

**VILLAGE OF LOCH ARBOUR  
MINUTES  
THE RESCHEDULED REGULAR MEETING OF THE BOARD OF COMMISSIONERS OF  
THE VILLAGE OF LOCH ARBOUR, MONMOUTH COUNTY, NEW JERSEY, WAS CONDUCTED  
BY**

<https://zoom.us/j/9871856747>

Meeting ID: 987 185 6747

One Tap Mobile:

Call # 1-646-558-8656

Meeting ID/PIN: 987 185 6747#

**ON OCTOBER 14, 2020, CALLED TO ORDER AT 6:30 P.M. BY MAYOR FERNICOLA**

Following the salute to the Flag the Clerk called roll, present were Commissioner Cheswick, Commissioner D'Angelo, Mayor Fernicola.

Also present was William Healey, Village Attorney and Marilyn Simons, Village Clerk.

The Village Clerk read the Open Public Meetings Announcement: The notice requirements of C.231, P.L. 1975, have been satisfied by transmitting the notice of this Regular Meeting to the Village's two official newspapers on January 3, 2020 and October 6, 2020 posting the notice on the office bulletin board on the same date and filing a copy of the notice in the Clerk's office.

**PAYMENT OF BILLS**

UPON MOTION of Commissioner Cheswick, seconded by Commissioner D' Angelo, carried, the payment of bills totaling \$17,268.69 for the month of, October, 2020 be and the same is hereby approved as presented.

Recorded Vote:

Ayes: Commissioner Cheswick, Commissioner D' Angelo, Mayor Fernicola

Nays: None

Absent: None

UPON MOTION of Commissioner D' Angelo, seconded by Commissioner Cheswick, carried the payment to the Loch Arbour Board of Education in the amount of \$41,662.00 for the month of October, 2020 be and the same is hereby approved as presented.

Recorded Vote:

Ayes: Commissioner Cheswick, Commissioner D' Angelo, Mayor Fernicola

Nays: None

Absent: None

**MINUTES**

UPON MOTION Commissioner Cheswick, seconded by Mayor Fernicola, carried, that the minutes of the following meetings be approved:

- Minutes of the Regular Meeting held on September 2, 2020.

Recorded Vote:

Ayes: Commissioner Cheswick, Commissioner D' Angelo, Mayor Fernicola

Nays: None

Absent: None

**REPORTS/CORRESPONDENCE**

UPON MOTION of Mayor Fernicola, seconded by Commissioner D' Angelo, carried, the following reports for the period ending September 30, 2020, on file in the Village Clerk's office, be and the same are hereby ordered received and filed:

- Expenditure Report
- Revenue Received Report
- Tax Collections Report/Delinquent Taxes Report for 2020
- Deal Police Department, Monthly Incident Report
- Monmouth Regional Health Commission No. 1, agenda and various reports/correspondence;
- Board of Chosen Freeholders, informing the start of a Study for replacement of the Corlies Avenue Bridge O-12 over Deal Lake;
- Monmouth County Division of Planning Office of Community Development, stating the Village continued participation in the Community Development Block Grant Program.
- Correspondence and check (2<sup>nd</sup> reimbursement) received by Monmouth County Board of Freeholders to assist reimbursing costs which have been incurred by the Village due to COVID-19 pandemic \$13,570.01.

Recorded Vote:

Ayes: Commissioner Cheswick, Commissioner D' Angelo, Mayor Fernicola

Nays: None

Absent: None

**OLD BUSINESS –**

**A. Resolution 2020-19:** UPON MOTION of Mayor Fernicola, seconded by Commissioner Cheswick, carried, that the following resolution be adopted:

WHEREAS, David Dweck and Congregation Magen David of Manhattan requested permission to use the Village Beach Club Parking Lot to erect a tent from September 15, 2020 to September 30, 2020 for the purpose of having religious services for Rosh Hashanah and Yom Kippur Jewish Holidays;

WHEREAS, also requested was access to the bathrooms and a storage area to store books, shawls and Torah during the duration of these holidays;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Village of Loch Arbour that permission was granted to David Dweck and Congregation Magen David of Manhattan to use Village Beach Club Parking Lot to erect a tent from September 15, 2020 to September 30, 2020 subject to the following conditions:

1. A Certificate of Insurance naming the Village as an additional insured must be supplied to the Village on or before September 15, 2020 along with a copy of the insurance policy;
2. Execution of the required Hold Harmless Agreement.
3. All plans must be coordinated with the Clerk, Village of Loch Arbour;
4. The tent will be approximately 12 ft high, size 40' x 60 and will be erected behind the pavilion in the parking lot.
5. There will be 200 chairs, and a table set up underneath the tent;
6. Access to the bathrooms are granted, but must have a professional cleaning service to sanitize both bathrooms each day it will be used;
7. Access to an area in the pavilion is granted to store books, shawls and toras during the duration of the holidays.
8. No loud speakers or amplifiers will be used at any time;
9. No parking of cars in the parking lot;
10. In case of a storm, it is agreed that the tent and all items will be removed within 24 hours' notice of said storm.
11. Fee to be paid to the Village of Loch Arbour in the amount of \$5,000.00 And \$100.00 paid to the Village of Loch Arbour for supplies for the bathroom
12. Hourly rate of \$25.00 per hour for a Village Employee to Monitor the Facility during use, to be paid directly to the Village of Loch Arbour for the following hours:

Friday 9/18 6 pm- 8 pm  
Saturday 9/19 7am- Noon/ 6 pm- 8 pm  
Sunday 9/20 7 am-Noon/ 5 pm- 8pm  
Sunday 9/27 3pm- 10 pm  
Monday 9/28 7am- 8 pm

BE IT FURTHER RESOLVED that a certified copy of this Resolution shall be supplied to:

1. David Dweck and Congregation Magen David of Manhattan
2. Chief Ronen Neuman, Borough of Deal Police Department

Recorded Vote:

Ayes: Commissioner Cheswick, Commissioner D' Angelo, Mayor Fernicola

Nays: None

Absent: None

#### **NEW BUSINESS –**

- A. **Ordinance 2020-466:** Introduction -  
**The Mayor read the Ordinance by Title**

**ORDINANCE NO. 2020-466**  
**AN ORDINANCE GRANTING RENEWAL OF MUNICIPAL CONSENT**  
**TO COMCAST OF NEW JERSEY, LLC. TO CONSTRUCT, CONNECT,**  
**OPERATE AND MAINTAIN A CABLE TELEVISION AND COMMUNICATIONS**  
**SYSTEM IN THE VILLAGE OF LOCH ARBOUR, MONMOUTH COUNTY,**  
**NEW JERSEY**

**WHEREAS** the Village of Loch Arbour adopted an Ordinance (Ordinance No. 315) granting renewal of municipal consent to Comcast of Monmouth County, LLC to operate and maintain a cable television system in the Village of Loch Arbour.

**NOW, THEREFORE, BE IT ORDAINED** by the Board of Commissioners of the Village of Loch Arbour, County of Monmouth, State of New Jersey that the Code of the Village of Loch Arbour be and is hereby further amended as follows:

#### **SECTION 1. PURPOSE OF THE ORDINANCE.**

The Village hereby grants to Comcast renewal of its non-exclusive Municipal Consent to place in, upon, across, above, over and under highways, streets alleys, sidewalks, easements, public ways and public places in the Village, poles, wires, cables, underground conduits, manholes and other television conductors, fixtures, apparatus, and equipment as may be necessary for the construction, operation and maintenance in the Village of a cable television and communications system.

## **SECTION 2. DEFINITIONS.**

For the purpose of this Ordinance, the following terms, phrases, words and their derivations shall have the meaning given herein. Such meaning or definition of terms in supplemental to those definitions of the Federal Communications Commission ("FCC") rules and regulations, 47 C.F.R. Subsection 76.1 et seq., and the Cable Communications Policy Act, 47 U.S.C. Section 521 et seq., as amended, and the Cable Television Act, N.J.S.A. § 48:5A-1 et seq., and shall in no way be construed to broaden, alter or conflict with the federal and state definitions:

- a. "Village" or "Municipality" is the Village of Loch Arbour, County of Monmouth, State of New Jersey.
- b. "Company" or "Comcast" is the grantee of rights under this Ordinance and is known as Comcast of Monmouth, LLC.
- c. "Act" or "Cable Television Act" is Chapter 186 of the General Laws of New Jersey, and subsequent amendments thereto, N.J.S.A. § 48:5A-1, et seq.
- d. "FCC" is the Federal Communications Commission.
- e. "Board" or "BPU" is the Board of Public Utilities, State of New Jersey.
- f. "Office" or "OCTV" is the Office of Cable Television of the Board.
- g. "Basic Cable Service" means any service tier, which includes the retransmission of local television broadcast signals as defined by the FCC.
- h. "Application" is the Company's Application for Renewal of Municipal Consent.
- i. "Primary Service Area" or "PSA" consists of the area of the Village currently served with existing plant as set forth in the map annexed to the Company's Application for Municipal Consent.

## **SECTION 3. STATEMENT OF FINDINGS.**

A public hearing concerning the consent herein granted to the Company was held after proper public notice pursuant to the terms and conditions of the Act. Said hearing having been held and fully open to the public, and the municipality having received all comments regarding the qualifications of the Company to receive this consent, and the representations of the Company that the Company possesses the necessary legal, technical, character, financial and other qualifications and that the Company's operating and construction arrangements are adequate and feasible.

## **SECTION 4. DURATION OF FRANCHISE.**

The non-exclusive Municipal Consent granted herein shall expire ten (10) years from the date of expiration of the previous Certificate of Approval issued by the Board.

In the event that the Municipality shall find that the Company has not substantially complied with the material terms and conditions of this Ordinance, the Municipality shall have the right to petition the OCTV, pursuant to N.J.S.A. 48:5A-47, for appropriate action, including modification and/or termination of the Certificate of Approval; provided however, that the Municipality shall first have given the Company written notice of all alleged instances of non-compliance and an opportunity to cure same within ninety (90) days of that notification.

## **SECTION 5. FRANCHISE FEE.**

Pursuant to the terms and conditions of the Act, N.J.S.A. 48:5A-30(d), the Company shall, during each year of operation under the consent granted herein, pay to the Municipality 3.5% of the gross revenues from all recurring charges in the nature of subscription fees paid by subscribers for cable television reception service in the Municipality or any higher amount permitted by the Act or otherwise allowable by law. The current franchise fee paid to the Village is 3.5%

## **SECTION 6. FRANCHISE TERRITORY.**

The consent granted under this Ordinance for the renewal of the franchise shall apply to the entirety of the Village and any property subsequently annexed hereto.

## **SECTION 7. EXTENSION OF SERVICE.**

The Company shall be required to proffer service to any residence along any public right-of-way in the Primary Service Area, as set forth in the Company's Application. Any extension of plant beyond the Primary Service Area shall be governed by the Company's Line Extension Policy, as set forth in the Company's Application, with a HPM ("homes-per-mile") of 35 dwellings per linear mile from the nearest active trunk or feeder line from which a usable cable signal may be obtained. For purposes of this section and the Company's implementation of the LEP, a home shall only be counted as a "dwelling unit" if such home is occupied and within two hundred seventy-five (275) feet of the public

right of way.

## **SECTION 8. CONSTRUCTION REQUIREMENTS.**

- a. Restoration: In the event that the Company or its agents shall disturb any pavement, street surfaces, sidewalks, driveways, or other surface in the natural topography, the Company shall, at its sole expense, restore and replace such places or things so disturbed in as reasonably good a condition as existed prior to the commencement of said work.
- b. Relocation: If at any time during the period of this consent, the Village shall alter or change the grade of any street, alley or other way or place the Company, upon reasonable notice by the Village, shall remove, re-lay or relocate its equipment, at the expense of the Company. In requiring Company to remove, re-lay or relocate any portion of its property, the Village shall treat Company the same as, and require no more of Company than, any other similarly situated entity utilizing the Public Rights of Way, including with respect to reimbursement of costs.
- c. Temporary Removal of Cables: The Company shall, upon request of the Municipality at the Company's expense, temporarily raise, lower, or remove its lines in order to facilitate the moving of buildings or machinery or in other like circumstances. Whenever the request is made by, for, or on behalf of private parties, the cost will be borne by those same parties.
- d. Removal or Trimming of Trees: During the exercise of its rights and privileges under this franchise, the Company shall have the authority to trim trees upon and overhanging streets, alleys, sidewalks or other public places of the Village so as to prevent the branches of such trees from coming in contact with the wires and cable of the Company. Such trimming shall be only to the extent necessary to maintain proper clearance of the Company's wire and cables, but shall be in accordance with and pursuant to the procedures and requirements of any local ordinance established in the Village of Loch Arbour concerning the removal or trimming or pruning of trees by utility companies, subject to the elimination of any permit fee required by local ordinance as required by the New Jersey Cable Television Act, N.J.S.A. 40A:5A-30 and as interpreted by the Board of Public Utilities in the Township of Middletown v. Storer Cable Communications, Inc. Docket No. 843C-7058 and 795C-6468, dated November 7, 1984.
- e. Installation of Equipment: The Company shall install equipment in the same location and manner as existing public utilities whenever possible, in order to minimize the impact of same on surrounding property.

## **SECTION 9. CUSTOMER SERVICE.**

In providing services to its customers, the Company shall comply with N.J.A.C. 14:18-1, et seq. and all applicable state and federal statutes and regulations. The Company shall strive to meet or exceed all voluntary company and industry standards in the delivery of customer service.

- a. The Company shall continue to comply fully with all applicable state and federal statutes and regulations regarding credit for outages, the reporting of same to regulatory agencies and notification of same to customers.
- b. The Company shall continue to fully comply with all applicable state and federal statutes and regulations regarding the availability of devices for the hearing impaired and the notification of same to customers.
- c. The Company shall use every effort to meet or exceed voluntary standards for telephone accessibility developed by the National Cable Television Association (NCTA). Those standards shall include, but not be limited to, the goal of answering eighty (80%) percent of incoming telephone calls within thirty (30) seconds.
- d. Nothing herein shall impair the right of any subscriber or the Municipality to express any comment with respect to telephone accessibility to the Complaint Officer, or impair the right of the Complaint Officer to take any action that is appropriate under law.

## **SECTION 10. MUNICIPAL COMPLAINT OFFICER.**

The Office of Cable Television is hereby designated as the Complaint Officer for the Village pursuant to N.J.S.A. § 48:5A-26(b). All complaints shall be received and processed in accordance with N.J.A.C. § 14:17-6.5. The Village shall have the right to request copies of records and reports pertaining to complaints by Village customers from the OCTV.

## **SECTION 11. LOCAL OFFICE.**

During the term of this franchise, and any renewal thereof, the Company shall maintain a business office or agent in accordance with N.J.A.C. § 14:18-5.1 for the purpose of receiving, investigating and resolving all local complaints regarding the quality of service, equipment malfunctions, and similar matters.

## **SECTION 12. PERFORMANCE BOND.**

During the life of the franchise the Company shall give to the Village a bond in the amount of Twenty-Five Thousand Dollars (\$25,000). Such bond shall be to insure the faithful performance of all undertakings of the Company as represented in its application for municipal consent incorporated herein.

### **SECTION 13. SUBSCRIBER RATES.**

The rates of the Company shall be subject to regulation as permitted by federal and state law.

### **SECTION 14. EDUCATION AND GOVERNMENTAL ACCESS**

- a. The Company shall continue to make available to the Village one system-wide public access channel.
- b. The Company does not relinquish its ownership of or ultimate right of control over a channel by designating it for access use. An PEG access user – whether an public, educational or government user - acquires no property or other interest by virtue of the use of a channel so designated and may not rely on the continued use of a particular channel number, no matter how long the same channel may have been designated for such use.
- c. The Company will maintain the cable, modulators, and equipment necessary for the Village or its designee to send a signal to the Company, and to receive the return feed of the signal.
- d. The Company shall not exercise editorial control over any educational or governmental use of channel capacity, except Company may refuse to transmit any educational or governmental access program or portion of any educational or governmental access program that contains obscenity, indecency, or nudity.
- e. Government Access. “Government Access” shall mean noncommercial use by the Village for the purpose of showing the local government at work.
- f. Company Use of Fallow Time. Because blank or underutilized P/E/G channels are not in the public interest, in the event the Village or other qualified P/E/G access users elect not to fully program their E/G access channel, Company may program unused time on those channels subject to reclamation by the Village upon no less than 60 days written notice.
- g. Indemnification. The Village shall indemnify Company for an liability, loss, or damage it may suffer due to violation by the Borough of the intellectual property rights of third parties on the EG channel.
- h. Within six months of the issuance of a Renewal Certificate of Approval by the BPU, the Company shall provide to the Village a one-time P/E/G Access Capital Grant in the amount of \$1,000 to meet the P/E/G Access capital needs of the community.
- i. The Communications Act of 1934, as amended [47 U.S.C. §543 (b)], allows the Company to itemize and/or identify: (1.) the amount on the subscriber bill assessed as a franchise fee and the identity of the governmental authority to which the fee is paid; (2.) the amount on the bill assessed to satisfy any requirements imposed on the Company by the cable franchise to support public, education, and/or governmental access channels or the use of such channels; and (3.) any grants or other fees on the bill or any tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. The Company reserves its external cost, pass-through rights to the full extent permitted by law.

### **SECTION 15. EMERGENCY USES.**

- a. The Company will comply with the Emergency Alert System (“EAS”) rules in accordance with applicable state and federal statutes and regulations.
- b. The Company shall in no way be held liable for any injury suffered by the Village or any other person, during an emergency, if for any reason the Village is unable to make full use of the cable television system as contemplated herein.

### **SECTION 16. COMMITMENTS BY THE COMPANY**

- a. Company representatives shall appear at least once annually, upon reasonable written request of the Village, at a public hearing of the Governing Body to discuss matters pertaining to the provision of cable service to residents of the Village and other related issues as the Village and Company may see fit.
- b. The parties agree that Comcast will continue to provide basic cable service to Municipal Building and the Village Beach Pavilion, provided that the facility is located within 200 feet of the active cable distribution plant, and has the right in accordance with applicable law to deduct the fair market value of those services from franchise fees. Comcast will notify the Borough if it

intends to implement said offset and the fair market value of those services at least 60 days prior to doing so.

## **SECTION 17. TWO WAY SERVICES AND INTERCONNECTION**

In the event that the Village determines that it is necessary and feasible for it to contract with the Company for the purpose of providing two-way or interconnection services, the Company shall be required to apply to the BPU for approval to enter into and establish the terms and conditions of such contract. All costs for such application to the BPU shall be borne by the Village.

## **SECTION 18. LIABILITY INSURANCE.**

The Company shall at all times maintain a comprehensive general liability insurance policy with a single limit amount of One Million Dollars (\$1,000,000) covering liability for any death, personal injury, property damages or other liability arising out of its construction and operation of the cable television system, and an excess liability (or "umbrella") policy in the amount of Five Million Dollars (\$5,000,000).

## **SECTION 19. INCORPORATION OF THE APPLICATION.**

All of the statements and commitments contained in the Application or annexed thereto and incorporated therein, and any amendment thereto, except as modified herein, are binding upon the Company as terms and conditions of this Ordinance. The Application and other relevant writings submitted by the Company shall be annexed hereto and made a part hereof by reference provided same do not conflict with application State or Federal law. All Ordinances or parts of Ordinances or other agreements between the Village and the Company that are in conflict with the provisions of this Agreement are hereby declared invalid and superseded.

## **SECTION 20. COMPETITIVE EQUITY.**

Should the Village grant municipal consent for a franchise to construct, operate and maintain a cable television system to any other person, corporation or entity on terms materially less burdensome or more favorable than the terms contained herein, the Company may substitute such language that is more favorable or less burdensome for the comparable provision of this Ordinance subject to the provisions of N.J.S.A.48:5A-47 and N.J.A.C. § 14:17-6.7.

## **SECTION 21. SEPARABILITY.**

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court or federal or state agency of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and its validity or unconstitutionality shall not affect the validity of the remaining portions of the Ordinance.

## **SECTION 22. PROPRIETARY INFORMATION**

The Company shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Village agrees to treat any information disclosed by the Company as confidential and only to disclose it to those employees, representatives, and agents of the Village that have a need to know in order to enforce this Ordinance Agreement and who agree to maintain the confidentiality of all such information.

The Company shall not be required to provide Customer information in violation of Section 631 of the Cable Act or any other applicable federal or state privacy law. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Company to be competitively sensitive. The Company may make proprietary or confidential information available for inspection but not copying or removal by the Municipality's representative. In the event that the Municipality has in its possession and receives a request under a state "sunshine," public records, or similar law for the disclosure of information the Company has designated as confidential, trade secret or proprietary, the Village shall notify the Company of such request and cooperate with Company in opposing such request.

## **SECTION 23. FORCE MAJEURE.**

The Company shall not be liable or responsible for, in whole or in part, any delay or failure to perform any of its obligations hereunder which may result from accidents, pandemics, floods, fires, earthquakes, tornadoes or other acts of God; war, acts of war (whether or not a declaration of war is made), civil disobedience; civil disturbance, sabotage or vandalism, customer tampering or interference, or act of public enemy; strikes, other labor or job actions or unavailability of materials or equipment; or other events or circumstances beyond the reasonable control of the Company.

## **SECTION 24. THIRD PARTY BENEFICIARIES.**

Nothing in this Ordinance or in any prior agreement is or was intended to confer third-party

beneficiary status on any member of the public to enforce the terms of such agreements or Ordinance.

UPON MOTION, of Mayor Fernicola, seconded by Commissioner Cheswick, carried that said Ordinance #2020-466 be adopted on first reading, directing the Clerk to post and publish as required by law and setting the date for the public hearing as November 4, 2020.

Recorded Vote

Ayes: Commissioner Cheswick, Commissioner D' Angelo, Mayor Fernicola  
Nays: None Absent: None

**B. Resolution 2020-20:** UPON MOTION of Mayor Fernicola, seconded by Commissioner Cheswick, carried, that the following resolution be adopted:

WHEREAS, the Lease to operate the James V. Kiely Pavilion at the Village Beach has expired and must be rebid; and,

WHEREAS, the Board of Commissioners reviewed and hereby accepts the proposed bid specifications.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Village of Loch Arbour that the proposed bid specifications and documents be approved as presented.

BE IT FURTHER RESOLVED that the said specifications will be available to bidders pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq.

Recorded Vote

Ayes: Commissioner Cheswick, Commissioner D' Angelo, Mayor Fernicola  
Nays: None Absent: None

**C. Resolution 2020-21:** UPON MOTION of Commissioner Cheswick, seconded by Commissioner D' Angelo, carried, that the following resolution was TABLED at this time.

OPPOSING ALL MAIL-IN BALLOT ELECTIONS

Recorded Vote

Ayes: Commissioner Cheswick, Commissioner D' Angelo, Mayor Fernicola  
Nays: None Absent: None

**D. Resolution 2020-22:** UPON MOTION of Mayor Fernicola, seconded by Commissioner D' Angelo, carried that the following resolution be adopted:

WHEREAS, Chief Neuman of the Borough of Deal Police Department has requested the Village adopt a curfew for all unaccompanied minors from 8:00 PM to 6:00 AM, inclusive, for the period beginning at 8:00 PM on October 29, 2020 through 6:00 AM on November 1, 2020, inclusive; and,

WHEREAS, said curfew has been authorized in previous years.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Village of Loch Arbour that a curfew is hereby authorized for all minors, unaccompanied by parent or designated adult guardian, from 8:00 PM to 6:00 AM, inclusive, each evening beginning October 29, 2020 through 6:00 AM on November 1, 2020, inclusive.

BE IT FURTHER RESOLVED that a certified copy of this resolution be supplied to Chief Neuman of the Borough of Deal Police Department for his information and distribution.

Recorded Vote:

Ayes: Commissioner Cheswick, Commissioner D' Angelo, Mayor Fernicola  
Nays: None Absent: None

**E. Resolution 2020-23:** UPON MOTION of Mayor Fernicola, seconded by Commissioner Cheswick, carried the following Resolution be adopted:

WHEREAS, the State's CY 2020 / SFY 2021 Best Practices Inventory Questionnaire is required to receive the Municipality's final 5% of State funding; and

WHEREAS, the Chief Financial Officer has completed the Inventory and has provided the Mayor and Commissioners with a copy of said document; and

WHEREAS, a review of this Inventory will be discussed at the regular meeting of the Mayor and Commissioners on October 14, 2020.

NOW, THEREFORE BE IT RESOLVED BY THE by the Mayor and Commissioners of the Village of Loch Arbour that the Best Practice Inventory results were discussed and be filed as required with the State of New Jersey.

Recorded Vote:

**Ayes:** Commissioner Cheswick, Commissioner D' Angelo, Mayor Fernicola  
**Nays:** None                                      **Absent:** None

**F. Resolution 2020-24:** UPON MOTION of Mayor Fernicola, seconded by Commissioner Cheswick, carried, that the following resolution be adopted:

WHEREAS, Section 7a, of the Open Public Meetings Act, N.J.S.A. 10:4-12 et seq., permits the length of the portion of the public/written comment, can be determined by the municipal governing body; and,

WHEREAS, this public body is of the opinion that such circumstances presently exist.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Village of Loch Arbour, Monmouth County, New Jersey, as follows:

1. The public comment or written comments, during the Commissioners Meeting shall be limited to three minutes for each member of the public.
2. The public will only be allowed to address the Board once during the meeting.
3. Transferring of time to other members of the public will not be permitted.
4. Limit may be waived for good cause at the discretion of the Mayor and Commissioners of the Village of Loch Arbour.

Recorded Vote:

**Ayes:** Commissioner Cheswick, Commissioner D' Angelo, Mayor Fernicola  
**Nays:** None                                      **Absent:** None

## UPDATES/DISCUSSION

**A, Next Scheduled Monthly Meeting – Wednesday, November 4, 2020 at 6:30 pm**

**B. Clean Ocean Action Fall Beach Sweeps** – scheduled for Saturday, October 24, 2020  
9 am – 12:30 pm. Participants are urged to wear hats, boots, sunscreen and bring gloves.

**C. Village Beach Club – 2020 Revenue compared with 2019:**

	Season- Adult	Season- Senior	Daily	Parking (permit)	LOCKERS	TOTAL
2019	876 - \$87,600.	200 - \$15,000.	\$102,011.	\$33,525.		\$238,136.00
2020	1049- \$104,900.	200 - \$15,000.	\$165,580.	\$34,400.	\$ 3,825.00.	\$323,705.00

**PUBLIC HEARING**

UPON MOTION of Mayor Fericola, seconded by Commissioner D' Angelo, carried, that the meeting be opened to the public for comments.

Robert Wiener, Page Avenue, discussed beach operations:

- Mr. Wiener is opposed to a sub-business being conducted by Village Beach Staff. Employees are setting up chairs/umbrella's for patrons for a fee. Mr. Wiener has observed the chairs are being left unoccupied for a good part of the day, if being used at all.
- Mr. Wiener suggested the beach manager make an announcement at the end of each day on a mega-phone announcing the beach is closing and the parking lot is going to be locked. This will alleviate patrons being locked in the parking lot.
- Mr. Wiener discussed the staff not checking for beach badges. He believes there has been a lot of lost revenue for the Village, this beach season. Mr. Wiener spoke about the north and south borders and the lack of the staff checking for beach badges.
- Mr. Wiener discussed the parking permits not being displayed on the cars in the parking lot.
- Mr. Wiener discussed the markers (buoys) of the swim area. Mr. Wiener stated the markers (buoys) were not out for several weeks at a time. He also stated no flags were displayed at the end of the season.

There being no further comments, and UPON MOTION of Commissioner Cheswick, seconded by Commissioner D' Angelo, carried, the public hearing be closed.

**Recorded Vote:**

**Ayes:** Commissioner Cheswick, Commissioner D' Angelo, Mayor Fericola  
**Nays:** None  
**Absent:** None

**UPON MOTION** of Mayor Fernicola, seconded by Commissioner D' Angelo, carried, that the following **Resolution** be and the same is hereby adopted:



WHEREAS, Section 8 of the Open Public Meetings Act, N.J.S.A. 10:4-12 et seq., permits the exclusion of the public from a meeting in certain circumstances; and,

WHEREAS, this public body is of the opinion that such circumstances presently exist.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Village of Loch Arbour, Monmouth County, New Jersey, as follows:

1. The public shall be excluded from discussion of and actions upon the hereinafter-specified subject matter.
2. The general nature of the subject matter to be discussed is as follows: Discuss Attorney client privileged information regarding litigation with Zoning Officer. And Beach Procedures/Operations with Beach Manager. No official Action will be taken after the Executive Session.
3. It is anticipated at this time that the above stated subject matter will be made public within 120 days.
4. This resolution shall be effective immediately.

Recorded Vote:

Ayes: Commissioner Cheswick, Commissioner D' Angelo, Mayor Fernicola

Nays: None

Absent: None

There being no further business, and UPON MOTION of Mayor Fernicola, seconded by Commissioner D' Angelo, carried that the meeting be finally adjourned at 8:05 p.m.

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Marilyn Simons, RMC  
Village Clerk