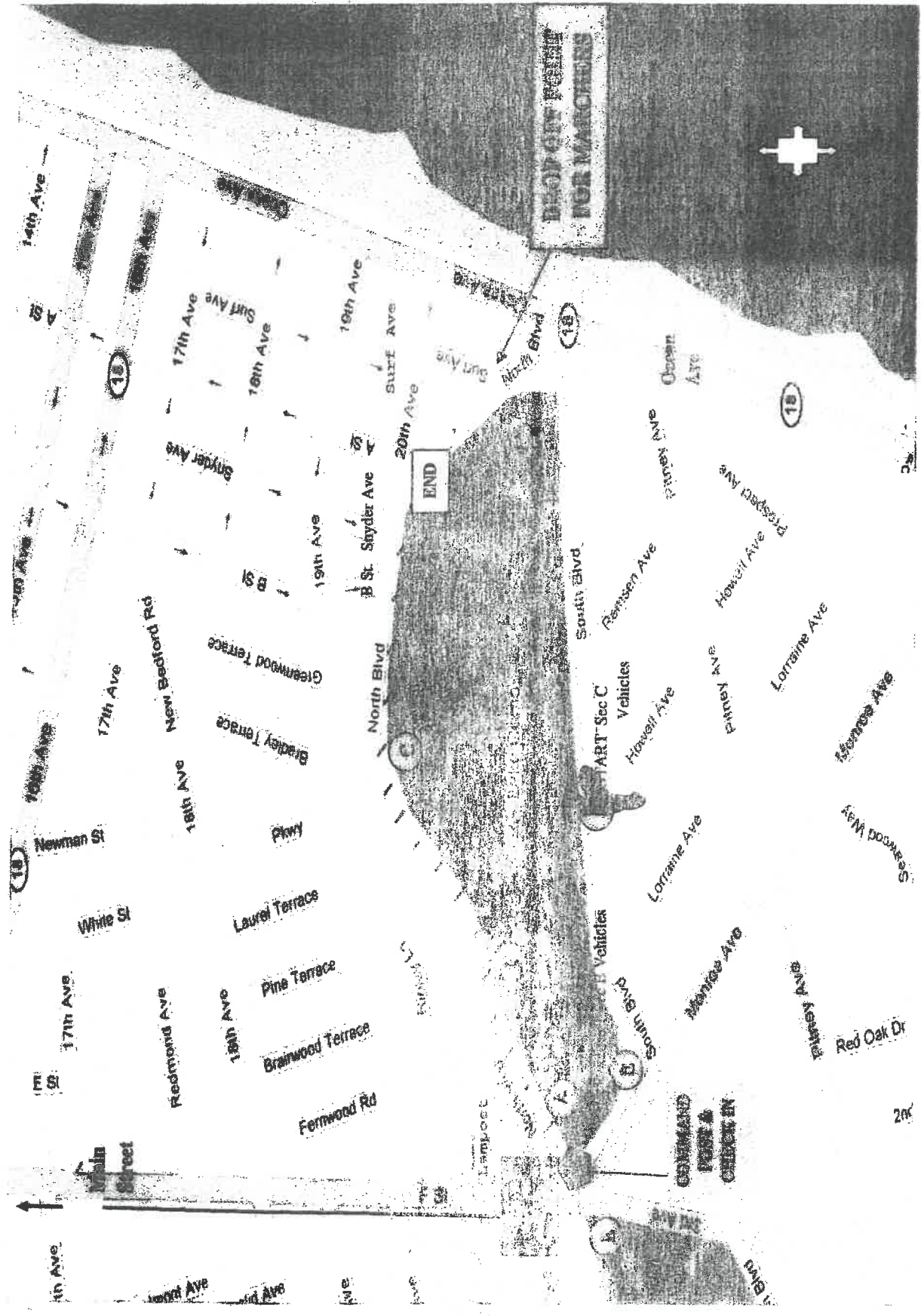
FOR OFFICE USE ONLY

Date Application Received	<u>12/9/24</u>
Received by	<u>AB</u>
Date Application Reviewed & Approved by DPW	_____
Reviewed by	_____
Date Application Reviewed & Approved by Police	_____
Reviewed by	_____
Price from Police Department	_____
Date Approved by Mayor & Council	_____

Belmar/Lake Como St. Patrick's Day Parade Official Parade Rules and Regulations

- 1. Absolutely NO Alcoholic Beverages are permitted in the line of march, in the staging area or along the parade route.**
- 2. The Parade Chairman, representing the Parade Committee, reserves the right to refuse participation to any individual or group deemed offensive or in bad taste.**
- 3. The Parade does not promote any political cause or election campaign; therefore there will be NO distribution of political fliers or endorsements of any kind.**
- 4. All signs and banners MUST be approved by the Parade Chairman before 11:30 am on Parade Day.**
- 5. There will be NO throwing candy, gum, leaflets or distribution of any type from any individual group, vehicle or float.**
- 6. There will be no stopping at the Reviewing Stand to insure a steady flow of the Parade and Line of March.**

On this day as we honor St. Patrick and the Irish who have come before us, let us demonstrate our pride in our Irish heritage and culture in a dignified forum and make this an enjoyable event for all.



PROBATION DEPARTMENT
FOR MARCHERS

END

ART-SEC C
Vehicles

COMMAND
POST &
CHECK IN



2nd

14th Ave

15th Ave

16th Ave

17th Ave

18th Ave

19th Ave

20th Ave

14th Ave

15th Ave

16th Ave

17th Ave

18th Ave

19th Ave

20th Ave

Snyder Ave

North Blvd

South Blvd

Remsen Ave

Howell Ave

Ferry Ave

White St

Redmond Ave

18th Ave

17th Ave

16th Ave

15th Ave

14th Ave

13th Ave

12th Ave

11th Ave

10th Ave

9th Ave

8th Ave

Brainwood Terrace

Pine Terrace

Laurel Terrace

Bradley Terrace

Greenwood Terrace

Snyder Ave

North Blvd

South Blvd

Remsen Ave

Howell Ave

Ferry Ave

Lorraine Ave

18th Ave

Ferwood Rd

Brainwood Terrace

Pine Terrace

Laurel Terrace

Bradley Terrace

Greenwood Terrace

Snyder Ave

North Blvd

South Blvd

Remsen Ave

Howell Ave

Ferry Ave

Lorraine Ave

18th Ave

17th Ave

16th Ave

15th Ave

14th Ave

13th Ave

12th Ave

11th Ave

10th Ave

9th Ave

8th Ave

7th Ave

6th Ave

Brainwood Terrace

Pine Terrace

Laurel Terrace

Bradley Terrace

Greenwood Terrace

Snyder Ave

North Blvd

South Blvd

Remsen Ave

Howell Ave

Ferry Ave

Lorraine Ave

18th Ave

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16th Ave

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10th Ave

9th Ave

8th Ave

7th Ave

Brainwood Terrace

Pine Terrace

Laurel Terrace

Bradley Terrace

Greenwood Terrace

Snyder Ave

North Blvd

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Remsen Ave

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Lorraine Ave

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Brainwood Terrace

Pine Terrace

Laurel Terrace

Bradley Terrace

Greenwood Terrace

Snyder Ave

North Blvd

South Blvd

Remsen Ave

Howell Ave

Ferry Ave

Lorraine Ave

18th Ave

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Howell Ave

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16th Ave

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13th Ave

12th Ave

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Laurel Terrace

Bradley Terrace

Greenwood Terrace

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16th Ave

15th Ave

14th Ave

Brainwood Terrace

Pine Terrace

Laurel Terrace

Bradley Terrace

Greenwood Terrace

Snyder Ave

North Blvd

South Blvd

Remsen Ave

Howell Ave

Ferry Ave

Lorraine Ave

18th Ave

27th Ave

26th Ave

25th Ave

24th Ave

23rd Ave

22nd Ave

21st Ave

20th Ave

19th Ave

18th Ave

17th Ave

16th Ave

15th Ave

Brainwood Terrace

Pine Terrace

Laurel Terrace

Bradley Terrace

Greenwood Terrace

Snyder Ave

North Blvd

South Blvd

Remsen Ave

Howell Ave

Ferry Ave

Lorraine Ave

18th Ave

28th Ave

27th Ave

26th Ave

25th Ave



Borough of Lake Como

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

Kevin G. Higgins
Mayor

Andrew Huisman
Administrator

*****MUST BE TYPED OR PRINTED NEATLY*****

SPECIAL EVENTS PERMIT APPLICATION

PLEASE COMPLETE THE FOLLOWING INFORMATION, AS REQUIRED BY
BOROUGH ORDINANCE NO. 93-576.

EVENT NAME: BAR A KILT RUN & WALK 2 MILE

DATE OF EVENT: SAT. MARCH 15, 2025

TIME OF EVENT: 10:00 am - 1 pm until 11:00 am - 1 pm
Events must begin by 9:00am

APPLICANT/ORGANIZATION: CHIP CAVANAGH

APPLICANT ADDRESS: 1840 FERNWOOD RD
LAKE Como, NJ 07719

TELEPHONE NUMBER: [REDACTED]

DAY OF EVENT CONTACT INFORMATION

PERSON RESPONSIBLE FOR EVENT: CHIP CAVANAGH

NUMBER OF VOLUNTEERS FOR EVENT: 30
(Volunteers must be over the age of 18 and must be wearing safety vests at all times)

ADDRESS: 1840 FERNWOOD RD.
LAKE Como, NJ 07719

PHONE NUMBER: [REDACTED]

WILL THERE BE AN ADMISSION CHARGE TO ATTEND?: YES NO

IF YES, HOW MUCH?: \$ 30 - \$40

LIABILITY INSURANCE COVERAGE? YES NO

AMOUNT OF COVERAGE: \$ 1,000,000

HAVE YOU APPLIED TO BELMAR & SPRING LAKE? YES NO

EVENTS WITH MORE THAN 500 PARTICIPANTS MUST APPLY TO WALL TWP.

IF NO, WHY? N/A

***Certificate of Insurance MUST be submitted with the application
before application will be reviewed***

Insurance Cert will be provided prior to the event



Borough of Lake Como

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Kevin G. Higgins
Mayor

Andrew Huisman
Administrator

SPECIAL EVENTS PERMIT APPLICATION

LOCATION OF EVENTS AND COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY AND TRAFFIC CONTROL. EVENTS WITH OVER 500 PARTICIPANTS CANNOT USE VOLUNTEERS:

Volunteer course marshals & Police will be utilized for security & traffic control at all intersections on the course

DESCRIBE ALL BOROUGH RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT:

Public works, Police & barricades for street closures & traffic control

APPROXIMATE NUMBER OF CONTESTANTS, PARTICIPANTS, SPECTORS, AND/OR OTHER PEOPLE THAT COULD REASONABLY BE ANTICIPATED TO ATTEND THE EVENT: 400

THE BOROUGH OF LAKE COMO RESERVES THE RIGHT TO CANCEL ANY SPECIAL EVENT DUE TO CIRCUMSTANCES BEYOND ITS CONTROL, SUCH AS STORMS OR ANY NATURAL DISASTER.

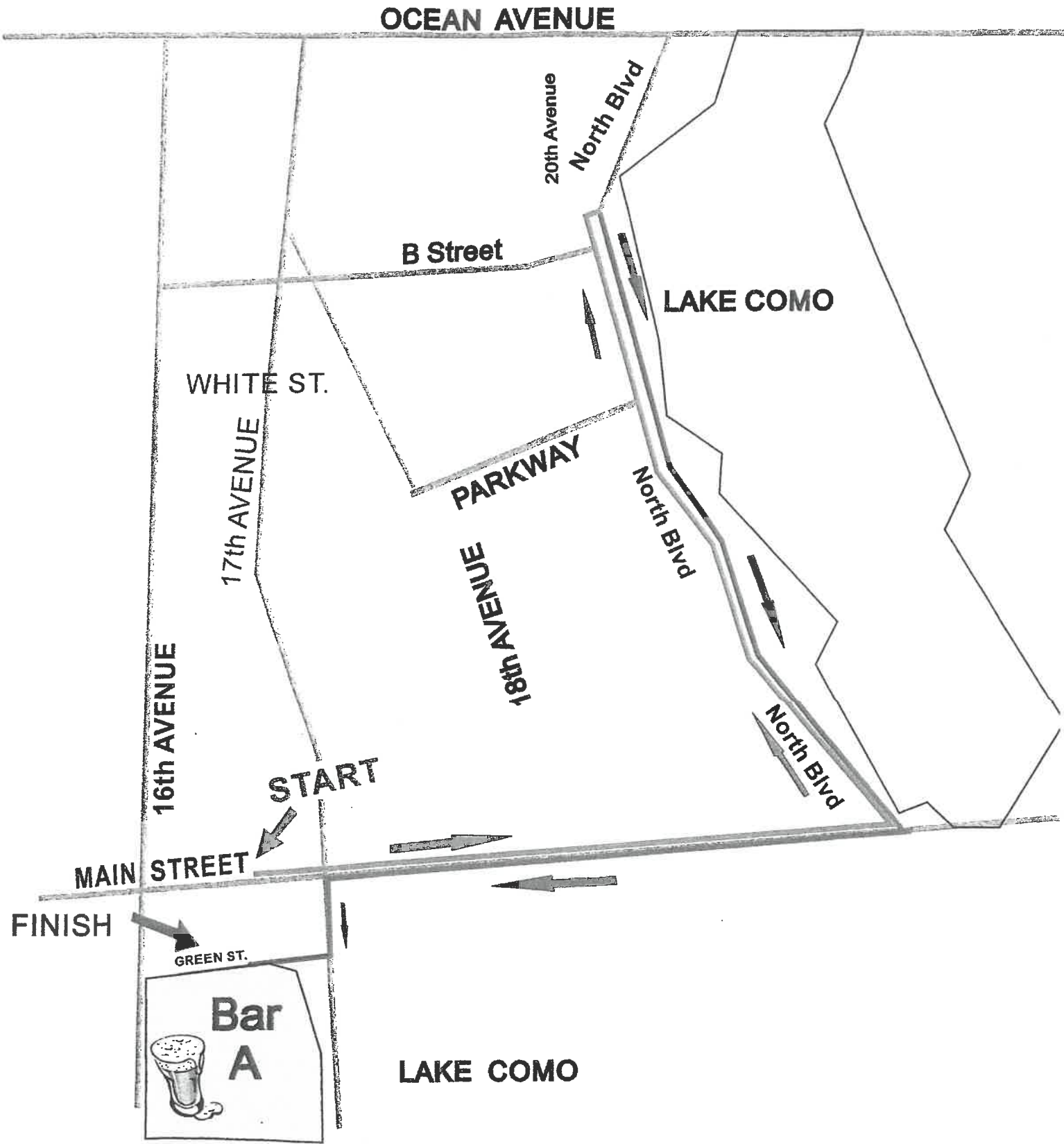
SIGNATURE OF APPLICANT

DATE

FOR OFFICE USE ONLY

Date Application Received	<u>12/10/24</u>
Received by	_____
Date Application Reviewed & Approved by DPW	_____
Reviewed by	_____
Date Application Reviewed & Approved by Police	_____
Reviewed by	_____
Price from Police Department	_____
Date Approved by Mayor & Council	_____

Bar A Kilt Run/Walk Map





Borough of Lake Como

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Kevin G. Higgins
Mayor

Andrew Huisman
Administrator

*****MUST BE TYPED OR PRINTED NEATLY*****

SPECIAL EVENTS PERMIT APPLICATION

PLEASE COMPLETE THE FOLLOWING INFORMATION, AS REQUIRED BY
BOROUGH ORDINANCE NO. 93-576.

EVENT NAME: Lake Como Spring Break 5K
 DATE OF EVENT: April 26, 2025
 TIME OF EVENT: 10:00 am/pm until 11:00 am/pm
Events must begin by 9:00am
 APPLICANT/ORGANIZATION: Jersey Shore Running Club
 APPLICANT ADDRESS: PO Box 7492
Shrewsbury, NJ 07712
 TELEPHONE NUMBER: [REDACTED]

DAY OF EVENT CONTACT INFORMATION

PERSON RESPONSIBLE FOR EVENT: Vicki Trerotola
 NUMBER OF VOLUNTEERS FOR EVENT: 40
(Volunteers must be over the age of 18 and must be wearing safety vests at all times)
 ADDRESS: 30 Wilson Ave
Manalapan, NJ 07726
 PHONE NUMBER: [REDACTED]
 WILL THERE BE AN ADMISSION CHARGE TO ATTEND?: YES NO
 IF YES, HOW MUCH?: \$ 30-35
 LIABILITY INSURANCE COVERAGE? YES NO
 AMOUNT OF COVERAGE: \$ 2,000,000
 HAVE YOU APPLIED TO BELMAR & SPRING LAKE? YES NO
 EVENTS WITH MORE THAN 500 PARTICIPANTS MUST APPLY TO WALL TWP.
 IF NO, WHY? _____

***Certificate of Insurance MUST be submitted with the application
before application will be reviewed***

Insurance Cert. will be provided after 1/1/25



Borough of Lake Como

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Kevin G. Higgins
Mayor

Andrew Huisman
Administrator

SPECIAL EVENTS PERMIT APPLICATION

LOCATION OF EVENTS AND COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY AND TRAFFIC CONTROL. EVENTS WITH OVER 500 PARTICIPANTS CANNOT USE VOLUNTEERS:

Volunteer course marshals and police (BPD)
at all intersections for traffic control
Barricades/cones

DESCRIBE ALL BOROUGH RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT:

Police (BPD)
Barricades

APPROXIMATE NUMBER OF CONTESTANTS, PARTICIPANTS, SPECTORS, AND/OR OTHER PEOPLE THAT COULD RESONABLY BE ANTICIPATED TO ATTEND THE EVENT: 400

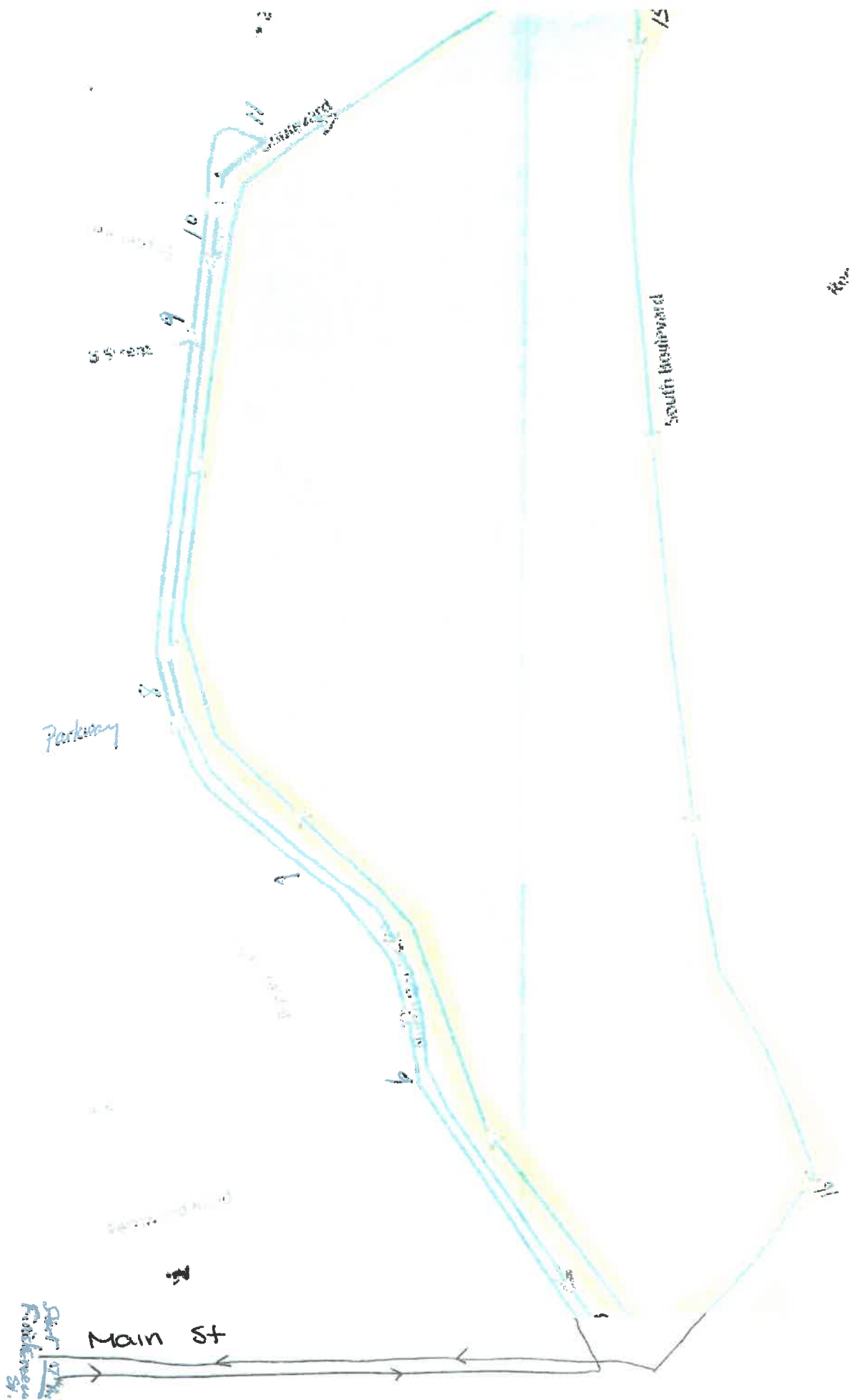
THE BOROUGH OF LAKE COMO RESERVES THE RIGHT TO CANCEL ANY SPECIAL EVENT DUE TO CIRCUMSTANCES BEYOND ITS CONTROL, SUCH AS STORMS OR ANY NATURAL DISASTER.


SIGNATURE OF APPLICANT

11/24/24
DATE

FOR OFFICE USE ONLY

Date Application Received	<u>12/9/24</u>
Received by	_____
Date Application Reviewed & Approved by DPW	_____
Reveiwed by	_____
Date Application Reviewed & Approved by Police	_____
Reviewed by	_____
Price from Police Department	_____
Date Approved by Mayor & Council	_____





Borough of Lake Como

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Kevin G. Higgins
Mayor

Andrew Huisman
Administrator

*****MUST BE TYPED OR PRINTED NEATLY*****

SPECIAL EVENTS PERMIT APPLICATION

PLEASE COMPLETE THE FOLLOWING INFORMATION, AS REQUIRED BY
BOROUGH ORDINANCE NO. 93-576.

EVENT NAME: BELMAR FIVE MILE RUN

DATE OF EVENT: SAT AUG 30, 2025

TIME OF EVENT: 8:00 am / pm until 9:30 am / pm
Events must begin by 9:00am

APPLICANT/ORGANIZATION: BELMAR GOODWILL HOSE CO

APPLICANT ADDRESS: PO Box 21
BELMAR, NJ 07719

TELEPHONE NUMBER: EUGENE (CHIP) CAVANAGH [REDACTED]

DAY OF EVENT CONTACT INFORMATION

PERSON RESPONSIBLE FOR EVENT: DAN NAPOLITANO

NUMBER OF VOLUNTEERS FOR EVENT: 200+ - APPROX 10 COURSE MARSHALS / POLICE
IN LAKE COMO

(Volunteers must be over the age of 18 and must be wearing safety vests at all times)

ADDRESS: 1731 PASCAL PL
WALL, NJ 07719

PHONE NUMBER: [REDACTED]

WILL THERE BE AN ADMISSION CHARGE TO ATTEND?: YES NO

IF YES, HOW MUCH?: \$ 35 - \$50

LIABILITY INSURANCE COVERAGE? YES NO

AMOUNT OF COVERAGE: \$ 2,000,000

HAVE YOU APPLIED TO BELMAR & SPRING LAKE? YES NO

EVENTS WITH MORE THAN 500 PARTICIPANTS MUST APPLY TO WALL TWP.

IF NO, WHY? _____

***Certificate of Insurance MUST be submitted with the application
before application will be reviewed***

INSURANCE CERTIFICATE WILL BE PROVIDED PRIOR TO THE EVENT



Borough of Lake Como

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Andrew Huisman
Administrator

Kevin G. Higgins
Mayor

SPECIAL EVENTS PERMIT APPLICATION

LOCATION OF EVENTS AND COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY AND TRAFFIC CONTROL. EVENTS WITH OVER 500 PARTICIPANTS CANNOT USE VOLUNTEERS:

Part of the Belmar 5 Mile Course goes around Lake Como. we will utilize volunteer course marshals, firemen & police for security and traffic control

DESCRIBE ALL BOROUGH RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT:

Public Works & Police for street closures

APPROXIMATE NUMBER OF CONTESTANTS, PARTICIPANTS, SPECTORS, AND/OR OTHER PEOPLE THAT COULD RESONABLY BE ANTICIPATED TO ATTEND THE EVENT: 2500

THE BOROUGH OF LAKE COMO RESERVES THE RIGHT TO CANCEL ANY SPECIAL EVENT DUE TO CIRCUMSTANCES BEYOND ITS CONTROL, SUCH AS STORMS OR ANY NATURAL DISASTER.

Daniel Rappolito
SIGNATURE OF APPLICANT

12/5/25
DATE

FOR OFFICE USE ONLY

Date Application Received

Received by

Date Application Reviewed & Approved by DPW

Reveiwed by

Date Application Reviewed & Approved by Police

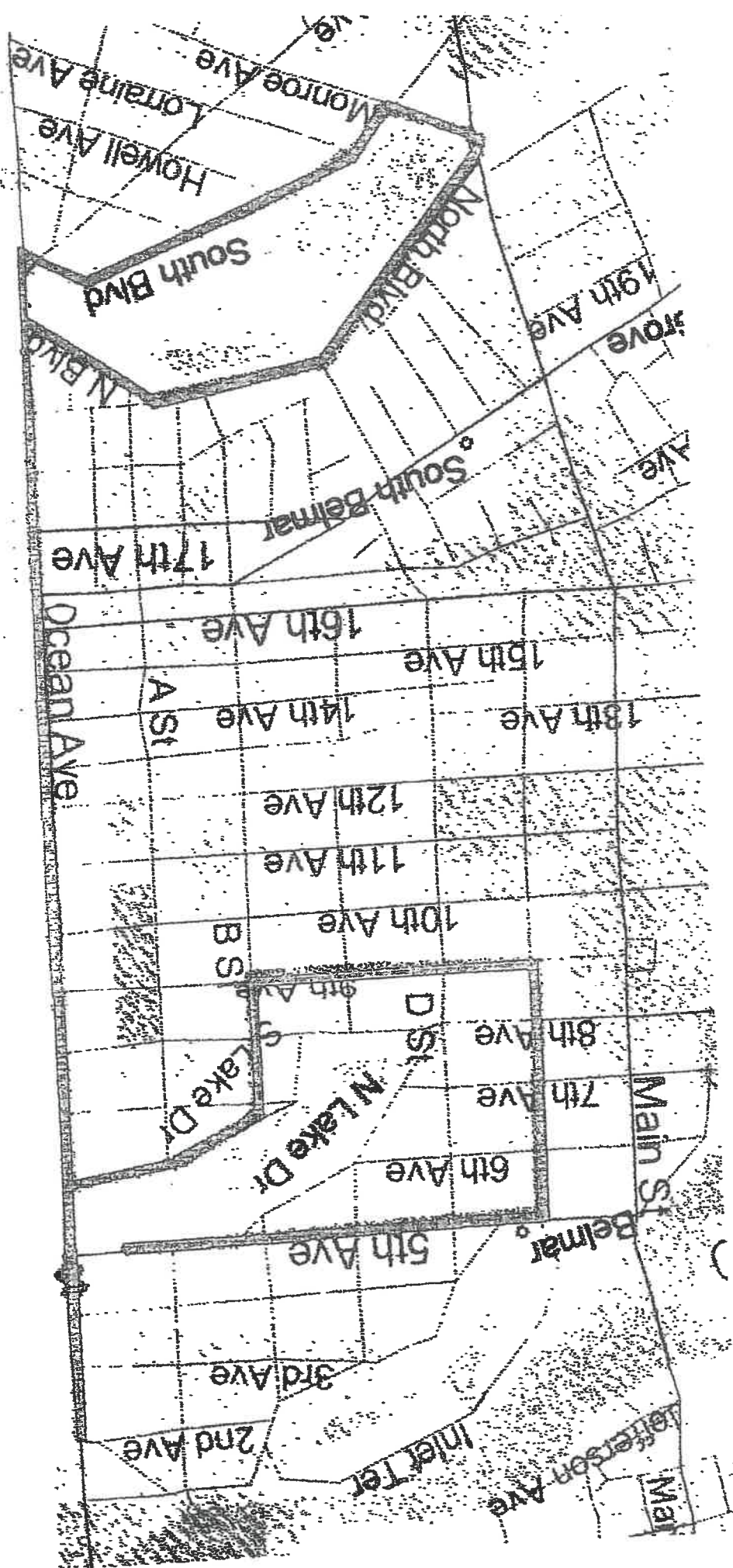
Reviewed by

Price from Police Department

Date Approved by Mayor & Council

12/9/24

OB



RESOLUTION 2025-46

**APPOINTMENT OF CERTIFIED MUNICIPAL FINANCE OFFICER FOR THE
BOROUGH OF LAKE COMO**

WHEREAS, in accordance with N.J.S.A. 40A:9-140.10 et seq. every municipality in the State of New Jersey is required to have a Chief Financial Officer, who shall be appointed by the municipality's governing body; and

WHEREAS, Samantha Waters, who has been serving in the capacity of Acting Finance Officer since October 16, 2023, has successfully obtained her Municipal Finance Officer certification and meets the qualifications and has agreed to perform the duties of the position of Chief Financial Officer; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Lake Como that Samantha Waters, CMFO is hereby appointed as Chief Financial Officer for the Borough of Lake Como for a four-year term commencing January 1, 2025.

Dated: February 4, 2025

Kevin G. Higgins
Mayor

Douglas Witte
Council President

Certification

I hereby certify that the foregoing Resolution to be a true and exact copy of the Resolution adopted by the Lake Como Borough Council at its meeting held on February 4, 2025.

Amy L. Boney, RMC
Municipal Clerk

ORDINANCE 2025-1
AN ORDINANCE OF THE BOROUGH OF LAKE COMO SETTING FORTH THE
SALARY RANGES OF CERTAIN BOROUGH OF LAKE COMO EMPLOYEES

BE IT ORDAINED by the Mayor and Council of the Borough of Lake Como that Ordinance 2022-979 is hereby amended as follows.

BE IT FURTHER ORDAINED that the following shall establish the salary range guide for certain municipal employees upon adoption and publication according to law:

THE BASE SALARY RANGES OF THE FOLLOWING BOROUGH EMPLOYEES SHALL BE AS STATED BELOW:

<u>POSITION</u>	<u>BASE SALARY RANGE</u>
Borough Administrator	\$90,000 - \$115,000
Registered Municipal Clerk	\$85,000 - \$95,000
Certified Municipal Finance Officer	\$75,000 - \$90,000
Superintendent Public Works	\$35,000 - \$50,000
Director of Code Enforcement	\$40,000 - \$45,000
Tax Collector & Searcher	\$15,000 - \$25,000
Certified Municipal Registrar of Vital Records	\$2,500 - \$5,000
Assistant Borough Administrator	\$3,000 - \$6,000
Improvement Searcher	\$3,400 - \$3,900

The above salary range guides, together with longevity, shall be in effect January 1, 2025. An adopting resolution shall establish the annual base salaries.

THE SALARIES OF THE FOLLOWING BOROUGH EMPLOYEES PAID ON AN HOURLY BASIS SHALL BE AS STATED BELOW:

<u>POSITION</u>	<u>HOURLY AMOUNT</u>
Administrative Assistant/Zoning Assistant	\$45.00 - \$50.00
Deputy Treasurer	\$25.00 - \$30.00

The above salary guides, together with longevity, shall be in effect January 1, 2025. An adopting resolution shall establish the annual base salaries.

THE YEARLY SALARY RANGES OF THE FOLLOWING BOROUGH EMPLOYEES SHALL BE AS STATED BELOW:

<u>POSITION</u>	<u>BASE SALARY RANGE</u>
Municipal Judge	\$40,000 - \$55,000
Tax Assessor	\$23,000 - \$30,000
Construction Code Official	\$20,000 - \$30,000
Municipal Prosecutor	\$20,000 - \$25,000
Building Subcode Official & Inspector	\$9,500 - \$14,000
Plumbing Subcode Official & Inspector	\$9,500 - \$12,000
Electrical Subcode Official & Inspector	\$9,500 - \$12,000
Fire Subcode Official & Inspector	\$9,500 - \$12,000
Zoning Official	\$5,000 - \$8,000
C2-W2 Operator	\$7,000 - \$8,500
Mayor	\$2,800 - \$3,800
Councilmember	\$2,000 - \$3,000

The above salary guides shall be in effect January 1, 2025. An adopting resolution shall establish the annual base salaries.

THE SALARIES OF THE FOLLOWING BOROUGH EMPLOYEES PAID ON AN HOURLY BASIS SHALL BE AS STATED BELOW:

<u>POSITION</u>	<u>HOURLY AMOUNT</u>
Code Enforcement Assistant	\$3.00 - \$15.00
Casual Employee	\$15.00 - \$25.00

The above salary guides shall be in effect January 1, 2025. An adopting resolution shall establish the annual base salaries.

THE SALARIES OF THE FOLLOWING BOROUGH EMPLOYEES SHALL BE PAID AS STATED BELOW:

<u>POSITION</u>	<u>FREQUENCY OF PAY</u>	<u>SALARY RANGE</u>
Planning Board Secretary	Monthly	\$300 - \$400
Tourism Commission Secretary	Monthly	\$120 - \$170
Public Defender	Per Court Date	\$300 - \$450

The above salary guides shall be in effect January 1, 2025. An adopting resolution shall establish the annual base salaries.

THE SALARIES OF THE FOLLOWING BOROUGH EMPLOYEES SHALL BE PAID AS STATED BELOW PER THE COLLECTIVE BARGAINING AGREEMENT OF THE LAKE COMO DEPARTMENT OF PUBLIC WORKS:

<u>POSITION</u>	<u>HOURLY RANGE</u>
First Year Full Time Employee	\$23.19
Second Year Full Time Employee	\$30.21
Third Year Full Time Employee	\$36.06
Working Supervisor	Minimum \$6,000 annually added to base pay

The above salary guides shall be in effect January 1, 2025 and all Public Works salaries will receive a 3.5% increase effective January 1, 2025 as per the contract.

SO ORDAINED as aforesaid.

Adopted on First Reading

Dated: January 21, 2025

Amy L. Boney, RMC

Borough Clerk

Adopted on Second Reading

Dated: February 4, 2025

Amy L. Boney, RMC

Borough Clerk

Approval by the Mayor on This ____ Day Of _____, 2025

Kevin G. Higgins, Mayor

RESOLUTION NO. 2025-43

A RESOLUTION OF THE BOROUGH OF LAKE COMO SETTING FORTH THE SALARIES OF CERTAIN BOROUGH OF LAKE COMO EMPLOYEES IN ACCORDANCE WITH THE SALARY RANGES ESTABLISHED IN ORDINANCE 2025-1

BE IT RESOLVED by the Mayor and Council of the Borough of Lake Como that Ordinance Number 2025-1 established salary ranges for municipal employees and in conformance with that ordinance the following salary guides shall be established for the Calendar Year 2025 for certain employees as follows.

BASE SALARY FOR THE FOLLOWING BOROUGH EMPLOYEES SHALL BE AS STATED BELOW:

POSITION	BASE SALARY
Borough Administrator	\$90,000.00
Registered Municipal Clerk	\$91,208.80
Certified Municipal Finance Officer	\$76,951.56
Superintendent of Public Works	\$35,000.00
Director of Code Enforcement	\$41,400.00
Tax Collector	\$20,000.00
Mayor	\$3,392.68
Councilmember	\$2,714.14

The above salaries, together with longevity, shall be in effect January 1, 2025.

THE SALARIES OF THE FOLLOWING BOROUGH EMPLOYEES PAID ON AN HOURLY BASIS SHALL BE AS STATED BELOW:

POSITION	PER HOUR
Deputy Treasurer	\$26.25
Assistant to the Zoning/Construction Official/ Administrative Assistant	\$45.65
Construction/Code Enforcement Assistant	\$3.32

The above salary guides, together with longevity, shall be in effect January 1, 2025.

SALARY RESOLUTION PAGE TWO

THE YEARLY SALARY GUIDE OF THE FOLLOWING BOROUGH EMPLOYEES SHALL BE AS STATED BELOW:

POSITION	SALARY
C2-W2 Operator	\$7,412.58
Municipal Judge	\$42,305.02
Tax Assessor	\$25,500.00
Building Subcode Official	\$12,195.90
Plumbing Subcode Official	\$9,557.15
Electrical Subcode Official	\$9,557.15
Fire Subcode Official	\$9,557.15
Zoning Official	\$5,356.13
Construction Code Official	\$28,923.08
Municipal Prosecutor	\$23,837.44

The above salary guides shall be in effect January 1, 2025.

THE SALARIES OF THE FOLLOWING BOROUGH EMPLOYEES SHALL BE PAID AS STATED BELOW:

POSITION		
Planning Board Secretary	Per Month	\$345.29
Tourism Secretary	Per Month	\$145.74
Public Defender	Per Court Date	\$332.62

The above salary guides shall be in effect January 1, 2025.

SALARY RESOLUTION PAGE THREE

THE SALARIES OF THE FOLLOWING BOROUGH EMPLOYEES PAID ON AN HOURLY BASIS EFFECTIVE JANUARY 1, 2025, AS STATED BELOW:

POSITION	HOURLY AMOUNT
Administrative Casual Employee	\$22.00
Casual Employee	\$19.28
Summer Seasonal	\$17.50

The above casual hourly rate shall be effective upon passage of this Resolution.

A copy of this Resolution shall be on file in the Municipal Clerk's office.

Dated: February 4, 2025

Kevin G. Higgins
Mayor

Douglas Witte
Council President

Certification

I hereby certify that the foregoing Resolution to be a true and exact copy of the Resolution adopted by the Lake Como Borough Council at its meeting held on February 4, 2025.

Amy L. Boney, RMC
Borough Clerk

Resolution 2025 - 44

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:

<u>CURRENT ACCOUNT:</u>	
Per Attached Bill List	\$ 38,952.21
<u>WATER/SEWER ACCOUNT:</u>	
Per Attached Bill List	\$ 26,580.33
<u>GENERAL CAPITAL FUND:</u>	
Per Attached Bill List	\$ 316.00
<u>GRANT FUND ACCOUNT:</u>	
Per Attached Bill List	\$ 20,688.43
<u>ACH WIRE PAYMENTS:</u>	
Per Attached Bill List	\$ 81,848.88
TOTAL:	\$ 168,385.85

Dated: February 4, 2025

Kevin G. Higgins
Mayor

Douglas Witte
Council President

Certification

I hereby certify that the foregoing Resolution to be a true and exact copy of the Resolution adopted by the Lake Como Borough Council at its meeting held on February 4, 2025.

Amy L. Boney
Borough Clerk

2-4-25 BILL LIST

PURCHASE ORDER LIST:

Vendor Name	Description	Amount
AMCO SERVICES GROUP, INC.	MONTHLY PEST CONTROL JANUARY	110.00
THE COAST STAR	LEGALS AND AFFIDAVITS 1/23/25	289.92
OPTIMUM	CABLE WIFI PHONE JAN-FEB BORO	597.09
OPTIMUM	CABLE WIFI PHONE JAN-FEB DPW	263.10
OPTIMUM	CABLE WIFI PHONE JAN-FEB PARK	147.94
CME ASSOCIATES	17TH AVE PHASE III	158.00
CME ASSOCIATES	17TH AVE PHASE IV	79.00
CME ASSOCIATES	MARGERUM AVE PHASE I	79.00
DELISA WASTE SERVICES	TIPPING FEES JAN 1-15,2025	3,123.89
DELISA WASTE SERVICES	MONTHLY RECYCLING SERVICE FEB	5,166.67
DELISA WASTE SERVICES	MONTHLY TRASH SERVICE FEB	9,833.33
JCP&L	STREET LIGHTING DEC-JAN	2,630.68
JCP&L	STREET LIGHTING DEC-JAN	11.08
JCP&L	18TH LIGHT DEC-JAN	33.44
JCP&L	ELECTRIC SERVICE BORO	1,242.73
JCP&L	ELECTRIC SERVICE DPW	205.78
JCP&L	ELECTRIC SERVICE GAZEBO	8.89
JCP&L	ELECTRIC SERVICE NEW BEDFORD	9.13
JCP&L	ELECTRIC SERVICE 22ND MAIN	53.68
JCP&L	ELECTRIC SERVICE 22ND B15L2	4.72
JEANNETTE JIMENEZ	CLEANING SERVICE DECEMBER 2024	392.00
LEW ENVIRONMENTAL SERVICES LLC	MAILERS TO LANDLORDS	49.50
MAC MANAGEMENT PROPERTIES, LLC	STREET OPENING REFUND	600.00
MONMOUTH COUNTY SPCA	ANIMAL CONTROL SERVICE DEC 24	200.00
NJ NATURAL GAS CO	GAS SERVICE 12/11-1/14 BORO	753.81
NJ NATURAL GAS CO	GAS SERVICE 12/11-1/14 DPW	293.70
NEW JERSEY WATER ASSOCIATION	SYSTEM MEMBERSHIP DUES 2025	480.00
Quill LLC	COPY PAPER AND MISC SUPPLIES	174.44
Quill LLC	6 PINK BINDERS	60.99
SANTANDER BANK, NA	LEASE PMNT FOR FORD F550 2025	12,695.70
RIO SUPPLY, INC D/B/A SLC MET	WATER METERS R900i	17,184.00
RIO SUPPLY, INC D/B/A SLC MET	WATER METERS R900i Pit	3,402.00
RIO SUPPLY, INC D/B/A SLC MET	WATER METERS R900i Pit	102.43
RIO SUPPLY, INC D/B/A SLC MET	WATER METERS R900i Pit	1,031.57
MARK WOSZCZAK	EMERGENCY WATER BREAK 720 22ND	10,898.30
MARK WOSZCZAK	2ND EMERGENCY BREAK 720 22ND	6,104.38
MARK WOSZCZAK	WATER MAIN BREAK 504 18TH AVE	8,066.08
PURCHASE ORDER TOTAL:		86,536.97

ACH PAYMENT LIST:

1-29-25 PAYROLL	42,882.88
USDA I LOAN	38,966.00

ACH PAYMENT TOTAL:	81,848.88
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GRAND TOTAL:	168,385.85
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Resolution 2025 - 45

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

\$ 1047.51

Dated: February 4, 2025

Kevin G. Higgins
Mayor

Douglas Witte
Council President

Certification

I hereby certify that the foregoing Resolution to be a true and exact copy of the Resolution adopted by the Lake Como Borough Council at its meeting held on February 4, 2025.

Amy L. Boney
Borough Clerk

RESOLUTION 2025-47
GOVERNING BODY CERTIFICATION OF THE ANNUAL AUDIT

WHEREAS, N.J.S.A. 40A: 5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transactions, and

WHEREAS, the Annual Report of Audit for the year 2023 has been filed by a Registered Municipal Accountant with the Municipal Clerk pursuant to N.J.S.A. 40A: 5-6, and a copy has been received by each member of the governing body; and

WHEREAS, R.S. 52:27BB-34 authorizes the Local Finance Board of the State of New Jersey to prescribe reports pertaining to the local fiscal affairs; and

WHEREAS, the Local Finance Board has promulgated N.J.A.C. 5:30-6.5, a regulation requiring that the governing body of each municipality shall, by resolution, certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed, as a minimum, the sections of the annual audit entitled "Comments and Recommendations; and

WHEREAS, the members of the governing body have personally reviewed, as a minimum, the Annual Report of Audit, and specifically the sections of the Annual Audit entitled "Comments and Recommendations, as evidenced by the group affidavit form of the governing body attached hereto; and

WHEREAS, such resolution of certification shall be adopted by the Governing Body no later than forty-five days after the receipt of the annual audit, pursuant to N.J.A.C. 5:30-6.5; and

WHEREAS, all members of the governing body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board; and

WHEREAS, failure to comply with the regulations of the Local Finance Board of the State of New Jersey may subject the members of the local governing body to the penalty provisions of R.S. 52:27BB-52, to wit:

R.S. 52:27BB-52: A local officer or member of a local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the director (Director of Local Government Services), under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars (\$1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his office.

NOW, THEREFORE BE IT RESOLVED, That the Mayor and Council of the Borough of Lake Como, hereby states that it has complied with N.J.A.C. 5:30-6.5 and does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

Dated: 2/4/2025

Kevin G. Higgins, Mayor

Douglas Witte, Council President

I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING HELD ON FEBRUARY 4, 2025.

Amy L. Boney, RMC



Borough of Lake Como

1740 Main Street • Lake Como, New Jersey 07719

(732) 681-3232 • FAX (732) 681-8981

Kevin G. Higgins
Mayor

Andrew Huisman
Administrator

STATE OF NEW JERSEY COUNTY OF MONMOUTH

We, members of the governing body of the Borough of Lake Como, County of Monmouth, being duly sworn according to law, upon our oath depose and say:

1. We are duly elected members of the Committee of the Borough of Lake Como, County of Monmouth;
2. In the performance of our duties, and pursuant to N.J.A.C. 5:30-6.5, we have familiarized ourselves with the contents of the Annual Municipal Audit filed with the Clerk pursuant to N.J.S.A. 40A:5-6 for the year 2023;
3. We certify that we have personally reviewed and are familiar with, as a minimum, the sections of the Annual Report of Audit entitled "Comments and Recommendations."

(L.S.) _____	(L.S.) _____
(L.S.) _____	(L.S.) _____
(L.S.) _____	(L.S.) _____
(L.S.) _____	

Clerk

Sworn to and subscribed before me this
_____ Day of _____

Notary Public of New Jersey

The Municipal Clerk shall set forth the reason for the absence of signature of any members of the governing body.

IMPORTANT: This certificate must be sent to the Bureau of Financial Regulation and Assistance, Division of Local Government Services, P.O. Box 803, Trenton, New Jersey 08625.

SYNOPSIS OF 2023 AUDIT REPORT
BOROUGH OF LAKE COMO, COUNTY OF MONMOUTH
AS REQUIRED BY N.J.S.A. 40A:5-7

RECOMMENDATIONS

Finding 2023-001

That the Borough liquidates all interfund balances prior to year-end or subsequently liquidated on a timely basis in the following year, where practicable.

Finding 2023-002

That the Borough enhances internal control procedures to fund expenditures without appropriation by ordinance in the budget of the subsequent year within the water/sewer utility capital fund.

Finding 2023-003

That the Borough enhances internal control procedures to ensure that construction code permit fees be charged in accordance with the most recently adopted fee ordinance.

The above Synopsis was prepared from the report of audit of the Borough of Lake Como, County of Monmouth, State of New Jersey for the calendar year 2023. This report of audit, submitted by Robert S. Oliwa, Registered Municipal Accountant, is on file at the Borough Clerk's office and may be inspected by any interested person.

Borough Clerk

RESOLUTION 2025-48
A RESOLUTION INDICATING CORRECTIVE ACTION PLAN/STATUS
REGARDING THE 2023 MUNICIPAL AUDIT REPORT

BE IT RESOLVED by the Mayor and Borough Council of the Borough of Lake Como that the attached corrective action plan/status developed to address the recommendations as noted in the 2023 Audit Report is hereby adopted.

BE IT FURTHER RESOLVED that the Borough Clerk be and is hereby directed to file said resolution with the Director of the Division of Local Finance.

Dated: February 4, 2025

Kevin G. Higgins
Mayor

Douglas Witte
Council President

Certification

I hereby certify that the foregoing Resolution to be a true and exact copy of the Resolution adopted by the Lake Como Borough Council at its meeting held on February 4, 2025.

Amy L. Boney, RMC
Borough Clerk



Borough of Lake Como

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

Kevin G. Higgins
Mayor

Andrew Huisman
Administrator

Borough of Lake Como Corrective Action Plan

Name of Municipality: Borough of Lake Como
Type of Audit: Annual Audit for Year End 12/31/2023
Date of Municipal Meeting: February 4, 2025
Contact Person: Samantha Waters
Telephone Number: 732-681-4965

Recommendation Number	Corrective Action Approved by Governing Body	Person Responsible for Implementation	Completion Date of Implementation
2023-001	The Borough has liquidated all interfund balances where funds are available and will continue to do so.	Finance Officer	12/31/2024
2023-002	The Borough will fund these water/sewer capital expenses in future years beginning with the 2025 budget.	Finance Officer	04/01/2025
2023-003	The Borough has corrected the construction code fee structure in accordance with recently adopted ordinances.	Finance Officer	02/01/2024

Chief Financial Officer

Date

Mayor

Date

RESOLUTION 2025 50
RESOLUTION OF THE BOROUGH OF LAKE COMO COUNCIL
EXECUTIVE SESSIONS

PULLED

WHEREAS, the Borough Council of the Borough of Lake Como must discuss matters which are not appropriate for discussion in a public meeting; and

WHEREAS, these subjects are within the exceptions to the Open Public Meetings Act and are permitted to be discussed in Closed Session pursuant to N.J.S.A. 10:4-12b; and

WHEREAS, the Borough Council intends to discuss matters as follows:

- Pursuant to N.J.S.A. 10:4-12b(1), "any matter which, by provision of federal law or State statute or rule of court shall be rendered confidential or excluded from the provisions of subsection a." of N.J.S.A. 10:4-12, public meetings. The nature of the matter, described as specifically as possible without undermining the need for confidentiality, is:
- Pursuant to N.J.S.A. 10:4-12b(2), "any matter in which the release of information would impair a right to receive funds from the Government of the United States". The nature of the matter, described as specifically as possible without undermining the need for confidentiality, is:
- Pursuant to N.J.S.A. 10:4-12b(3), "any material the disclosure of which constitutes an unwarranted invasion of individual privacy such as records, data, reports, recommendations, or other personal material of any educational, training, social service, medical, health, custodial, child protection, rehabilitation, legal defense, welfare, housing, relocation, insurance and similar program or institution operated by a public body pertaining to any specific individual admitted to or served by such institution or program, including but not limited to information relative to the individual's personal and family circumstances, and any material pertaining to admission, discharge, treatment, progress or condition of any individual, unless the individual concerned (or, in the case of a minor or incompetent, his guardian) shall request in writing that the same be disclosed publicly." The nature of the matter, described as specifically as possible without undermining the need for confidentiality, is:
- Pursuant to N.J.S.A. 10:4-12b(4), "any collective bargaining agreement, or the terms and conditions which are proposed for inclusion in any collective bargaining agreement, including the negotiation of the terms and conditions thereof with employees or representatives of employees of the public body." The collective bargaining contract(s) discussed are between the Commission and:
- Pursuant to N.J.S.A. 10:4-12b(5), "any matter involving the purchase, lease or acquisition of real property with public funds, the setting of banking rates or investment of public funds, where it could adversely affect the public interest if discussion of such matter were disclosed." The nature of the matter, described as specifically as possible without undermining the need for confidentiality, is:
- Pursuant to N.J.S.A. 10:4-12b(6), "any tactics and techniques utilized in protecting the safety and property of the public, provided that their disclosure could impair such protection. Any investigations of violations or possible violations of the law." The nature of the matter, described as specifically as possible without undermining the need for confidentiality, is:

- Pursuant to N.J.S.A. 10:4-12b(7), "any pending or anticipated litigation or contract negotiation other than in subsection b. (4)" of N.J.S.A. 10:4-12 "in which the public body is or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer." The nature of the matter, described as specifically as possible without undermining the need for confidentiality, is: legal advice and attorney-client privilege

- Pursuant to N.J.S.A. 10:4-12b(8), "any matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance of, promotion or discipline of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting." The nature of the matter, described as specifically as possible without undermining the need for confidentiality, is: personnel matters

- Pursuant to N.J.S.A. 10:4-12b(9), "any deliberation of a public body occurring after a public hearing that may result in the imposition of a specific civil penalty upon the responding party or the suspension or loss of a license or permit belonging to the responding party as a result of an act or omission for which the responding party bears responsibility." The nature of the matter, described as specifically as possible without undermining the need for confidentiality, is:

WHEREAS, the length of the Closed Session is estimated to be **30 minutes** after which the public meeting of the Borough Council shall reconvene, and action may be taken.

NOW, THEREFORE, BE IT RESOLVED that the Borough Council will recess into Closed Session for only the aforesaid subject(s); and

BE IT FURTHER RESOLVED that the Borough Council hereby declares that its discussion of the aforesaid subject(s) will be made public at a time when the public's interest in disclosure is greater than any privacy or governmental interest being protected from disclosure in accordance with the Open Public Meetings Act.

Dated: February 4, 2025

Kevin G. Higgins, Mayor

Douglas Witte, Council President

CERTIFICATION

I hereby certify the foregoing Resolution to be a true and exact copy of a Resolution adopted by the Borough of Lake Como Council at its meeting held on February 4, 2025.

Amy Boney, RMC
Borough Clerk