



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

**DATE: APRIL 1, 2025  
7:30 PM WORKSHOP**

**DISCUSSION ITEMS**

- Proposed Ordinance Regarding Electric and Motorized Bicycles

**PUBLIC COMMENTS ON WORKSHOP ITEMS**

**ORDINANCE NO. 2025-06**

**ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 19, TRAFFIC, OF THE REVISED GENERAL ORDINANCES OF THE BOROUGH OF BELMAR, COUNTY OF MONMOUTH, STATE OF NEW JERSEY, AND, SPECIFICALLY, ADDING SECTION 54, LOW-SPEED ELECTRIC BICYCLES AND OTHER MEANS OF MOTORIZED CONVEYANCES**

**WHEREAS**, the Borough Council of the Borough of Belmar has caused its ordinances of a general and permanent nature to be compiled and revised and embodied in a revision and codification known as "The Revised General Ordinances of the Borough of Belmar, 1994"; and,

**WHEREAS**, pursuant to N.J.S.A. 40:69A-120, all legislative power of the Borough shall be exercised by the Borough Council except as may be otherwise provided by general law; and,

**WHEREAS**, the Borough of Belmar has been subject to a proliferation of various and unregulated modes of motorized conveyance vehicles in the town, many of which are not addressed or regulated under the New Jersey Motor Vehicle and Traffic Regulations, N.J.S.A. 39:1-1 et seq.; and,

**WHEREAS**, the Borough Council of the Borough of Belmar finds that it is in the best interest of the residents of the Borough of Belmar to amend Chapter 19 to add Section 54 to address and regulate such vehicles;

**NOW, THEREFORE, BE IT ORDAINED BY THE BOROUGH COUNCIL OF THE BOROUGH OF BELMAR IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY, AS FOLLOWS:**

**SECTION I.** That Borough Ordinances Chapter 19, shall be amended as follows:

**Section 19-54.1 Definitions.**

**LOW-SPEED ELECTRIC BICYCLE (LSEB)**

A two- or three-wheeled vehicle with fully operable pedals and an electric motor of less than 750 watts, that meets the requirements of one of the following classifications: "class 1 low-speed electric bicycle" which means a low-speed electric bicycle equipped with a motor that provides assistance only when the rider is pedaling, and that ceases to provide assistance when the bicycle reaches the speed of 20 miles per hour; or "class 2 low-speed electric bicycle" which means a low-speed electric bicycle equipped with a motor that may be used exclusively to propel the bicycle, and that is not capable of providing assistance when the bicycle reaches the speed of 20 miles per hour. "Low-speed electric scooter" means a scooter with a floorboard that can be stood upon by the operator, with handlebars, and an electric motor that is capable of propelling the device with or without human propulsion at a maximum speed of less than 19 miles per hour.

**PUBLIC SAFETY VEHICLE**

Any vehicle being operated for or on behalf of the municipality so as to provide police, fire, medical, security, code enforcement or other services for the municipality.

**Section 19-54.2 Prohibited Vehicles and Means of Conveyance.**

The operation of any motorized vehicle or means of conveyance including but not limited to any motorized bicycle, tricycle, scooter, skateboard, ball or single wheel apparatus shall be prohibited on the streets, sidewalks, boardwalk, paths and public properties located in the Borough of Belmar except as provided herein or as specifically permitted under Title 39 of the Statutes of the State of New Jersey, N.J.S.A. 39:1:1 et seq. Nothing herein shall be deemed to apply to any public safety vehicle.

**Section 19-54.3 Rules and Regulations.** The operation of a Low Speed Electronic Bicycle (LSEB) shall be permitted in the Borough of Belmar subject to the following rules and regulations:

a. Observance of traffic controls. All persons operating an LSEB in the Borough of Belmar shall be subject to all of the duties applicable to the driver of a vehicle by chapter four of Title 39 of the Revised Statutes and all supplements thereto including the obligation to obey the instructions of official traffic control signals, signs and other control devices applicable to motor vehicles, unless otherwise directed by a police officer.

b. Helmet. Persons are not permitted to operate or ride upon an LSEB unless they wear a protective helmet. Any helmet shall be of a type acceptable for use pursuant to N.J.S.A. 39:4-10.1

c. Passengers. No LSEB shall be used to carry more persons at one time than the number for which it is designed and equipped.

d. Lights and reflectors.

1. All LSEB shall be equipped with a working front headlight, a working rear taillight and a red reflector mounted on the rear of the bicycle.
2. The front headlamp, at minimum, shall emit a white light visible from a distance of at least 500 feet to the front; and the rear taillight, at a minimum, shall emit a red light visible from a distance of at least 500 feet to the rear.
3. No person shall operate or ride upon any LSEB during nighttime without having lighted headlights and lighted taillights.

e. Audible signal. An LSEB must be equipped with a bell or other audible device that can be heard at least 100 feet away. However, the LSEB shall not be equipped with a siren or whistle.

f. Hitching on vehicle prohibited. No person operating an LSEB shall attach themselves by any means to any automobile, truck, or any other form of motorized vehicle or form of conveyance. Nor shall the operator of the LSEB knowingly permit any person who is not a lawful passenger to attach themselves by any means to the LSEB or persons riding thereon.

g. Feet and hands on pedals and handlebars. All operators of an LSEB shall keep their feet on the pedals and both hands on the handlebars at all times. It shall be prohibited to practice or perform any trick, stunts or fancy driving while operating an electric bicycle on public property including all public streets and roadways located in the Borough.

h. Operating regulations. Every person operating an LSEB on a roadway shall ride as near to the right side as practicable, exercising due care when passing a standing vehicle or one proceeding in the same direction. An operator of an LSEB may move left under any of the following conditions:

1. To make a left turn from a left turn lane or pocket;
2. To avoid debris, drains, or other hazardous conditions on the right;
3. To pass a slower moving vehicle;
4. To occupy any available lane when traveling at the same speed as other traffic.

i. Prohibited locations. No person shall ride an LSEB upon a sidewalk, boardwalk path, or other walkway; or upon any other public property not specifically designed for use by motor vehicles within the Borough of Belmar.

j. Carrying items. No person operating an LSEB shall carry any package, bundle or article which prevents the rider from keeping both hands upon the handlebars.

k. Parking. No person shall park an LSEB upon a street except where an appropriate rack or spots are provided. All LSEB, when parked on sidewalks, shall be parked only in such manner as not to obstruct or impede the normal movement of pedestrian or other traffic or access to adjacent buildings.

l. Speed. No person shall operate an LSEB at a speed in excess of 20 miles per hour except where necessary to do so for the safety of the operator or other members of the public.

m. Reckless or careless riding. No person shall ride an LSEB in a reckless or careless manner which endangers or is likely to endanger the safety or welfare of other persons or property.

**Section 19-53.4 Enforcement.**

Enforcement of this article shall be under the jurisdiction of the Belmar Police Department.

**Section 19-53.5 Penalties for Violation.**

Each person violating any provision of this section shall, upon first conviction, be liable to a penalty of \$50, and upon a second conviction or subsequent alleged offense shall be liable to a penalty of \$100. No court appearance shall be required for first, second or subsequent alleged offenses.

**SECTION II.** If any section, paragraph, subdivision, clause or provision of this Ordinance shall be adjudged invalid, such adjudication shall apply only to the section, paragraph, subdivision, clause or provision so adjudicated and the remainder of the Ordinance shall be deemed valid and effective.

**SECTION III.** All Ordinances or parts of ordinances inconsistent with or in conflict with the ordinance are hereby repealed to the extent of such inconsistency.

**SECTION IV.** This Ordinance shall take effect 20 days after final passage, adoption and publication according to law.

**BOROUGH OF MANASQUAN  
ORDINANCE NO. 2409-23**

**ORDINANCE AMENDING CHAPTER 3 (POLICE REGULATIONS) SECTION 3-17 (MOTOR VEHICLES EXCLUDED CERTAIN AREAS) SECTION 3-17.3 (EXCEPTIONS) AND CREATING A NEW SECTION 3-17.2 (REGULATING MOTORIZED BICYCLES) IN THE BOROUGH OF MANASQUAN, COUNTY OF MONMOUTH, STATE OF NEW JERSEY.**

**WHEREAS**, pursuant to the Revised General Ordinance of the Borough of Manasquan Code Chapter 3 refers to Police Regulations within the Borough of Manasquan;

**WHEREAS**, the Manasquan Borough Council of the Borough of Manasquan is desirous of amending Section 3-17, Section 3-17.3 and Creating a new section 3-17.2, to regulate motorized bicycles; and

**NOW THEREFORE BE IT ORDAINED AS FOLLOWS:**

**Section 1:** Section 3-17 Motor Vehicles Excluded Certain Area is hereby amended as follows:

3-17 Motor Vehicles and Motorized Bicycles Excluded Certain Areas

**Section 2:** Section 3-17.2 Exceptions of the Borough of Manasquan Code is hereby amended as follows:

It shall be unlawful for any person to operate any motorized bicycle upon any public property in the Borough, including but not limited to sidewalks, beach walk, school grounds, recreation areas, and the bicycle path over the former Freehold Jamesburg Agricultural Railroad between the western Line of North Main Street and the western boundary line of the Borough of Manasquan.

A. Prohibited

1. Any motorized bicycle with an electric motor greater than 750 watts is not to be considered a "low-speed" motorized bicycle ("LSMB") and shall be effectively prohibited from operation in the Borough of Manasquan, unless such vehicle is specifically authorized by the New Jersey Motor Vehicle Code, and is properly registered and insured, and operated by a licensed operator.

B. Motorized Bicycle Rules and Regulations

1. Rights and duties of persons on low-speed motorized bicycle: Every person riding a LSMB upon a roadway shall obey the instructions of official traffic control signals, signs and other control devices applicable to vehicles, unless otherwise directed by a police officer.
2. Helmet: Persons are not permitted to operate a LSMB unless they wear a protective helmet.
3. Passengers: It shall be prohibited for a person operating a LSMB to allow another person to ride as a passenger, unless the person is carried in a proper bike seat, trailer or other accessory that complies with current regulations and contains adequate provision for retaining the passenger in place and for protecting the passenger. The Passenger shall also be required to wear a properly fitted and fastened helmet pursuant to N.J.S.A. 39:4-10.1.
4. Lights and Reflectors: When in use during the nighttime, every LSMB shall be equipped with:

- a. A front headlamp emitting a white light visible from a distance of at least 500 feet to the front;
  - b. A rear lamp emitting a red light visible from a distance of at least 500 feet to the rear;
  - c. In addition to the red lamp, a red reflector shall be mounted on the rear.
5. Audible Signal: A LSMB must be equipped with a bell or other audible device that can be heard at least 100 feet away. However, the LSMB shall not be equipped with a siren or whistle.
6. Hitching on Vehicle Prohibited: No person operating a LSMB shall attach themselves to any streetcar or vehicle. Nor shall the operator of the LSMB knowingly permit any passenger to do the same.
7. Feet and Hands on Pedals and Handlebars: All operators of a LSMB shall keep their feet on the pedals and both hands on the handlebars at all times. It shall be prohibited to practice or perform any trick or fancy driving.
8. Operating Regulations: Every person operating a LSMB on a roadway shall ride as near to the right-side as practicable, exercising due care when passing a standing vehicle or one proceeding in the same direction. An operator of a LSMB may move left under any of the following conditions:
  - a. To make a left turn from a left turn lane or pocket;
  - b. To avoid debris, drains, or other hazardous conditions on the right;
  - c. To pass a slower moving vehicle;
  - d. To occupy any available lane when traveling at the same speed as other traffic.
9. Prohibited Locations: No person over the age of 14 shall ride a LSMB upon a sidewalk within the Borough of Manasquan, nor in any location where it is prohibited by sign.
10. Carrying Items: No person operating a LSMB shall carry any package, bundle or article which prevents the rider from keeping both hands upon the handlebars.
11. Parking: No person shall park a LSMB upon a street except where an appropriate rack or spots are provided. All LSMB, when parked on sidewalks, shall be parked only in such a manner as to not obstruct or impede the normal movement of pedestrian or other traffic of access to adjacent buildings.
12. Speed: No person shall operate a LSMB at speeds faster than are reasonable or proper, which in no case shall be in excess of legal speed limits, unless participating in an officially sponsored or sanctioned rally or road race. In no event shall speed of operation exceed 20 miles per hour.
13. Reckless or careless riding: No person shall ride a LSMB in a reckless or careless manner which endangers or is likely to endanger the safety or welfare of other persons or property.
- C. Enforcement. The Police Department is hereby authorized to promulgate, with the approval of the Borough Council, such further rules and regulations concerning registration, operation, equipment and safety of LSMB as deemed necessary from time to time.
  - a. Shall ensure that any employee, agent, or contractor, while utilizing LSMB for hire by, for or on behalf of such person or business, shall wear a reflective vest, and have affixed a tag, license, decal or marking affixed to LSMB clearly identifying such LSMB as being operated for hire buy, for or on behalf of such person or business.

2. For the purposes of this section, to "hire" includes persons or businesses whose employees or agents utilize LSMB to deliver their messages, parcels, food and/or other merchandise or good during the time such LSMB are being used for such purpose, whether or not such LSMB are owned, leased or rented by the person or business.
  3. A person's or businesses' failure to comply with this section shall be considered a violation of this section.
  4. Any violation of this section by an operator of a LSMB while in the hire of a person or business shall be considered a separate violation of this section by such person or business.
- D. Penalties for violation. Each person violating any provision of this section shall, upon first conviction, be liable to a penalty of \$50, and upon a second conviction or subsequent alleged offense shall be liable to a penalty of \$100. No court appearance shall be required for a first, second or subsequent alleged offenses.

**Section 3:** Section 3-17.3 is hereby created as follows:

3-17.3 Exceptions.

This section shall not apply to police and emergency vehicles.

**Section 4:** Construction and effective date

- (a) Should any section or provision of this ordinance be held invalid in any proceedings, the same shall not affect any other section or provision of this ordinance, except insofar as the section or provisions so held invalid shall be inseparable from the remainder of any such section or provision.
- (b) Any and all Ordinances or parts of Ordinances of the Borough of Manasquan Code inconsistent with this Ordinance herewith are hereby repealed.
- (c) This ordinance shall become effective following its final passage and publication according to the law.

**NOTICE**

**PUBLIC NOTICE IS HEREBY GIVEN** that Ordinance No. 2409-23 was introduced at a meeting of the Mayor and Council of the Borough of Manasquan on the September 5, 2023, and was then read for the first time. The said Ordinance will be further considered for final passage by the Mayor and Council at Borough Hall, 201 East Main Street, Manasquan, NJ 08736 at 7:00 p.m. on September 18, 2023. At such time and place, or at any such time or place to which said meeting may be adjourned, all interested persons will be given an opportunity to be heard concerning said ordinance. A copy of this ordinance can be obtained without cost by any member of the general public at the office of the Municipal Clerk in Borough Hall between the hours of 9:00 a.m. and 4:00 p.m. on Monday through Friday, except on legal holidays.

  
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**Barbara Ilaria, RMC, CMC**  
**Municipal Clerk**

Mark G. Kitrick, Esquire  
Municipal Attorney  
2329 Highway 34, Suite 104  
Manasquan, NJ 08736

Passed on First Reading and Introduction: September 5, 2023  
Approved on Second Reading and Final Hearing: September 18, 2023

  
\_\_\_\_\_  
Edward Donovan  
Mayor



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

**DATE: APRIL 1, 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](http://www.lakecomonj.org) and on the bulletin board in Borough Hall. All meetings are open to the public.

**ROLL CALL**

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

**APPROVAL OF MINUTES**

- Minutes from the March 18, 2025 Meeting

**COMMUNICATIONS**

**REPORTS OF COMMITTEES**

**UNFINISHED BUSINESS**

**PUBLIC COMMENTS ON NEW BUSINESS**

## **CONSENT AGENDA**

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

## **NEW BUSINESS**

Ordinance 2025-2

Second Reading and Public Hearing

Amending Chapter 3-18 – Park Regulations

Offered by Councilwoman Scull

Ordinance 2025-3

Second Reading and Public Hearing

Amending Chapter 7-35.2

Offered by Councilman D'Antuono

Ordinance 2025-4

First Reading and Introduction

Establishing Procedures and Standards Regarding Deployment of Small Wireless Facilities in Public Rights-Of-Way in the Borough of Lake Como

Offered by Councilman Ventrice

Ordinance 2025-5

First Reading and Introduction

CAP Rate Ordinance

Offered by Councilman Witte

Resolution 2025-61

Payment of Bills

Offered by Councilman Witte

Resolution 2025-62

Payment of NJNG Bill

Offered by Councilwoman Albala-Doyle

Resolution 2025-63

Executive Session

Offered by Councilman Ventrice

## **PUBLIC COMMENTS**

## **NEXT MEETING**

The next regular meeting of the Mayor and Council will be held on Tuesday, April 15, 2025, at 7:30 PM in the Lake Como Meeting Room. All meetings are open to the public.

## **MOTION TO ADJOURN**

## **ORDINANCE 2025-2**

### **AMENDING CHAPTER 3-18 PARK REGULATIONS OF THE BOROUGH ORDINANCES**

Be it Ordained by the Mayor and Council of the Borough of Lake Como that Chapter 3-18 of the Borough Ordinances be amended as follows:

#### **3-18. PARK REGULATIONS.**

##### **3-18.1. Night Use of Lake Como Recreational Park Restricted.**

No persons shall be permitted to enter, remain, use, or occupy the Lake Como Recreational Park, also known as Behrman Park, which is bordered on the west by the New Jersey Transit Railroad tracks; on the north by 18th Avenue, on the east by the private property located on Margerum Avenue; and on the south by 22nd Avenue and the Spring Lake border, from sunset until sunrise, unless the person has the express written approval of the Mayor and Council, Recreation Director and the Chief of Police.

##### **3-18.2. Rules and Regulations; Permits.**

- a. Little League Baseball Field. The Little League Baseball Field located at the south end of the park is available on a first come first served basis, through the permit application process. Applications must be obtained and approved prior to any use of the Little League Baseball field. Applicable fees must be paid, and proof of valid insurance must be provided to the Recreation Director at Borough Hall at the time the application is submitted. At the discretion of the Recreation Director, any Borough sponsored recreation program will take scheduling priority over any outside program.
- b. Soccer Field. The soccer field shall be held for the use of the Avon, Belmar and Lake Como Soccer League said league being open to Borough children between the ages of four to 18 which shall file with the Recreation Director for the times and dates of their league soccer games and the practices as soon as possible for the ensuing year, which times and dates shall be set aside exclusively for their use; and
- c. Permit Requirements. The application request for the permit shall be submitted at least 48 hours prior to the time and date requested during normal working hours of 9:00 a.m. to 4:00 p.m., Monday through Friday. A calendar shall be kept by the Recreation Director setting forth the times and dates for which permits have been issued. It is understood that the use of the fields and park shall be subject to weather conditions within the sole discretion of the Recreation Director, the use of the park may be cancelled due to inclement weather or any other unforeseen circumstances.
- d. Number of Persons Limited. Use of the Borough Park is prohibited by any group of 10 or more persons, unless the above noted permit has been applied for and received.
- e. Restriction on Use of Spikes. Use of metal spikes is prohibited in any area of Behrman Park.
- f. Hours of Use. The hours of the park shall be from 8:00 a.m. until 9:00 p.m. it being understood that any game in progress may continue after 9:00 p.m. to its normal conclusion. All other use of the park prior to 8:00 a.m. and after 9:00 p.m. shall be prohibited.

**3-18.3. Fees.**

	<b>Lake Como &amp; Belmar Schools, Lake Como Residents</b>	<b>Lake Como Businesses, Non-Residents, Non-Resident School, Non-Resident Not for Profits</b>	<b>Non-Resident Businesses and Organizations, For Profit Organizations &amp; Commercial Entities</b>	<b>Non- Resident Travel Teams</b>
Little League Field	No fee	\$40 per hour	\$50 per hour	\$2,000 per season

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

SO ORDAINED as aforesaid.

Adopted on First Reading  
Dated: March 18, 2025

\_\_\_\_\_  
Amy L. Boney. RMC  
Borough Clerk

Adopted on Second Reading  
Dated: \_\_\_\_\_

\_\_\_\_\_  
Amy L. Boney  
Acting Borough Clerk

Approval by the Mayor on This \_\_\_\_ Day Of \_\_\_\_\_, 2025

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

**ORDINANCE 2025-3**

**AN ORDINANCE AMENDING CHAPTER 7-35.2 OF THE  
REVISED GENERAL ORDINANCES OF THE  
BOROUGH OF LAKE COMO**

**BE IT ORDAINED** by the Mayor and Council of the Borough of Lake Como that the following location shall be deleted from Chapter 7-35.2 Handicapped Parking on streets:

1820 Pine Terrace

This ordinance shall take effect when finally passed and published according to law.

SO ORDAINED as aforesaid.

Adopted on First Reading  
Dated: March 18, 2025

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Amy L. Boney, RMC  
Borough Clerk

Adopted on Second Reading  
Dated: \_\_\_\_\_

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Amy L. Boney  
Acting Borough Clerk

Approval by the Mayor on This \_\_\_\_ Day Of \_\_\_\_\_, 2025

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Kevin G. Higgins, Mayor

**BOROUGH OF LAKE COMO  
MONMOUTH COUNTY  
NEW JERSEY**

**ORDINANCE 2025-4**

**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 Borough of Lake Como is aware that the telecommunications industry is rapidly developing and there is a strong desire among telecommunications companies and facilities providers to deploy communications equipment supporting 5G personal wireless service, or Small Wireless Facilities, within the public right-of-way throughout the Borough; and

**WHEREAS**, Lake Como recognizes the need for a uniform and comprehensive set of regulations and standards for the siting, design, installation, operation and maintenance of 5G equipment and supporting infrastructure within public rights-of-way to preserve and protect public safety, community welfare, environmental and visual resources, and the aesthetic character of the Borough consistent with state and federal law;

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

**Section One. Definitions.**

***5G Support Pole*** means a structure located in the Public Right-of-Way, designed for the sole or primary purpose of supporting one or more Small Wireless Facilities.

***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 Borough or are otherwise applicable to the Borough.

***Application*** means a written request for a Siting Permit to locate a Communications Facility, Cabinet or 5G Support Structure within the Public Right-of-Way.

***Approving Authority*** means the Business Administrator.

***Cabinet*** A small box-like or rectangular structure used to facilitate personal wireless service.

***Collocate or Collocation*** means to install or mount a Communications Facility on an existing Support Structure or Support Pole already housing one or more Communications Facilities,

***Communications Facility*** means, collectively, the equipment at a fixed location or locations that enables communication between user equipment and a communications network, including: (i) radio transceivers, antennas, coaxial, fiber-optic or other cabling, power supply (including

battery backup) and comparable equipment; and (ii) all other equipment associated with any of the foregoing. A Communications Facility includes a Small Wireless Facility but does not include the Support Structure or Support Pole to which the equipment is attached.

**Existing Infrastructure** means traffic signal poles, utility poles, street lights, towers, buildings and other structures upon which Communications Facilities could be installed whether owned by the Borough or a third-party.

**Front Façade Area** means the area of the public right-of-way directly in front of any structure, identified by drawing a perpendicular line from each corner of the structure to the public right-of-way.

**Provider or Service Provider or Wireless Service Provider**

A person that owns and/or operates within the public Right-of-Way any communications facilities, wireless facilities, and/or 5G Support Poles.

**Public Right-of-Way.** The surface, airspace above the surface and area below or along the surface of any street, road, highway, lane, alley, boulevard or drive, including the sidewalk, shoulder and area for utilities held by the Borough as an easement or in fee simple ownership, or any other area that is determined by the Borough to be public Right-of-Way.

**Right-of-Way Use Fee** means a fee for the privilege of non-exclusive occupancy of the Public Right-of-Way

**Right of Way Agreement** means an agreement that sets forth the terms and conditions for siting Communications Facilities, including Small Wireless Facilities and/or Support Poles in the Public Right-of-Way.

**Siting Permit** means a written authorization from the Borough to install, at a specified location or locations, in the Public Right-of-Way, a Communications Facility and/or Support Pole.

**Small Wireless Facility** means antennas, equipment, cables, wires, conduits and other appurtenances attached to Support Structures or located within Cabinets used to transmit, receive, distribute and provide Personal Wireless Services and communication services and as further defined by the FCC.

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**Section Two. Use of Public Right-of-Way; Standards for Installations of Communications Facilities, Cabinets and 5G Support Structures in the Public Right-of-Way; Municipal Access**

The following standards apply to the installation of Communications Facilities, Cabinets and 5G Support Poles in the Public Right-of-Way.

1. **Preference for Collocation.** Collocation of Communications Facilities on Existing Support Structures or existing 5G Support Poles in the Public Right-of-Way is preferred over the

installation of new 5G Support Poles, such that if an Application proposes the installation of a new 5G Support Pole the Applicant must demonstrate to the reasonable satisfaction of the Approving Authority that no Existing Infrastructure can accommodate the Applicant's proposed Communication Facility from a technical feasibility standpoint. An Applicant shall submit information requested by the Approving Authority related to the availability of suitable Existing Infrastructure or alternative technology.

2. Height. No 5G Support Pole shall be taller than thirty-five (35) feet or one hundred and ten percent (110%) of the height of utility poles in the surrounding streetscape, whichever is shorter.

3. Location.

(i) No 5G Support Pole shall be permitted within five-hundred (500) feet of another 5G Support Pole unless it can be established by the Applicant that compliance would effectively prohibit the Applicant from providing service. Any claims of Applicants that compliance would effectively prohibit the Applicant from providing service must be demonstrated by the Applicant to the reasonable satisfaction of the Approving Authority.

(ii) No 5G Support Pole shall be located in the Front Facade Area of a residential structure, church or school.

(iii) No 5G Support Pole shall be farther than 18 inches from the curbline.

4. Appearance. All Communications Facilities, 5G Support Poles and Cabinets within the Public Right-of-Way shall be finished and or painted and otherwise camouflaged in conformance with best available stealth technology methods so as to blend in compatibly with its background and to minimize the visual impact on surrounding properties. The Applicant shall demonstrate that its proposed installation complies with this section to the satisfaction of the Approving Authority.

5. Prohibitions. No Communications Facility, 5G Support Pole or Cabinet within the Public Right-of-Way shall:

(i) obstruct, impede, or hinder the use of streets, sidewalks, alleyways and other public ways and spaces;

(ii) interfere with the activities and operations of facilities lawfully using the Public Right-of-Way;

(iii) obstruct sight triangles, traffic control systems or ADA infrastructure;

(iv) cause environmental damage, including damage to trees; or

(v) interfere with access to fire hydrants, fire stations, fire escapes, water valves, underground vaults, valve housing structures, or any other vital public health and safety facility.

6. Cabinet siting standards.

(a) Ground-level cabinets are prohibited in the municipal right-of-way in all residential zones in the Borough of Lake Como.

(b) Ground-level cabinets are permitted in all nonresidential zones, provided that such ground-level cabinet:

(i) is less than 28 cubic feet in volume;

(ii) is finished and/or painted so as to blend in compatibly with its background and so as to minimize its visual impact on surrounding properties;

(iii) Does not inhibit any existing sight triangles or sight distances; and

(iv) Allows adequate room for the public to pass and repass across, along and through the municipal right-of-way.

(c) Pole-mounted cabinets are permitted in all residential zones and nonresidential zones, provided that each pole-mounted cabinet:

(i) does not exceed 16 cubic feet;

(ii) is finished and/or painted and/or otherwise camouflaged, in conformance with the best available stealth technology methods, so as to blend in compatibly with its background and so as to minimize its visual impact on surrounding properties;

(iii) does not inhibit any sight triangles or sight distances; and

(iv) Allows adequate room so as not to impede the public's or municipality's use of the right-of-way.

7. Municipal Access. An Applicant whose Siting Permit includes the installation of any new 5G Support Pole shall provide the Borough with access to space within the 5G Support Pole 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 the Communications Facilities of any other users of that 5G Support 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

**Section Three. Siting Permit Required for Installation of Communications Facility, Cabinet and/or 5G Support Pole in Public Right-of-Way; Application Process; Fees and Escrow**

A. Siting Permit Required. No Person shall place a Communications Facility, Cabinet or 5G Support Pole in any Public Right-of-Way without first submitting a Siting Permit application,

in the form and procedures specified herein, with the Borough Clerk, and obtaining a Siting Permit therefor.

B. Application Process.

1. An application to install a Communications Facility, Cabinet and/or 5G Support Structure within the Public 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. The Borough Clerk shall provide copies of the application and all supporting documents that were submitted by the Applicant with the application to the Approving Authority.
2. The Application shall be notarized and shall contain the following:
  - a. The Applicant's name, address, telephone number and e-mail address;
  - b. 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, and authorization for the Borough to contact the Applicant's consultants;
  - c. A general description of the proposed Communications Facility, Cabinet and/or 5G Support Pole. 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 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;
  - d. Detailed construction drawings regarding the proposed facility, as required by the uniform construction code of the State of New Jersey, or as otherwise state and required under applicable Borough ordinances.
  - e. Demonstration of compliance with Radio Frequency ("RF") health and safety measures.
  - f. To the extent the proposed installation includes a 5G Support Pole, a structural report performed by a qualified licensed engineer evidencing that the 5G Support Pole will structurally support Collocation of three or more Communications Facilities and associated equipment.
  - g. The Applicant shall certify that they shall make available approved 5G Support Poles 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 5G Support Pole.

h. An Applicant may file a batched application for up to twenty-five (25) sites and receive a single Siting Permit therefor. Any denial of any individual site within a batched application will not impact the consideration of other sites within the same application

3. The Borough shall review the application for a Siting Permit for conformity with the provisions of this Ordinance, and shall expedite the review process to comply with the “shot clocks” set forth in the applicable FCC Order, as follows:

a. Within ten (10) days of receiving an Application, the Borough Clerk shall determine and notify the Applicant:

- (1) Whether the Application is complete;
- (2) If the Application is incomplete, what specific information is missing; and
- (3) Whether the proposed installation requires the Applicant to apply for other municipal permits, such as a street opening permit or construction permit.

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 Communications Facility and/or Cabinet upon Existing Infrastructure or 5G Support Pole.
- (2) Ninety (90) days from the submission of a complete application to install a Communications Facility and/or Cabinet upon one or more new 5G Support Poles.
- (3) Ninety (90) days from the submission of a complete batched application to install Communications Facilities and/or Cabinets upon both existing and new 5G Support Poles.

c. The timeframes described above by which an Application shall be either approved or denied may be extended by mutual consent of the Applicant and the Borough. Such consent on behalf of the Borough shall be exercised by the Borough Administrator, which shall not be unreasonably withheld.

4. Independent expert.

A. The Approving Authority is authorized to retain on behalf of the Borough any one or more independent, qualified professionals to review the application, including but not limited to the following matters:

- (i) The accuracy, adequacy, and completeness of submissions.
- (ii) Compliance with applicable radio frequency emission standards.

(iii) Whether any requested exception is necessary to avoid actual or effective prohibition of provision of wireless telecommunications services or use of the public right-of-way on a nondiscriminatory basis, which may include a determination as to whether the requested exception would close a significant gap in coverage and is the least intrusive means of doing so.

(iv) Technical demonstration of the unavailability of alternative sites, facility designs or configurations, and coverage analysis.

(v) The applicability, reliability, and sufficiency of analyses or methodologies used by the Applicant and the validity of conclusions reached or claims made by Applicant.

(vi) Any other application issue or element that requires expert or specialized knowledge.

5. The Borough Clerk shall notify the Applicant in writing of the final decision, and, if the Application is denied, the basis for denial.

6. 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. The Borough Clerk shall determine completeness of 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.

9. Application Fees. All Applications for Siting Permits shall be accompanied by a fee as follows:

(i) For one (1) to five (5) collocations on Existing Infrastructure or existing 5G Support Poles: Five Hundred Dollars (\$500.00)

(ii) Each additional collocation on Existing Infrastructure or existing 5G Support Pole: One Hundred Dollars (\$100.00).

(iii) New 5G Support Pole: One Thousand Dollars (\$1,000.00) for up to five (5) Communications Facilities with an additional \$100.00 for each Communications Facility beyond five (5).

10. Escrow Deposit. In addition to the application fee, all Siting Permit Applications shall be accompanied by the posting of escrow towards anticipated municipal expenses, including but not limited to engineer, legal or other municipal fees related to review of the Application as follows:

a. For Applications whose proposed installation(s) will not require a street opening permit: \$5,000.00.

b. For Applications whose proposed installation(s) will require a street opening permit: \$7,500.00.

The Applicant's deposit shall be deposited in an escrow account. If at any time such deposit contains insufficient funds to enable the Borough to conduct its review of the Application, the Engineer shall notify the Applicant of the insufficient balance and any required additional deposit. The Applicant shall make such additional deposit within ten (10) calendar days of notice.

Any unused balance of the escrow deposit remaining after the Application has been determined shall be refunded to the Applicant.

## 11. Decision on Siting Permit Application; Issuance

A. The Approving Authority shall not approve any application unless all of the following findings are made:

(i) The proposed installation complies with all applicable provisions of this Chapter;

(ii) The proposed installation has been designed and located to achieve compatibility with the surrounding streetscape to the maximum extent reasonably feasible;

(iii) The Applicant has submitted a statement of its willingness to allow other carriers to collocate on the proposed installation wherever technically and economically feasible and where collocation would not harm surrounding streetscape compatibility; and

(iv) The Applicant has demonstrated that the facility will not interfere with the use of the public right-of-way, existing subterranean infrastructure, or the Borough's use of such location and infrastructure.

B. If the Approving Authority rejects a right-of-way permit, it shall set forth the factual basis for such a rejection in writing.

C. An appeal from a final decision made by the Approving Authority shall be made to the Borough Council. If the Borough Council denies the Siting Permit Application, it shall do so in writing and set forth the factual basis for the denial.

D. Exceptions from or waivers of siting standards under this Chapter, including, but not limited to, exceptions from findings that would otherwise justify denial, may be granted by the Approving Authority or the Borough Council upon finding that:

(i) Denial of the facility as proposed would violate federal law, state law, or both; or

(ii) A provision of this chapter, as applied to an Applicant, would deprive the Applicant of its rights under federal law, state law, or both.

E. Upon approval of a Siting Permit application, the Siting Permit shall not be issued to any Applicant unless:

(i) All Siting Permit application fees and escrow fees, as established herein, have been paid; and

(ii) The Applicant has entered into a "Right-of-Way Use Agreement," for use of the Public Right-of-Way, the approved form of which is set forth in Appendix "A" to this ordinance, with the Borough. The terms of said Right-of-Way Use Agreement shall include:

- (a) Reasonable insurance requirements;
- (b) Designation of an individual as a point of contact available during business hours;
- (c) Imposed fines for unauthorized installations;
- (d) Requirements regarding the repair, maintenance and relocation of the equipment;
- (e) A reference to the siting standards set forth in this ordinance; and
- (f) Any other items which may reasonably be required.

(iii) The Applicant has, within thirty (30) days of the issuance of the Siting Permit and annually thereafter on the anniversary of the first payment, paid an Annual Right-of-Way Use Fee of \$270 per Communications Facility.

(iv) 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. No 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 installation. No construction may begin until all required permits and approvals have been received.

11. Siting Permit 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 been pursued to completion. Upon written request from the Applicant, the Business Administrator, 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.

12. Restoration of Public Right-of-Way. Restoration of Public Right-of-Way. A Provider receiving a Siting Permit shall restore, repair and replace any portion of the Public Right-of-Way that is damaged or disturbed by the installation. Said restoration, repair and replacement shall be done to the satisfaction of the Borough Engineer, who will determine good workmanship as well as compliance with applicable standards and ordinances regarding road opening and pavement and sidewalk repair. If the Provider fails to timely restore, replace or repair the Public Right-of-Way as required by this section, the Borough may do so and use escrow funds and/or assess the Applicant for the Borough's costs and expenses related thereto.

## **Section Five. Maintenance; Replacement; Removal**

A. A Siting Permit shall not be required for:

1. Routine maintenance of a Communications Facility, Cabinet or 5G Support Pole.
2. The replacement of a Communications Facility, Cabinet or 5G Support Pole with like equipment which is the same or smaller in size, weight and height to that being replaced, provided that on a location where the Borough and/or another provider has placed equipment or facilities, any replacement that is done shall not occur until written authorization from the Borough to proceed is provided, which authorization shall not be unreasonably withheld.

B. Removal; Relocation or Modification.

1. Notice. Within sixty (60) days following written notice from the Borough, the Provider shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any Communication Facility, Cabinet and/or 5G Support Pole whenever the Borough has determined that doing so is reasonably necessary for the construction, repair, maintenance or installation of any Borough improvement in or upon, or the operations of the Borough in or upon the Public Right-of-Way.

2. Emergency removal or relocation. The Borough retains the right and privilege to cut power to or move any Communications Facility, Cabinet and/or 5G Support Pole in the Public Right-of-Way, as determined by the Borough to be necessary in response to any public welfare emergency or safety emergency. The Borough shall not be responsible for any damage to equipment or expenses incurred as a result of an interruption of power due to a public welfare emergency or safety emergency.

3. Abandonment.

a. The Provider shall notify the Borough within sixty days (60) of the decision to abandon any Communications Facility, Cabinet and/or 5G Support Pole in the Public Right-of-Way. Following receipt of such notice, the Borough shall direct the Provider to remove all or a portion thereof as the Borough determines to be necessary and appropriate. If the Provider fails to remove the equipment within sixty (60) days after such notice, the Borough may do so and recover the costs thereof from the Provider.

b. Any Communications Facility, Cabinet and/or 5G Support Pole not used for its intended purpose for a period of one (1) year shall be considered abandoned. The Borough Engineer may direct the Provider to remove the abandoned equipment in accordance with subsection (a) above.

**Section Six. Violations and Penalties.**

Any person who violates any of the provisions of this article shall, upon conviction, be subject to the penalties set forth in Chapter 1, Section 1-5, General Penalty, of the Borough Code.

**SO ORDAINED** as aforesaid.

Adopted on First Reading  
Dated: April 1, 2025

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Amy L. Boney, RMC  
Borough Clerk

Adopted on Second Reading  
Dated: \_\_\_\_\_

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Amy L. Boney, RMC  
Borough Clerk

Approval by the Mayor on This \_\_\_\_ Day Of \_\_\_\_\_, 2025

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Kevin G. Higgins, Mayor

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 body corporate and politic of the State of New Jersey, having its municipal offices at 1740 Main Street, Lake Como, New Jersey 07719 and Right-of-Way Permittee ("Permittee"), having a mailing address at \_\_\_\_\_

Throughout this Agreement, Lake Como and Permittee 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 the public rights-of-way within the Borough in the public interest, and recognizes the need for regulation of use of public rights-of-way to preserve and protect public safety, community welfare, environment resources and the aesthetic character of the Borough; and

**WHEREAS**, Permittee has applied to the Borough for its consent to locate, place, attach, install, operate, control, maintain, upgrade and/or enhance Communications Facilities, Cabinets and/or 5G Support Poles in the public right-of-way, and/or on facilities within the public right-of-way that are owned by third parties or the Borough; and

**WHEREAS**, the Borough Council adopted Ordinance \_\_\_\_\_ which authorizes the making and execution of this Agreement;

**NOW, THEREFORE**, in consideration of the covenants and obligations contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Grant of Consent.** In accordance with the provisions of N.J.S.A. 48:3-19, et. seq., and Borough Ordinance \_\_\_\_\_, and subject to obtaining all other required permissions, the Borough of Lake Como hereby grants approval and consents to Permittee, its consultants, agents and contractors, entering upon the public right-of-way within the confines of the Borough for the

purpose of owning, constructing, attaching, operating, maintaining, removing, reattaching, reinstalling, relocating and replacing its Communications Facilities, Cabinets and/or 5G Support Poles. Nothing in this Agreement shall be construed as authorizing Permittee to own, construct, attach, operate, maintain, remove, reattach, reinstall, relocate and/or replace any Communications Facility, Cabinet or 5G Support Pole unless the Permittee first has obtained all permits and other approvals therefor, as required by all applicable laws and regulations.

2. **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.

3. **Non-Exclusive Right.** This Agreement is non-exclusive. It shall not be recorded. Any and all rights granted to Permittee under this Agreement shall be exercised at Permittee's sole cost and expense, shall be subject to the prior and continuing right of the Borough 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 Permittee a real property interest in any land, including any fee, leasehold interest or easement.

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

(a) **Compliance with Laws.** Permittee 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 Permittee's Communications Facilities, Cabinets and/or 5G Support Poles.

(c) **Utilities.** Permittee shall pay for all utilities used (and connections to said utilities) in connection with the installation, operation and maintenance of its Communications Facilities and/or 5G Support Poles. Permittee 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, Permittee, at its sole cost and expense, shall maintain its facilities and any real property utilized for access 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 Permittee and replacement of any plants, trees or vegetation damaged or destroyed by Permittee. In the event that any of Permittee's facilities cause damage to any public right-of-way or interfere with the performance of any of the Borough's public duties or other uses of the public rights-of-way, Permittee agrees, upon notice from the Borough, to promptly commence and complete all necessary repairs to cure any such damage at Permittee's sole cost and expense. If Permittee 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 Permittee shall reimburse the Borough for the cost of the repair work within thirty (30) days after receiving a statement detailing such costs.

5. **Removal and Relocation.** Within 30 days following written notice from the Borough, Permittee, at its own expense, shall temporarily or permanently remove, relocate, change or alter the position of any of its facilities 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 facilities 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 Permittee to find a replacement location for its facilities that will provide similar radio frequency coverage.

6. **Emergent Conditions.** Permittee shall maintain all of its facilities at Permittee's sole cost and expense. Noncompliance with normally required procedures for securing a required permit shall be excused when Permittee reasonably determines that an emergency exists. If an emergency creates a hazard on the traveled portion of the Public Right-of-Way, then Permittee shall take immediate steps to provide all necessary protection for traffic on the roadway including the use of signs, lights, barricades or flaggers. Permittee 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 Permittee 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 Permittee's facilities, it shall inform Permittee upon learning of the same.

7. **Personal Property Owned by Permittee.** All Communications Facilities, Cabinets and/or 5G Support Poles 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 Permittee. Such personal property may not be utilized by any third party without the prior written consent of Permittee, but Permittee, upon the request of the Borough and at no cost to Permittee, shall cooperate with any third party in collocating the third party's equipment upon Permittee's facilities.

**8. Insurance and Indemnity.**

(a) Permittee 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 Permittee as named insured and listing the Borough as an additional insured on the policies. The Borough's additional insured status shall (i) be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Permittee, 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 Permittee's indemnification obligation under this Agreement, if any.

Notwithstanding the foregoing, Permittee may, in its sole discretion, self-insure any of the required insurance under the same terms as required by this Agreement. In the event Permittee elects to self-insure its obligations 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 Permittee with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Permittee 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 Permittee; and (iii) Lake Como shall fully cooperate with Permittee in the defense of the claim, demand, lawsuit, or the like.

(b) Certificates of the insurance required by this paragraph 8, 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 from the Borough. Thereafter, and so long as this Agreement remains executory, Permittee 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. 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 Permittee or by its affiliated parent or by the insurer.

(c) Permittee agrees to indemnify, defend 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 Permittee, 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 Permittee 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 Permittee from its indemnification and hold harmless obligation in respect of such claim, except to the extent the Permittee can establish actual prejudice and direct damages as a result thereof. The Borough shall cooperate with the Permittee in connection with the Permittee's defense of such claim. The Permittee 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 Permittee.

(d) The legal liability of the Permittee 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 Permittee shall be liable to the other for consequential, incidental, exemplary or punitive damages on account of any activity pursuant to this Agreement.

9. **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 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.

10. **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.

11. **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.

12. **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.

13. **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 Permittee 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 Permittee shall be delivered to the following addresses:

MUNICIPALITY: Borough of Lake Como Clerk  
MUNICIPALITY 1740 Main Street, Lake Como, NJ 07719

Permittee: INSERT NAME AND ADDRESS  
With a copy to: INSERT NAME AND ADDRESS

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

INSERT ADDITIONAL CONTACT INFORMATION

15. **Assignment.** Permittee may sell, assign or transfer this Agreement without the need for any approval or consent of the Borough to Permittee's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Permittee'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, Permittee 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.

16. **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 Permittee 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.

17. **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.

**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 PERMITTEE NAME

\_\_\_\_\_

\_\_\_\_\_

, Witness

**ORDINANCE 2025-5**  
**CALENDAR YEAR 2025**  
**ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS**  
**AND TO ESTABLISH A CAP BANK**  
**(N.J.S.A. 40A: 4-45.14)**

**WHEREAS**, the Local Government Cap Law, N.J.S. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget up to 2.5% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and,

**WHEREAS**, N.J.S.A. 40A: 4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and,

**WHEREAS**, the Mayor and Council of the Borough of Lake Como, in the County of Monmouth finds it advisable and necessary to increase its CY 2025 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

**WHEREAS**, the Mayor and Council hereby determines that a 3.5 % increase in the budget for said year, amounting to \$131,631.33 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

**WHEREAS**, the Mayor and Council hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

**NOW THEREFORE BE IT ORDAINED**, by the Mayor and Council of the Borough of Lake Como, in the County of Monmouth, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2025 budget year, the final appropriations of the Borough of Lake Como shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 3.5 %, amounting to \$131,631.33 and that the CY 2025 municipal budget for the Borough of Lake Como be approved and adopted in accordance with this ordinance; and,

**BE IT FURTHER ORDAINED**, that any that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and,

**BE IT FURTHER ORDAINED**, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and,

**BE IT FURTHER ORDAINED**, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

Adopted on First Reading

Dated: April 1, 2025

\_\_\_\_\_  
Amy L. Boney, RMC  
Borough Clerk

Adopted on Second Reading

Dated: \_\_\_\_\_

\_\_\_\_\_  
Amy L. Boney, RMC  
Borough Clerk

Approval by the Mayor on This \_\_\_\_ Day Of \_\_\_\_\_, 2025

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

Resolution 2025 - 61

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	\$ 44,386.47
<u>WATER/SEWER ACCOUNT:</u>	
Per Attached Bill List	\$ 247.00
<u>ACH WIRE PAYMENTS:</u>	
Per Attached Bill List	\$ 77,650.41
<b>TOTAL:</b>	<b>\$ 122,283.88</b>

Dated: April 1, 2025

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Kevin G. Higgins  
Mayor

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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 April 1, 2025.

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Amy L. Boney  
Borough Clerk

4-1-25 BILL LIST

PURCHASE ORDER LIST:

Vendor Name	Description	Amount
AMAZON BUSINESS	BANKERS BOXES	62.92
BILL'S WORK & CASUAL WEAR	ANNUAL CLOTHING ALLOWANCE JC	400.00
CRANEY'S INTERPRETING SERVICES	INTERPRETING SERVICE 3/11/25	140.00
DELISA WASTE SERVICES	TIPPING FEES MAR 1-15,2025	2,236.07
DELISA WASTE SERVICES	MONTHLY RECYCLING SERVICE APR	5,166.67
DELISA WASTE SERVICES	MONTHLY TRASH SERVICE APR	10,333.33
DYNAMIC TESTING SERVICE	BREATH ALCOHOL 3/12/2025	40.00
DYNAMIC TESTING SERVICE	URINE SCREEN 3/12/2025	50.00
GARDEN STATE LABORATORIES, INC	WATER TESTING 3/10/25	247.00
H2M ASSOCIATES, INC.	TONELLI SITE PLAN REVIEW	929.50
H2M ASSOCIATES, INC.	TONELLI SITE PLAN REVIEW	591.00
H2M ASSOCIATES, INC.	DUDA VARIANCE APP	357.50
H2M ASSOCIATES, INC.	GENERAL CONSULTING	286.00
HOLMAN FRENIA ALLISON, PC	2025 Fee Accountant Services	11,601.25
JCP&L	STREET LIGHTING FEB-MAR	2,633.41
JCP&L	STREET LIGHTING FEB-MAR	11.29
JCP&L	18TH LIGHT FEB-MAR	66.37
JCP&L	ELECTRIC SERVICE BORO	1,100.87
JCP&L	ELECTRIC SERVICE DPW	186.13
JCP&L	ELECTRIC SERVICE GAZEBO	8.01
JCP&L	ELECTRIC SERVICE NEW BEDFORD	9.35
JCP&L	ELECTRIC SERVICE 22ND MAIN	53.78
JCP&L	ELECTRIC SERVICE 22ND B15L2	44.26
COUNTY OF MONMOUTH	BRINE PICK UP 2/10/25	101.70
MONMOUTH COUNTY SPCA	ANIMAL CONTROL SERVICE FEB 25	210.00
NJ NATURAL GAS CO	GAS SERVICE 2/11-3/12 BORO	615.69
NJ NATURAL GAS CO	GAS SERVICE 2/11-3/12 DPW	250.37
NJ LEAGUE OF MUNICIPALITIES	Sick Leave Payouts Webinar	45.00
RAINONE COUGHLIN MINCHELLO LLC	MONTHLY LEGAL SERVICE MARCH	2,125.00
RAINONE COUGHLIN MINCHELLO LLC	TAX APPEALS	136.00
RAINONE COUGHLIN MINCHELLO LLC	PERSONNEL ISSUES	2,618.00
RAINONE COUGHLIN MINCHELLO LLC	GENERAL BID REVIEWS	351.00
RAINONE COUGHLIN MINCHELLO LLC	ORDINANCES	1,224.00
RAINONE COUGHLIN MINCHELLO LLC	AFFORDABLE HOUSING	102.00
YOUR TARGET MARKETING, LLC	ANNUAL WEB HOSTING 2025	300.00
PURCHASE ORDER TOTAL:		44,633.47

ACH PAYMENT LIST:	
3-26-25 PAYROLL	44,487.58
EMPLOYEE HEALTH BENEFITS MARCH	33,162.83
ACH PAYMENT TOTAL:	77,650.41
<b>GRAND TOTAL:</b>	<b>122,283.88</b>

Resolution 2025 - 62

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

\$ 866.06

Dated: April 1, 2025

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Kevin G. Higgins  
Mayor

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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 April 1, 2025.

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Amy L. Boney  
Borough Clerk

**RESOLUTION 2025-63**  
**RESOLUTION OF THE BOROUGH OF LAKE COMO COUNCIL**  
**EXECUTIVE SESSIONS**

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**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: April 1, 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 April 1, 2025.

\_\_\_\_\_  
Amy Boney, RMC  
Borough Clerk