



MAYOR AND COUNCIL MEETING FEBRUARY 8, 2024

1. Call to Order
2. Sunshine Statement
This Regular Meeting of the Mayor and Council of the Borough of Atlantic Highlands is called pursuant to the provisions of the Open Public Meetings Law. Adequate notice has been provided by transmitting the Resolution of Annual Meetings to the Asbury Park Press and the Two River Times, by posting it in the Borough Hall on a bulletin board reserved for such announcements, and by filing it with the Municipal Clerk on 1/02/2024. This agenda is complete to the extent known and formal action will be taken.
3. Roll Call
4. Silent Reflection & Pledge of Allegiance
5. Approval of previous meeting minutes:
January 25, 2024 Regular Meeting Minutes and Executive Session
6. Business of the Month – Salon at 68
7. Proclamation – Recognizing February as Black History Month
8. Unfinished Business
Ordinance 05-2024 Amending Rent Control Ordinance – Public Hearing/Possible Adoption
9. Workshop Discussion:
10. Public Comment (on consent and regular agenda items)
11. New Business
 1. Consent Agenda: These items will be enacted by one motion. If detailed deliberation is desired on any item, Council may remove that item from the consent agenda and consider it separately
 - 1) Resolution 045-2024 Authorizing Local Recreation Improvement Grant Application
 - 2) Resolution 046-2024 – Authorizing Use Agreement with Saint Agnes Church for use of Hesse Parish Center
 - 3) Resolution 047-2024 – Approving Designation of Tree Inspectors
 - 4) Resolution 048-2024 – Authorizing the Monmouth County Mosquito Control to Conduct Aerial Control Operations
 - 5) Resolution 049-2024 – Authorizing Amendment to the 2024 Temporary Budget
 - 6) Resolution 050-2024 – Authorizing Agreement with Monmouth County LINCS Agency
 - 7) Resolution 051-2024 – Payment of Bills \$2,054,966.89
 - 8) Resolution 052-2024 – Appointment of Benjamin Schmoll, Alternate #2, Shade Tree Commission
 - 9) Resolution 053-2024 – Authorizing Sale of Surplus Property
 - 10) Resolution 054-2024 – Authorizing MOA with Office of Homeland Security
 - 11) Resolution 055 -2024 – Authorizing Application to NJ Transit for Bus Shelter on First Avenue
 2. Ordinance 01a-2024 Salary Ordinance – INTRODUCTION
 3. Ordinance 06-2024 Bond Ordinance – Harbor Utility/Bulkhead Improvements - INTRODUCTION
12. Administrator's Report and Professionals
13. Reports of Council
14. Public Comment
The council encourages public participation and requests that all comments be addressed to the mayor. All comments should refer to topics relevant to the powers and duties of the Atlantic Highlands Borough government. Speakers are requested to maintain proper decorum at all times during the meeting. Thank you.
15. Executive Session – Resolution 056-2024 – Enter into Executive Session
Item – Possible Land Acquisition
16. Adjourn



BOROUGH OF ATLANTIC HIGHLANDS
COUNTY OF MONMOUTH
ORDINANCE 05-2024

**ORDINANCE AMENDING CHAPTER 277 OF THE CODE
OF THE BOROUGH OF ATLANTIC HIGHLANDS**

WHEREAS, in 2016, the Borough's rent control ordinance was amended to de-control apartments vacated after June 30, 2016, as well as apartments and units newly available for rent after that date; and

WHEREAS, many tenants in uncontrolled apartments in the Borough have recently received rent increases substantially in excess of the increase that would have been allowed had their apartments been rent controlled, which has resulted in financial hardship in some cases and led to departure from the Borough of some tenants; and

WHEREAS, the Borough Council believes that it is in the public interest to extend the protection of rent control to all residential apartments in the Borough, except residential buildings of four housing units or less, mixed use buildings with two housing units or less and condominium units if the owner owns four units or less; and

WHEREAS, the Borough Council further believes that the health, safety and welfare of the public compels the continuation of rent controls on rental units unless and until those restrictions are deleted by affirmative action of the Borough Council;

NOW, THEREFORE, BE IT ORDAINED that Chapter 277, Rent Control, is amended to read as follows:

Section 1.

§ 277-1 Rent leveling board.

- A. Board established. There is hereby continued the Rent Leveling Board within the Borough of Atlantic Highlands. The Board shall consist of five members. One shall be a tenant of a multiple dwelling in Atlantic Highlands; one shall be a landlord of a multiple dwelling residing in Atlantic Highlands; **and two shall be neither a tenant nor a landlord.** The existing members of the Board shall continue in office. Replacements shall be appointed by the governing body, and their terms of office shall be for a period of three years each, with each member serving without compensation. Terms shall be staggered so that the terms of no more than two members expire in any year. The term of a member appointed to fill a vacancy shall be for the remaining unexpired term.
- B. Powers. The Rent Leveling Board is hereby granted, and shall have and exercise, in addition to other powers herein granted, all the powers necessary and appropriate to carry

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out and execute the purposes of this chapter, including but not limited to the following:

- (1) To issue and promulgate such rules and regulations as it deems necessary to implement the purposes of this chapter, which rules and regulations shall have the force of law until revised, repealed or amended by the Board in the exercise of discretion, providing that such rules are filed with the Municipal Clerk.
 - (2) To supply information and assistance to landlords and tenants to help them comply with the provisions of this chapter.
 - (3) To hold hearings and adjudicate applications from landlords for hardship increases and surcharges.
 - (4) To hold hearings and adjudicate applications and complaints from tenants for reduced or improper rentals. The Board shall give both landlord and tenant reasonable opportunity to present their position before making any determination.
- C. Appeal. Both landlord and tenant may appeal in writing the findings of the Board to the governing body within 20 days from the date of the determination. The Council shall hold a hearing on the record before the Board. The appealing party should submit in writing with its appeal a written summary and basis for its appeal and provide a copy to the other interested parties. The appealing party shall be responsible to present the record before the Board for the governing body's consideration. The other interested parties should submit a written summary of their position and basis in opposition to the appeal within 15 days of receipt of the appeal. The governing body shall consider the appeal on the record before the Board and the submissions and render a decision.

§ 277-2 Rent control.

A. Definitions. As used in this chapter:

BASE RENT

The actual legal monthly rental a tenant is paying for the apartment.

CPI

The Consumer Price Index for all urban consumers for the region of the United States, of which Atlantic Highlands, New Jersey, is a part (i.e., the New York-Northeast-New Jersey region) published periodically by the Bureau of Labor Statistics, United States Department of Labor.

CURRENT RENT

The actual legal monthly rental a tenant is paying for his apartment, including any hardship increase or improvement surcharge.

~~**DATE THAT THE LEASE IS ENTERED INTO IN THE CASE OF THE RENEWAL OF LEASES**~~

~~The starting date of the last renewal term.~~

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HOUSING SPACE, DWELLING OR APARTMENT

Includes the portion of a structure rented or offered for rent for living and dwelling purposes to one or more individuals or a family unit, together with all privileges, services, furnishings, furniture, equipment, facilities, parking and garage facilities (whether optional or mandatory), and improvements connected with the use or occupancy of such portions of the property. Included are any building, structure, trailer, or land used as a trailer park, rented or offered for rent to one or more tenants or family units. Exempt from this chapter are: commercial buildings containing two or fewer housing units; and housing structures of four units or fewer. Also exempt are condominiums and condominium complexes, motels, hotels, and similar-type buildings except any portion thereof that is owned or controlled by a person or entity owning or controlling (meaning greater than 50% ownership by the same related party interests) five or more of those apartments or units that are rented or offered for rent.

NOTIFY or NOTIFICATION

Either certified mail or hand delivery acknowledged by written receipt; or if the party refuses to claim or acknowledge delivery, by regular mail.

REAL ESTATE TAX

All real estate or property taxes paid to the Borough of Atlantic Highlands, including but not limited to municipal, county and school taxes, and any other taxes or fees listed on the annual property tax bill.

SUBSTANTIAL COMPLIANCE

That the housing space and dwelling are substantially free from all heat, hot water, elevator and all health, safety and fire violations, as well as 90% qualitatively free of all other violations of the Atlantic Highlands Property Maintenance Code and/or the Multifamily Dwelling Code.

B. Except as specifically exempted, every housing space, dwelling or apartment offered for rent in the Borough of Atlantic Highlands, including first-time rentals and vacant housing, are subject to the provisions of this Chapter.

(1) Establishment of rents. Establishment of rents between a landlord and a tenant in any housing unit, dwelling or apartment shall hereafter be determined by the provisions of this Chapter. Establishment of rent or any renewal increase in excess of that authorized by this Chapter shall be void. No rental agreement or lease provision shall waive, supersede, or preclude application of this Chapter or any provision thereof, and any such lease provision shall not be effective.

(2) Pre-existing tenancies. For pre-existing tenancies, the base rent during the rental year that the housing unit, dwelling or apartment becomes subject to the provisions of this Chapter shall not be increased. Thereafter, annual base rent increases shall be subject to Subsection C of this Chapter.

(3) New tenancies. The owner of the housing space, dwelling, or apartment being rented for the first time, or which is vacant and will be rented to a new tenant, may

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enter a one-year or multi-year lease, with the base rent for the first year not being controlled by the provisions of this Chapter. After the first year, the housing space, dwelling or apartment shall be subject to the provisions of this Chapter, and any annual base rent increase shall be limited to such increase as permitted in Subsection C of this Chapter.

C. (1) Rental increases allowed. At the expiration of a lease or periodic tenancy, a landlord may annually increase a tenant's base rent either up to the percentage increase in the CPI, or up to 1.5%, whichever is greater, plus or minus the tax pass-through. A landlord may annually increase a tenant's base rent based on the percentage increase in the most recent Consumer Price Index ("CPI") as follows;

_____ a floor of 1.5% if the percentage increase in the CPI is less than 1.5%;

_____ the actual CPI percentage increase if between 1.5% and 3%; or

_____ a ceiling of 3% if the CPI percentage increase is greater than 3%;

plus or minus the tax pass-through.

The rent resulting from the imposition of any increase provided hereunder shall be rounded to the nearest dollar. No landlord shall request or receive more than one CPI/tax increase per year per housing space.

The CPI figures to be used are those published in the fourth month prior to the month in which the lease or periodic tenancy terminates, over the CPI published in the 16th month prior to the month of termination. By way of example, a CPI base rent increase computed in accordance with the provisions of this section shall be computed as follows:

Example

Assuming a lease or periodic tenancy expires in May of 2014, and the base rent is \$1,500 per month:

- a) 254.285 CPI for January of 2014 (the fourth month preceding the month of termination);
- b) 249.317 CPI for January of 2013 (the 16th month preceding the month of termination);
- c) 4.968 difference in the CPI (subtract b. from a.);
- d) 1.993% percentage change in the CPI (take c. and divide by b.);

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- e) ~~\$29.90 permissible CPI increase (multiply the base rent by d.)~~\$29.90 per \$29.90 permissible CPI increase (multiply the base rent by e. \$1,500 x 1.993% - \$26.85). Round to the nearest dollar after including any tax increase/decrease from Subsection ~~D~~ C(2).

(2) Whenever the base rent is increased as provided in Subsection C(1), a tax pass-through for any real estate tax reduction shall be, or any real estate tax increase may be, included in the increase calculations. A tax pass-through is calculated by taking the real estate taxes billed by the Borough for the upcoming 12 months and subtracting the amount billed for the prior 12 months (based upon the most recent and prior annual tax bills), divided by 12 months, divided by the total square footage of the building(s) and multiplied by the square footage occupied by the tenant. Any annual real estate tax increase pass-through shall be permitted only to the extent that the real estate tax increase exceeds the permitted percentage increase provided in Subsection (C)(1).

(3) No rental increase shall be allowed during any period when the apartment or dwelling occupied by the tenant is not in substantial compliance with the Multifamily Dwelling Code and the landlord is not current on all real estate taxes billed by the Borough.

(4) Any landlord seeking a rent increase, lease renewal or agreement to extend or renew a lease shall provide notice of said action in writing to the tenant at least 60 days prior to the effective date of increase, renewal, extension or other action. This notice shall include all of the CPI/tax calculations involved in computing the increase. No tenant shall be required to sign any such lease, rent increase notice, renewal or agreement to extend or renew a lease until such tenant has had the opportunity to review the documents for a period of five business days. Failure to comply with this provision shall result in the rental continuing at the old rent until proper notice is given.

(5) Multiple-year leases. For renewal of multi-year leases, a landlord may annually increase the tenant's current rent as provided in subsection C(1). ~~Any landlord seeking a multiple year lease renewal with an existing tenant may annually increase a tenant's current rent either up to the percentage increase in the CPI, or up to 1.5%, whichever is greater, plus or minus the tax pass-through.~~ For multi-year leases, the annual rent increase limitations must be recalculated annually as provided in subsection C(1). The first year's lease renewal increase may be sequentially added to subsequent years. For example, if the approved CPI increase is \$65, then the first-year renewal lease rent is calculated on the former lease's base rent plus \$65. The second year's renewal rent is calculated on the first renewal year's rent from the previous renewal year plus \$65.

D. Accumulation of CPI/tax increases not permitted.

(1) Any landlord who does not raise the rent in a particular lease year the amount permitted by the CPI/tax increase in Subsection C shall not have the right to accumulate this increase and/or impose this increase upon a tenant in a subsequent year, in addition to the permissible increase for that subsequent year.

E. Tax appeal; tenant credit.

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- (1) In the event a real estate tax appeal is taken by the landlord and the tax is reduced, after deducting all expenses incurred by the landlord in prosecuting the appeal, the landlord shall remit and tenant(s) shall receive 50% of the reduction **for the portion of the tax year during which the tenant has paid rent**, in the form of a credit on the next lease renewal.
- (2) The property tax shall be calculated by dividing the assessed taxes by the number of square feet of all housing space in the dwelling. The tax shall be proportionate to the number of square feet occupied by the tenant. The landlord shall provide the Board in writing with a detailed list of the items of expense incurred by him in prosecuting the tax appeal. If the above tax reduction is partially based upon property changes or alterations, the allocation of the percentage of the reduction remitted to tenants shall be determined by the Board.

~~F. First-time rental, vacant housing decontrolled. The owner of the housing space, dwelling, or apartment being rented for the first time, or which is presently vacant and will be rented to a new tenant, shall not be restricted in the initial rent charged to that new tenant. The landlord and a tenant initially renting a housing space, dwelling, or apartment may enter a one-year or multi-year lease, with the rent being not controlled by Subsection C during the term of the lease. Any current lease and subsequent lease renewal or lease terms, after the initial lease with a current tenant in place prior to July 1, 2016, shall be subject to the provisions of this chapter, and any rent increases on any renewal or further term shall be limited to such increase as permitted in Subsection C.~~

- ~~(1) Any housing space, dwelling, or apartment which is presently vacant or becomes vacant at the end of any lease term shall be permanently decontrolled, thereby allowing the landlord to set the rent at market rate. Once any housing space, dwelling or apartment becomes decontrolled pursuant to this section, such unit shall no longer be afforded the rights or remedies set forth in this chapter, including the right to seek relief from the Rent Control Board.~~
- ~~(2) Any housing space, dwelling or apartment, as previously defined, which is newly constructed and/or in receipt of a certificate of occupancy dated after July 1, 2016, shall be permanently exempted from all provisions of this chapter. This would not apply to any currently protected tenant whose apartment is upgraded/downgraded and a new CO issued, with the protected tenant reoccupying the same apartment.~~

G.F. Appeal by landlord: hardship or capital improvement increases.

- (1) In the event that a landlord cannot receive a fair return after having received the increase provided in Subsection C, he **or she** may appeal to the Rent Leveling Board for increased rental for up to five years. The Board may grant a hardship rent increase to meet this requirement. For the period of the requested increase and two years before and after or other period as determined by the Board, the landlord must provide evidence according to the standards recognized at law for determining fair return. The Board will rely upon the recognized standard that a landlord should receive a net operating income of at least 40% of the gross annual income after deducting reasonable and necessary operating expenses, including depreciation of capitalized repairs and replacements computed on a straight line

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basis as per IRS guidelines, unless there is an adequate showing that utilization of this standard will result in an unfair return to the landlord. Gross annual income will be calculated using the occupancy for the past 12 months, the average occupancy rate for the county, or 90%, whichever is greater. Operating expenses shall not include mortgage principal or interest payments or amortization. Any hardship increase granted by the Board will be in addition to the annual CPI/tax increase and shall be equally prorated to all units within the structure 30 days after the decision of the Rent Leveling Board, provided that no increase shall take effect with regard to any tenant who has a written lease until the expiration of the lease, unless the lease provides otherwise.

- (2) A landlord may seek surcharges for major capital improvements or services proposed or completed within the past three years. To qualify for a major improvement surcharge, a claimant must show a benefit to the tenant, in the form of improved lifestyle, convenience, ease and/or security, and that the improvement satisfies the IRS standards for capital improvements. Expenditures classified as capital by the IRS for items requiring periodic repair or replacement, such as heating systems, windows, roofs, etc., are to be considered operational expenses unless there is a significant benefit to tenants. The landlord must notify each tenant of the total costs of the completed capital improvement or service, the number of years of useful life of the improvement as claimed by the landlord for purposes of depreciation for income tax purposes, the cost of the improvement, the total number of square feet to the dwelling or garden apartment complex, the total square feet occupied by the tenant and the capital improvement surcharge he **or she** is seeking from each tenant. The landlord seeking a capital improvement or service surcharge shall appeal for the surcharge to the Rent Leveling Board, who shall determine if the improvement is a qualified major improvement and, if so, may permit such increase to take place and may direct that the increase shall be collected in equal monthly payments spread over the useful life of the capital improvement. If the increase is granted, it shall not be considered part of the base rental nor calculated in future CPI increases. No increase authorized by this section shall exceed 15% of the tenant's base rent. No surcharge shall begin until the capital improvement or service is completed; no surcharge shall be allowed or collected during any period that the improvement or service is not maintained or provided.
- (3) Prior to the hearing before the Board on any such appeal provided for in Subsection **F**(1) and (2), a landlord must post in the lobby of each building, or, if no lobby is present, in a conspicuous place in and about the premises, a notice of the appeal setting forth, in detail, the basis for the appeal. This notice must be posted for at least 20 days prior to the proposed date of the appeal hearing. The landlord shall also send by mail or deliver personally a copy of this notice to each tenant at least 20 days prior to the proposed date of the hearing. The landlord must also submit to the Board a certification from the Code Officer of Atlantic Highlands that the building and grounds are in substantial compliance with the Multifamily Dwelling Code.

HG. Standards of service. During the term of this chapter, the landlord shall maintain the same standards of service, maintenance, furniture, furnishings and equipment in the housing space and dwelling as he **or she** provided or was required to do by law or lease at the date the lease was entered into. If a landlord fails to provide the above standards of service for more than 30 days, or for a shorter period considering the circumstances, a tenant may

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appeal to the Rent Leveling Board for a rent reduction. The Board may order the landlord to reduce the tenant's monthly rent beginning the month the change or defects began, and until the month after all changes or defects are corrected, as confirmed by the Multifamily Dwelling Inspector. In determining any appropriate reduction, the Board may consider the loss of use of the affected area as well as the overall impact upon the tenant. Any rent reduction is in addition to any other penalties provided for in this chapter.

HI. Posting required. All landlords shall be required to include the following verbiage in all renewal leases of current tenants which are subject to the provisions of this Chapter:

"This lease is subject to the provisions of Ordinance No. -2024 of the Borough of Atlantic Highlands, which outlines your rights and remedies pertaining to rent control, including the right to seek relief from the Rent Control Board. A copy of the ordinance is obtainable from the Municipal Clerk of the Borough of Atlantic Highlands."

JI. Request for information. When the Rent Leveling Board shall request of any landlord any information with respect to any rental unit or the landlord's property or operation, such information shall be provided to the Rent Leveling Board within 20 days of such request.

KJ. Tenant complaint against landlord. Any tenant filing a complaint with the Rent Leveling Board against the landlord shall be required to fill out and execute the complaint form as promulgated by the Board and provide supporting documentation, and serve upon the landlord a copy of the complaint form and documentation personally or by certified mail. The landlord shall be entitled to submit a written response to the complaint to the Rent Leveling Board within 15 days of receipt. The Board may review the complaint and landlord response and, if the documentation is deemed sufficient by the Board, the Board may make a written determination as to the complaint and notify the parties of its decision. In the alternative, the Board may schedule a hearing and notify the parties, and each party shall be entitled to appear and present its position. The Board will thereafter render a decision. Either party may appeal the Board decision to the governing body as per § 277-1(C). The tenant shall be responsible to continue to pay the uncontested portion of the rent during the complaint process.

LK. Precedence of ordinance. Should a lease, or any provision of a lease, entered into between the landlord and tenant be in conflict with this chapter, this chapter shall control and apply.

§ 277-3 Senior Citizens and Disabled Protected Tenancy Act.

- A. Established. The Rent Leveling Board has been authorized and instructed to administer the provisions of the Senior Citizens and Disabled Protected Tenancy Act, N.J.S.A. 2A:18-61.22 et seq. The Rent Leveling Board will periodically report to the Mayor and Council its recommendations as to the fees which should be charged to owners seeking to convert properties to condominiums or cooperatives as provided in N.J.S.A. 2A:18-61.35.
- B. Fees. The following fee structure is provided to cover the costs of the services to be provided by the Borough under the provisions of the Senior Citizens and Disabled Protected Tenancy Act and are to be paid by the owners of properties sought to be converted to

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condominiums or cooperatives at the time such owners take steps to invoke the services of the Borough under the Senior Citizens and Disabled Protected Tenancy Act.

- (1) Two thousand dollars **per unit** for the application for conversion of structures; and
- (2) Two hundred dollars for each unit.

§ 277-4 Violations and penalties.

A willful violation of this chapter, including, but not limited to, the willful filing with the Rent Leveling Board of any material misstatement of fact, or the failure to comply with a final administrative determination of the Board and/or the Mayor and Council, shall be subject to complaint in Municipal Court and shall be punishable by a fine of not more than \$500 and shall be considered a separate violation as to each leasehold. A complaint may be signed by an affected tenant or by the appropriate Borough official.

§ 277-5 General.

- A. Purpose. This chapter being necessary for the welfare of the Borough and its inhabitants shall be liberally construed to effectuate the purposes thereof.
- B. Fees for complaints/appeals. In order to partially defray the costs incurred for conducting Board proceedings and any professional assistance that may be required, the following fee schedule for complaints/appeals is applicable.
 - (1) Hardship increase appeal by landlord: \$300.
 - (2) Capital improvement surcharge appeal by landlord: \$350.
 - (3) Complaint by tenant challenging rent increase or rent: \$50. **If the tenant's rent appeal is successful, the appeal fee will be refunded to the tenant.**
- ~~C. Termination. This chapter shall continue in full force and effect through December 31, 2026, and shall as of that date automatically terminate, cease, and be of no further force and effect.~~
- DC.** When effective. This chapter supersedes the existing Chapter 277 and shall take effect immediately upon its final passage and publication as required by law.

Motion: Introduce Ordinance 05-2024, **Moved by** Councilman Crowley; **Seconded by** Councilman Dougherty

Vote: Motion carried by roll call vote (**summary:** Yes = 6).

Yes: Councilman Colasurdo, Councilman Crowley, Councilwoman Cusack, Councilman Dougherty, Councilwoman Forbes, Councilman Murphy

No: None

Absent: None

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I, Michelle Clark, Municipal Clerk of the Borough of Atlantic Highlands, in the County of Monmouth, State of New Jersey, hereby certify this to be a true copy of the action of the Governing Body, at its Regular Meeting, held January 25, 2024, WITNESS my hand this 26th day of January 2024.

Michelle Clark

Michelle Clark, Municipal Clerk





BOROUGH OF ATLANTIC HIGHLANDS
COUNTY OF MONMOUTH

RESOLUTION 045-2024

AUTHORIZING LOCAL RECREATION IMPROVEMENT GRANT APPLICATION

WHEREAS, the Borough of Atlantic Highlands desires to apply for and obtain a grant from the New Jersey Department of community affairs for approximately \$100,000.00 to carry out a project to improve East Avenue Park by installing new playground equipment, benches, and other associated improvements.

BE IT THEREFORE RESOLVED, that the Borough of Atlantic Highlands does hereby authorize the application for such a grant; and, recognizes and accepts that the Department may offer a lesser or greater amount and therefore, upon receipt of the grant agreement from the New Jersey Department of Community Affairs, does further authorize the execution of any such agreement; and also, upon receipt of the fully executed agreement from the Department, does further authorize the expenditure of funds pursuant to the terms of the agreement between the Borough of Atlantic Highlands and the New Jersey Department of Community Affairs.

BE IT FURTHER RESOLVED, that the Mayor and Borough Administrator are authorized to sign the application, and that they or their successors in said titles are authorized to sign the agreement, and any other documents necessary in connection therewith.

Lori Hohenleitner
Mayor

Robert Ferragina
Borough Administrator



BOROUGH OF ATLANTIC HIGHLANDS
COUNTY OF MONMOUTH

RESOLUTION 046-2023

AUTHORIZING LICENSE / USE AGREEMENT WITH THE OLPH / SAINT AGNES CHURCH FOR USE OF THE HESSE PARISH CENTER

WHEREAS, the Borough of Atlantic Highlands needs a facility to hold municipal activities like Summer Recreation (July 8, 2024 through August 16, 2024) and election polling activities (June 4, 2024 & November 5, 2024); and,

WHEREAS, The OLPH /Saint Agnes Roman Catholic Church has agreed to permit the use of the Hesse Parish Center (Facility), located 55 South Avenue; and,

WHEREAS, it is agreed between the OLPH /Saint Agnes Roman Catholic Church (Property Owner) and the Borough of Atlantic Highlands (User), that the Property Owner shall allow the User access to and use of the Facility as conditioned and described below, subject to all the policies and procedures of the Property Owner in accordance with the Ordinances of the User and the Laws of the State of New Jersey; and

WHEREAS, in consideration for the use of the Facility, the Borough agrees to:

1. Cut the grass on the Church and School property for the months of July and August.
2. General maintenance of the Parish Center and bathroom facilities during that timeframe.
3. Maintenance of the garbage area and dumpster.
4. Waiver of the Water/Sewer fees during the 4th Quarter in an amount up to \$1,000.
5. Contribute the \$200.00 annual, Polling Location fee received from the Monmouth County Board of Elections.

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the Borough of Atlantic Highlands, County of Monmouth, State of New Jersey, that the Borough Administrator is authorized to enter a license / use agreement for the use of the Hesse Parish Center.



BOROUGH OF ATLANTIC HIGHLANDS
COUNTY OF MONMOUTH

RESOLUTION 047-2024

DESIGNATION OF TREE INSPECTOR

WHEREAS, the Borough's Development Regulation require the inspection of trees prior to any normal tree topping or removal of any dead or unhealthy tree in slope areas of greater than 15%; and,

WHEREAS, N.J.S.A. 40A: 60-5 provides that the Mayor nominate, and with the advice and consent of Council, appoint all subordinate officers of the Borough; and,

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the Borough of Atlantic Highlands, County of Monmouth, State of New Jersey, that Street Department Supervisor and Assistant Supervisor; DPW Director and Code Enforcement Officer, of the Borough of Atlantic Highlands, shall be designated as the Tree Inspectors for the Borough of Atlantic Highlands and shall report all findings and determinations to the Borough Administrator, Building Department and/or the Borough Engineer.



BOROUGH OF ATLANTIC HIGHLANDS
COUNTY OF MONMOUTH

RESOLUTION 048-2024

AUTHORIZING THE MONMOUTH COUNTY MOSQUITO CONTROL DIVISION TO CONDUCT AERIAL MOSQUITO CONTROL OPERATIONS WITHIN THE BOROUGH OF ATLANTIC HIGHLANDS

WHEREAS, the Monmouth County Board of Chosen Commissioners, pursuant to N.J.S.A. 26:9 – 27 et seq. has elected through its Mosquito Control Division to perform all acts necessary for the elimination of mosquito breeding areas and/or to exterminate mosquitoes within the county; and

WHEREAS, the County has instituted an Integrated Pest Management Program consisting of surveillance, water management, biological control, and chemical control to exterminate the mosquito population within the County of Monmouth; and

WHEREAS, prior to conducting aerial dispensing operations over designated "congested area," the County is required, pursuant to Federal Aviation Administration Regulations (FARC Part 137.51), to secure prior written approval from the governing body of the political subdivision over which the aircraft is to be operated; and

WHEREAS, the Borough of Atlantic Highlands is designated as a "congested area" by the Federal Aviation Administration and the County has requested that this governing body consent to its proposed aerial dispensing operations.

NOW, THEREFORE, be it resolved as follow:

1. The governing body hereby authorizes the County of Monmouth Mosquito Control Division or its agent, to apply pesticides by aircraft for mosquito control in certain areas of the municipality designated by the County as being either larval mosquito habitat or areas harboring high populations of mosquitoes constituting either a nuisance, a health hazard, or both with understanding that:
 - a) The County shall utilize pesticides, application equipment and aircraft that are approved for aerial applications by the applicable Federal (USEPA) and State (and NJDEP) agencies, and
 - b) Such operations will be performed in compliance with applicable Federal and State regulations, and
 - c) The County will notify the Police department of each municipality over which aerial pesticide operations are planned prior to commencement of such operations, and the Borough will send a reverse Rave 911 call to notify the residents.



BOROUGH OF ATLANTIC HIGHLANDS
COUNTY OF MONMOUTH

RESOLUTION 049-2024

AUTHORIZING AMENDMENT TO THE 2024 TEMPORARY BUDGET

WHEREAS, The Revised Statutes of New Jersey 40A:4-20 provides for the adoption of emergency temporary appropriations in addition to temporary appropriations necessary for the period between the beginning of the current fiscal year and the date of the adoption of the Local Budget for the Year 2024;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Mayor and Council of the Borough of Atlantic Highlands, that the following amendments to the temporary appropriations be made in the amounts and for the purposes herein set forth for the period between January 1st, 2024 and the adoption of the Local Budget for the Borough of Atlantic Highlands, County of Monmouth and State of New Jersey for the fiscal Year 2024:

<u>CURRENT FUND</u>	<u>Salaries & Wages</u>	<u>Other Expenses</u>
Office of Administration	\$ 20,000.00	\$ 25,000.00
Drug Enforcement Program		1,000.00
Human Resources	6,000.00	
Mayor & Council	5,625.00	3,750.00
Municipal Clerk	28,750.00	10,000.00
Finance	50,000.00	25,000.00
Audit		7,250.00
Computer Data Processing		13,750.00
Revenue Administration	11,250.00	5,000.00
Tax Assessor	6,500.00	3,000.00
Legal	7,500.00	40,000.00
Tax Appeals		12,500.00
Engineering	750.00	16,250.00
Planning Board	3,375.00	6,250.00
Master Plan		250.00
COAH Planner		2,500.00
Affordable Housing		1,750.00
Liability Insurance		10,000.00
Surety Bonds		122.00
Employee Group Insurance		175,000.00
Health Benefit Waiver		4,500.00
Police	426,601.61	53,750.00
Office of Emergency Management		1,625.00
Aid To Volunteer Fire		17,687.50
Aid To Volunteer Ambulance Co		3,250.00
Uniform Fire Safety	2,500.00	1,250.00

CURRENT FUND**Salaries & Wages****Other Expenses**

Municipal Prosecutor	4,875.00	25.00
Court	25,500.00	2,500.00
Public Defender	1,750.00	125.00
Streets & Roads	67,075.00	29,750.00
Solid Waste	50,000.00	22,875.00
Buildings & Grounds	15,500.00	29,625.00
Shade Tree Commission		3,750.00
Vehicle Maintenance	21,000.00	17,350.00
Animal Control		2,500.00
Recreation	10,500.00	7,500.00
Public Library		375.00
Electricity		26,250.00
Street Lighting		22,500.00
Telephone		5,000.00
Natural Gas		10,000.00
Gasoline		25,000.00
Telecommunications		2,250.00
Postage		5,000.00
Landfill		57,500.00
Construction Official	4,875.00	750.00
UCC	16,375.00	1,250.00
Accumulated Sick leave Comp	3,750.00	
Right To Know		1,000.00
Environmental Commission		500.00
Public Events		1,875.00
Contingent		1,250.00
Social Security		30,000.00
Unemployment Comp		1,875.00
Recycling Tax		2,500.00
LOSAP		12,500.00
S/S Dispatch Monmouth County		26,250.00
S/S Mechanical Svcs Highlands		2,500.00
S/S 911 Emergency System Highlands		22,500.00
Capital Improvement Fund		50,000.00
Capital Outlay		25,000.00
TOTAL	\$ 790,051.61	\$ 890,059.50

WATER/SEWER UTILITY

	<u>Salaries & Wages</u>	<u>Other Expenses</u>
Salaries & Wages	\$ 200,000.00	
Other Expenses		\$ 93,650.00
Bank Fees		1,075.00
Group Insurance		35,000.00
Other Insurance-Surety Bonds		488.00
Sewage Treatment Fees		112,500.00
Social Security		13,750.00
Capital Improvements		13,750.00
Capital Outlay		25,000.00
TOTAL	\$ 200,000.00	\$ 295,213.00

HARBOR UTILITY

	<u>Salaries & Wages</u>	<u>Other Expenses</u>
Salaries & Wages	\$ 375,000.00	
Other Expenses		\$ 152,400.00
Gas Operation		476,750.00
Insurance		50,000.00
Social Security		25,000.00
Accumulated Absences		3,750.00
Capital Improvements		25,000.00
Capital Outlay		6,250.00
TOTAL	\$ 375,000.00	\$ 739,150.00



BOROUGH OF ATLANTIC HIGHLANDS
COUNTY OF MONMOUTH

RESOLUTION 050-2024

AUTHORIZING AGREEMENT WITH MONMOUTH COUNTY LINC'S AGENCY FOR USE OF PRIVATE FACILITIES FOR MASS PROPHYLAXIS/VACCINATIONS

WHEREAS, professional and support staff from the public and private sector represent the front-line resources and local foundation for preparedness and response to public health threats and emergencies, as well as for local public health system assessment and planning, in accordance with good public health practices, and;

WHEREAS, during any such emergencies, personnel and facilities must be identified as being available to the greatest extent possible, to be used to dispense prophylactic medications and/or vaccinations to prevent illness and stop the spread of disease, and;

WHEREAS, the Public Health Emergency Response Plan requires the identification of private and public facilities which can be used on a temporary basis, in emergent situations, such as natural disasters or bioterrorism attacks, to provide mass dispensing of medications/vaccinations to the public, and;

WHEREAS, it is critical that these resources and their capacities and performance be thoroughly prepared for, and on-call, as a recognized community resource to ensure the safety and welfare of the public, and;

WHEREAS, these facilities are being identified, coordinated, and their capabilities enhanced in close collaboration with the LINC'S Agency, local health department, the New Jersey Department of Health (NJDOH) and other public healthcare partners within each local region, and on a statewide basis as part of the Public Health Emergency Response Plan to provide the appropriate medical services to safeguard the entire population within the local region and the State of New Jersey.

NOW THEREFORE BE IT RESOLVED, by the governing body of the Borough of Atlantic Highlands, in the County of Monmouth, State of New Jersey that the Mayor and/or Borough Administrator are authorized to execute an agreement with the Monmouth County LINC'S Agency, to partner to the greatest extent possible, in the event of a public health emergency, and authorizes use of the Atlantic Highlands firehouse, as a facility for Mass Prophylaxis/Vaccination.



BOROUGH OF ATLANTIC HIGHLANDS
COUNTY OF MONMOUTH

RESOLUTION 051-2024

PAYMENT OF BILLS

WHEREAS, certain numbered vouchers have been submitted to the Borough of Atlantic Highlands for payment from a list prepared and dated February 8, 2024, which totals as follows:

Total to be paid from Fund 01 CURRENT FUND	1,896,153.37
Total to be paid from Fund 02 FEDERAL & STATE GRANTS	12,200.00
Total to be paid from Fund 28 WATER/SEWER OPERATING FUND	67,334.61
Total to be paid from Fund 30 HARBOR OPERATING FUND	79,278.91
	<hr/>
	\$ 2,054,966.89

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of Atlantic Highlands, in the County of Monmouth, State of New Jersey, that these vouchers, totaling \$2,054,966.89 be paid to the person[s] named, for the amounts set opposite their respective name[s], and endorsed and approved on said vouchers. An individual listing of all bills submitted has been posted on the bulletin board and is also on file in the Municipal Clerk's office for reference.



BOROUGH OF ATLANTIC HIGHLANDS
COUNTY OF MONMOUTH

RESOLUTION 052-2024

APPOINTMENTS-AUTHORITY, BOARDS, COMMISSIONS, COMMITTEES

WHEREAS, N.J.S.A 40A: 60-5 provides that the Mayor nominate, and with the advice and consent of Council, appoint all subordinate officers of the Borough; and,

WHEREAS, the Mayor has offered the following nomination for the office and term shown,

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of Atlantic Highlands, County of Monmouth, State of New Jersey, that the following appointments and terms are hereby confirmed.

SHADE TREE COMMISSION:

Benjamin Schmoll, Alternate #2, 2 years, ending 12/31/2025



BOROUGH OF ATLANTIC HIGHLANDS
COUNTY OF MONMOUTH

RESOLUTION 53-2024

AUTHORIZING SALE OF SURPLUS PROPERTY

WHEREAS, the Borough of Atlantic Highlands is the owner of certain surplus property which is no longer needed for public use; and

WHEREAS, the Borough is desirous of selling said surplus property in an "as is" condition without express or implied warranties.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of Atlantic Highlands, in the County of Monmouth, State of New Jersey, that the following equipment can go to auction:

- (1) The sale of the surplus property shall be conducted through GovDeals. The terms and conditions of the agreement entered into with GovDeals is available online at govdeals.com and also available in the office of the Municipal Clerk.
- (2) The sale will be conducted online, and the address of the auction site is govdeals.com.
- (3) The sale is being conducted pursuant to Local Finance Notice 2008-9.
- (4) The surplus property to be sold is as follows:

Bucket truck-

- 2003 Ford F-550 (2 wheel drive)
6.0 diesel engine
101,178 miles
Boom- Tesla- A37
Vin 1FDAF56803ED42460
Vehicle is sold- as is condition, currently not operating.

INSPECTION: BY APPOINTMENT ONLY

LOCATION: 25 West Lincoln Ave. Atlantic Highlands NJ 07716

Atlantic Highlands Borough Garage

CONTACT: Jim Phillips (Director of Public Works) at 848-444-0067

- (5) The surplus property as identified shall be sold in an "as-is" condition without express or implied warranties with the successful bidder required to execute a Hold Harmless / Indemnification Agreement concerning use of said surplus property and shall be removed from the DPW premises within two weeks of the final sale.



BOROUGH OF ATLANTIC HIGHLANDS
COUNTY OF MONMOUTH

RESOLUTION 054-2024

MEMORANDUM OF AGREEMENT FOR SERVICES

This MEMORANDUM OF AGREEMENT (MOA) by and between the State of New Jersey, Office of Homeland Security and Preparedness (State/Agency), whose address is 1200 Negron Drive, Hamilton, NJ 08619, and Atlantic Highlands Borough, (“Local Entity”)

whose principle address is 100 First Avenue, Atlantic Highlands, New Jersey 07716 is hereby entered into as defined herein below. (State/Agency and Local Entity each a “Party” and collectively referred to as the “Parties”).

WHEREAS, the Parties maintain and operate information technology systems and networks that are used to provide critical and essential government services; and

WHEREAS, The New Jersey Office of Homeland Security and Preparedness (NJOHSP) leads and coordinates New Jersey’s counterterrorism, cybersecurity, and emergency preparedness efforts while building resiliency throughout the State.

WHEREAS, the NJOHSP is designated as the State Administrative Agency responsible for the administration of Federal homeland security and preparedness grants, including the State and Local Cybersecurity Grant Program (SLCGP); and

WHEREAS, the New Jersey Cybersecurity and Communications Integration Cell (NJCCIC) is a division within the NJOHSP, and is tasked with the strategic development and execution of the State’s cybersecurity programs including the development and implementation of the New Jersey SLCGP Strategic Plan; and

WHEREAS, Executive Order #178 (Christie 2015) establishes the NJCCIC as the central State civilian interface for coordinating cybersecurity information sharing, performing cybersecurity threat analysis, and promoting shared and real-time situational awareness between and among the public and private sectors. The NJCCIC coordinates information sharing related to cybersecurity risks, warnings, and incidents, and may provide support regarding cybersecurity incident response as well as cyber crime investigations; and

WHEREAS, pursuant to Executive Order #178, NJCCIC may participate in appropriate federal, multi-state, or private sector programs and efforts that support or complement its cybersecurity mission; and

WHEREAS, the NJCCIC procures and implements multiple cybersecurity products, product licenses, technologies, and services in support of its cybersecurity functions; and

WHEREAS, the CrowdStrike, Inc. (CrowdStrike) provides hosted software-as-a-service (SaaS) solutions and accompanying services to assist in providing endpoint security, threat intelligence, and cyberattack response services to customers (collectively referred to as “Services”); and

WHEREAS, the State/Agency and CrowdStrike entered into a Custom Agreement, 19-M0003-CRW01, on April 17, 2019, which permitted CrowdStrike to provide fee-based Software, SaaS, and Technical Support to Authorized Purchasers (each capitalized term is defined in the Custom Agreement) through one of the State/Agency’s Resellers pursuant to State Contract T3121 Software Reseller Services. The State/Agency and CrowdStrike revised the Custom Agreement on February 26, 2020, via an Addendum, which permits CrowdStrike to sell certain Software Related Services (also defined in the Custom Agreement) to the State/Agency¹; and

WHEREAS, in conformance with the New Jersey SLCGP Strategic Plan, Strategic Goal 3 – Enhancing Resilience, the NJCCIC may provide New Jersey state and local entities with the NJCCIC Advanced Endpoint Protection (AEP) solution which consists of CrowdStrike's Falcon Endpoint Detection and Response (EDR) solution with 24/7 managed detection and response (MDR) and Overwatch services provided by CrowdStrike in conjunction with the NJCCIC.

WHEREAS, State/Agency and Local Entity wish to enter into this MOA to further set forth the duties and obligations under which State/Agency will provide the NJCCIC AEP solution to the Local Entity and assist the Local Entity with implementation, maintenance, operation, monitoring, detection, and response support pertaining to the NJCCIC AEP solution.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties do hereby agree as follows:

I. State/Agency Responsibilities

The State/Agency hereby agrees that it will undertake the following:

- A. The State/Agency agrees to purchase the Products, Licenses, and Services necessary to implement the NJCCIC AEP solution on the Local Entity’s endpoints for the term, March 1, 2024 to February 29, 2028.
- B. The State/Agency agrees to provide assistance to the Local Entity in the implementation, administration, maintenance, and operation of the NJCCIC AEP solution.
- C. The State/Agency agrees to provide monitoring, detection, and incident response assistance to the Local Entity.

- D. The State/Agency agrees to provide monitoring, detection, and incident response assistance to the Local Entity.
- E. State/Agency Cost Share Obligations
 - 1. From the date of implementation to February 28, 2025, the State/Agency agrees to provide the NJCCIC AEP solution at no cost to the Local Entity.
 - 2. Beginning on March 1, 2025 to February 28, 2026, the State/Agency will be responsible for eighty percent of the cost of the NJCCIC AEP provided to the Local Entity.
 - 3. Beginning on March 1, 2026 to February 28, 2027, the State/Agency will be responsible for seventy percent of the cost of the NJCCIC AEP provided to the Local Entity.
 - 4. Beginning on March 1, 2027 to February 29, 2028 the State/Agency will be responsible for sixty percent of the cost of the NJCCIC AEP provided to the Local Entity.

II. Local Entity Responsibilities

The Local Entity hereby agrees that it will undertake the following:

- A. Local Entity shall provide the following to the State/Agency and CrowdStrike prior to the implementation of the NJCCIC AEP solution, and at any time while receiving Services if the previously provided information changes:
 - 1. Reasonable assistance to the State/Agency and CrowdStrike, including, but not limited to, providing all technical information related to the Local Entity's technology environment reasonably requested by the State/Agency and CrowdStrike, to enable the State/Agency and CrowdStrike to perform Services for the benefit of Local Entity;
 - 2. Provide, to NJCCIC, a completed Security Event Escalation Form (to be provided to Local Entity by NJCCIC) including the name, e-mail address, and 24/7 contact information for all designated Points of Contact (POC). The designated POC's contact information will be provided to CrowdStrike for all installation and security events.
 - 3. Provide to the NJCCIC, a completed NJCCIC Advanced Endpoint Protection Solution Agreement
- B. During the period that Local Entity is using the Services, Local Entity shall provide the following:
 - 1. A revised Security Event Escalation Form when there is a change in status for any POC for the Local Entity.

2. Active involvement with CrowdStrike and the State/Agency to resolve any service issues or security events requiring Local Entity input or action; and
3. Reasonable assistance installing, configuring, and troubleshooting the NJCCIC AEP solution provided to the Local Entity.

C. Local Entity Cost Share Obligations

The Local Entity agrees to receive the NJCCIC AEP solution from the State/Entity for a term beginning on the date of implementation to February 29, 2028 in accordance with the follow cost share obligations.

1. From the date of the implementation through February 28, 2025, the Local Entity will receive the NJCCIC AEP solution at no cost to the Local Entity.
2. Beginning on March 1, 2025 to February 28, 2026, will be responsible for twenty percent of the cost of the NJCCIC AEP solution provided to the Local Entity.
3. Beginning on March 1, 2026 to February 28, 2027, will be responsible for thirty percent of the cost of the NJCCIC AEP solution provided to the Local Entity.
4. Beginning on March 1, 2027 to February 29, 2028, will be responsible for forty percent of the cost of the NJCCIC AEP solution provided to the Local Entity.

III. Term of this MOA; Termination

- A. Term. This MOA will commence on the last date of signature, below, by either of the Parties (the “Effective Date”) and shall continue in full force and effect until February 29, 2028 (the “Term”). Unless this MOA is terminated early or extended in writing by the Parties, it shall terminate upon the expiration of the Term. If, however, CrowdStrike cancels the State’s order pursuant to CrowdStrike Addendum, Exhibit 2, M0003 Software Publisher/Services Provider Agreement, Section 5.7 (e), due to the State’s violation of its obligations under the Addendum, this MOA shall terminate as of the effective date of such cancellation.

IV. Force Majeure

No Party shall be liable for performance delays or for non-performance due to causes beyond its reasonable control.

V. No Third Party Rights

Except as otherwise expressly stated herein, nothing in this MOA shall create or give to third parties any claim or right of action of any nature against State/Agency or Local Entity.

VI. Assignment

No Party may assign their rights and obligations under this Agreement without the prior written approval of the other Party which approval shall not be unreasonably withheld,

conditioned or delayed. This Agreement shall be binding upon and inure to the benefits of each Party and their respective successors and assigns.

VII. New Jersey Open Public Records Act (N.J.S.A. 47:1A-1 et seq.) (OPRA) and Approval by Domestic Security Preparedness Task Force:

- A. The configuration of any software and networks along with the contents of the alert notifications, and all associated communications between the Parties and CrowdStrike would inherently include administrative or technical information which, if disclosed would jeopardize computer security. As such, to the extent permitted by law, all information, records, notes, written comments, reports, or analysis generated in or in the execution of this MOA shall be treated and deemed as exempt from public disclosure under OPRA;
- B. In accordance with the New Jersey Domestic Security Preparedness Act, N.J.S.A. APP. A: 9-74 and approval by Domestic Security Preparedness Task Force any record held, maintained or kept on file shall be treated and deemed as “records of the Task Force exempt from public disclosure under OPRA.”

VIII. Confidentiality

- A. NJOHSP’s obligation to maintain the confidentiality of the Local Entity’s confidential information provided to NJOHSP under this MOA is conditioned upon and subject to the State’s obligations under the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq. (OPRA), The New Jersey Domestic Security Preparedness Act - P.L.2003, c.246, P.L.2023, c.19 (C.52-17B-193.2), the New Jersey common law right to know, and any other lawful document request or subpoena.
- B. By virtue of this MOA, the parties may have access to information that is confidential to one another. The parties agree to disclose only information that is required for the performance of their obligations under this MOA. In addition to any information related to cybersecurity threat and defense assessments, computer network defense operations, and incident response activities conducted as a part of this MOA, confidential information, to the extent not expressly prohibited by law, shall consist of all information clearly identified as confidential at the time of disclosure by either party (“Confidential Information”).
- C. A Party’s Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party, except that if the information is personally identifying to a person or entity regardless of whether it has become part of the public domain through other means, the other party must maintain full efforts under this MOA to keep it confidential; (b) was in the other party’s lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other Party.

- D. The Parties agree to hold each other's Confidential Information in confidence, using at least the same degree of care in doing so that it uses to protect its own Confidential Information.
- E. In the event that NJOHSP receives a request for Local Entity's Confidential Information related to this MOA pursuant to a court order, subpoena, lawful document request or other operation of law, NJOHSP agrees, if permitted by law, to provide Local Entity with as much notice, in writing, as is reasonably practicable and NJOHSP's intended response to such request. Local Entity shall take any action it deems appropriate to protect its documents and/or information.
- F. In addition, in the event that Local Entity receives a request for NJOHSP's Confidential Information related to this MOA pursuant to a court order, subpoena, lawful document request or other operation of law, Local Entity agrees, if permitted by law, to provide NJOHSP with as much notice, in writing, as is reasonably practicable and Local Entity's intended response to such request. NJOHSP shall take any action it deems appropriate to protect its documents and/or information.

IX. Information Sharing

The Local Entity acknowledges and agrees that:

- A. CrowdStrike shall share all incident notification reports involving Local Entity developed as part of the Services with the NJCCIC during the term of this MOA.
- B. Local Entity also acknowledges that NJCCIC may report aggregated anonymized information (including but not limited to threat intelligence and technical indicators) to other NJCCIC strategic partners for purposes of information sharing and further the mission of NJCCIC.

X. Notices

All notices permitted or required hereunder shall be in writing and shall be transmitted either: via certified or registered United States mail, return receipt requested; by facsimile transmission; by personal delivery; by expedited delivery service; or by e-mail with acknowledgement of receipt of the notice.

Such notices shall be addressed as follows or to such different addresses as the Parties may from time-to-time designate:

State/Agency

Name: Michael T. Geraghty

Title: Director, NJ Cybersecurity and Communications Integration Cell

Address: NJ Regional Operations and Intelligence Center

Address: 2 Schwarzkopf Dr., West Trenton, NJ 08628

Phone: 1.333.4.NJCCIC

E-Mail: njccic@cyber.nj.gov

Local Entity

Name: Robert Ferragina_____

Title: Borough Administrator_____

Address: 100 First Avenue, 07716__

Phone: 732-291-1444 X3101_____

E-Mail: rferragina@ahnj.com_____

- A. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- B. The Parties may, from time to time, specify any new or different contact information address for the purpose of receiving notice under this MOA by giving fifteen (15) days written notice to the other Parties sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this MOA. Additional individuals may be designated in writing by the Parties for purposes of implementation and administration, resolving issues and problems and/or for dispute resolution.

XI. Non-Waiver

None of the provisions of this MOA shall be considered waived by any Party unless such waiver is given in writing by the other Parties. No such waiver shall be a waiver or any past or future default, breach or modification of any of the terms, provision, conditions or covenants of the MOA unless expressly set forth in such waiver.

XII. Entire Agreement

This MOA constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof and shall replace and supersede all prior understandings, communications, agreements or arrangements between the Parties with respect to this subject matter, whether oral or written.

XIII. Validity

If any provision of this MOA be adjudged by a court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this MOA shall otherwise remain in full force and effect and enforceable.

XIV. Amendment

This MOA may be amended only by written agreement executed by both Parties. The Parties agree to give each other sixty (60) days' notice of any needed changes, unless changes are required by law and must take effect within a shorter period.

XV. Miscellaneous

- A. Compliance: The Parties agree that in performance of this MOA, they shall comply with all applicable state, federal, and local laws, and regulations.
- B. Validity: If any provision of this MOA or any provision or any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this MOA that can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this MOA, and to this end the provisions of this MOA are declared to be severable.
- C. No Indemnification: Subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq., and appropriations and the availability of funding, NJOHSP, at its own expense, shall be responsible for, and shall defend itself against, and hereby releases Local Entity from any and all suits, claims, losses demands, expenses, or damages of whatsoever kind or nature, arising out of or in connection with any act or omission of NJOHSP, its employees representatives, agents, independent contractors or invitees, related to this MOA. Local Entity, at its own expense, shall be responsible for, and shall defend itself against, and hereby releases NJOHSP from any and all suits, claims, losses, demands, expenses, or damages of whatsoever kind or nature, arising out of or in connection with any act or omission of Local Entity, its employees, representatives, agents, independent contractors or invitees related to this MOA.
- D. Governing Law: This MOU and any and all litigation hereunder shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the applicable laws, regulations and rules of evidence of the State of New Jersey, including without limitation, by the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq., without reference to conflict of laws principles and shall be filed in the appropriate Division of the New Jersey Superior Court.
- E. Execution in Counterpart: The parties hereto agree that this MOA may be executed in counterpart, each original signed page to become part of the original document.

XVI. Acknowledgement

The terms of this MOA have been read and understood by the Parties whose signatures appear below. The Parties agree to comply with all of the terms and conditions of the MOA including any attachments or amendments.

IN WITNESS WHEREOF, authorized representatives of Local Entity and the State/Agency have executed this MOA to be effective as of the latest date provided below:

STATE/AGENCY

Local Entity

By: _____

By: _____

Name: Laurie R. Doran

Name: Robert Ferragina

Title: Director – NJOHSP

Title: Borough Administrator

Date: _____

Date: February 8, 2024



BOROUGH OF ATLANTIC HIGHLANDS
COUNTY OF MONMOUTH

RESOLUTION 055-2024

REQUESTING BUS SHELTERS

WHEREAS, NJ TRANSIT has funds for the purchase of bus shelters throughout the State of New Jersey; and

WHEREAS the governing body of a municipality in New Jersey or the Board of Chosen Commissioners of a county may apply to the New Jersey Transit Corporation for the purchase and installation of bus shelters at legally designated bus stops; and

WHEREAS the Borough of Atlantic Highlands in the interest of promoting public transportation, conservation of energy, traffic safety, and for the convenience of the public, endorses the concept of providing bus shelters within its jurisdiction.

NOW, THEREFORE, be it resolved, that the application is hereby made by the Borough of Atlantic Highlands to the New Jersey Transit Corporation for the purchase and installation of 1 bus shelter(s) at First Avenue (northbound) at Mount Avenue (near side) as set forth in Exhibit A, made a part hereof.

FURTHER, be it resolved that and _____ and

(Mayor, Manager or Executive)

the _____ be authorized to execute an
(Municipal Clerk, Clerk of the Board, E.T.)

an agreements or agreements with NJ Transit to arrange for the purchase and installation of the shelters.



BOROUGH OF ATLANTIC HIGHLANDS
COUNTY OF MONMOUTH

RESOLUTION 056-2024

ENTER INTO CLOSED SESSION

WHEREAS, the Borough Council of the Borough of Atlantic Highlands 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:

X 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: **Potential Acquisition of Property**

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:

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:

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.